



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 BIDDER ACKNOWLEDGEMENT FORM  
 INVITATION TO BID  
 COMMODITY**

Page 1 of 40 pages	SUBMIT BID TO:  <b>Florida Department of Environmental Protection          Procurement Section, Carr Building, Room 235          3800 Commonwealth Blvd, MS93          Tallahassee, Florida 32399-3000          Telephone Number: 850-245-2361</b>
AGENCY RELEASE DATE: <u>September 6, 2016</u>	

SOLICITATION TITLE: <b>FORD F-450 FIRE ENGINE PROJECT CUSTOM BUILT AND INSTALLED</b>	SOLICITATION NO.: <b>2017013C</b>
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PROPOSALS WILL BE OPENED: **Tuesday, November 8, 2016 @ 3:00 p.m.**  
 and may not be withdrawn within **90** days after such date and time.

VENDOR NAME:	_____  *AUTHORIZED SIGNATURE (MANUAL)  _____  *AUTHORIZED SIGNATURE (TYPED), TITLE
VENDOR MAILING ADDRESS:	
CITY-STATE-ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	*This individual must have the authority to bind the respondent.
EMAIL ADDRESS:	
FEID NO.:	

TYPE OF BUSINESS ENTITY (Corporation, LLC, Partnership, etc.):	
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I certify that the material terms and the proposed prices contained in this response to this Invitation to Bid (this Solicitation) have been kept confidential by the Respondent (and all people and entities affiliated with this Respondent who have or may have had knowledge of the same) and that, to the best of my knowledge, they have not been disclosed to any third party including, but not limited to, any other respondent to this Solicitation. Further, I certify that the prices proposed herein were arrived at and submitted without prior understanding, agreement, or in cooperation with any other entity submitting a response to this Solicitation, or to induce an entity to forbear from filing a response, and that this response is in all respects made without collusion or in an effort to perpetrate a fraud on the agency.

I certify that I am authorized to sign this response to this Solicitation for the Respondent and that the Respondent is in compliance with all requirements of this Solicitation; including, but not limited to, the certification requirements contained in this Solicitation as well as those contained above. In submitting this response, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to 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 State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

Respondent agrees to abide by all conditions of this Response and, if selected, to perform in accordance with all terms of the Solicitation and any contract arising there from.

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number, and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the solicitation schedule.

<b>PRIMARY CONTACT:</b>	<b>SECONDARY CONTACT:</b>
NAME, TITLE:	NAME, TITLE:
ADDRESS:	ADDRESS:
PHONE NUMBER:	PHONE NUMBER:
FAX NUMBER:	FAX NUMBER:
EMAIL ADDRESS:	EMAIL ADDRESS:

**CAUTION: If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority (“Florida Public Records Law”), note the following:**

**Bidder shall not mark the entire Reply as confidential, trade secret or otherwise not subject to Florida Public Records Law. Any Reply with more than fifty percent (50%) of the documents, data or records so marked will be deemed non-responsive and will not be considered.**

**If you assert that any portion of your Reply is exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the Reply along with the un-redacted version, per Section 1.07, Submittal of Reply of this Solicitation. The redacted copy shall be clearly titled “Redacted Copy.”**

**IF YOU CLAIM CONFIDENTIALITY AS TO ANY PORTION OF YOUR REPLY AND DO NOT PROVIDE AN ACCOMPANYING “REDACTED COPY,” SUCH REPLY MAY BE CONSIDERED NON-RESPONSIVE AND REJECTED PRIOR TO ITS CONSIDERATION.**

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## **TABLE OF CONTENTS**

SCHEDULE OF EVENTS .....	5
Section 1.00 INTRODUCTION.....	6
1.01. Purpose and Scope .....	6
1.02. Procurement Officer. ....	6
1.03. Mandatory Pre-Bid Site Visit.....	6
1.04. Questions.....	6
1.05. Addenda .....	6
1.06. Response Form .....	6
1.07. Submittal of Reply .....	7
1.08. Alternate Replies. ....	7
1.09. General Evaluation Information .....	7
1.10. Basis of Award.....	7
1.11. Posting of Agency Decision.....	7
1.12. Initial Purchase Order .....	8
1.13. Florida Department of State Registration Requirements .....	8
1.14. MyFloridaMarketPlace Vendor Registration .....	8
1.15. State Project Plan.....	8
1.16. Bidder Responsibility .....	10
SECTION 2.00 – GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001) .....	11
SECTION 3.00 – TECHNICAL SPECIFICATIONS .....	12
3.01. Scope of Service. ....	12
3.02. Specifications.....	12

3.03.	Bed. ....	12
3.04.	Rear Step/Bumper/Trailer Hitch. ....	13
3.05.	Tool Boxes.....	14
3.05.	Drip Torch Holders. ....	14
3.06.	Water Cooler Holders/Boxes (Circular). ....	14
3.07.	Gerry Can Holder. ....	15
3.08.	Burn Mix Storage Tank.....	15
3.09.	Tire and Storage Box.....	15
3.10.	Tube Box. ....	15
3.11.	Tank.....	15
3.12.	Manifold. ....	15
3.13.	Pump. ....	15
3.14.	Pump Panel. ....	16
3.15.	Hose Reel. ....	16
3.16.	Hose Reel Wiring.....	16
3.17.	Electrical. ....	16
3.18.	Radio/PA/Siren Console, Light Bar/LED Safety Lights, and General Electrical Accessory Outfitting. ....	16
3.18.	Winch and Brush Guard. ....	17
3.19.	Fire Extinguisher.....	17
SECTION 4.00 SPECIAL CONDITIONS .....		18
4.01.	Definitions .....	18
4.02.	Additional Quantities.....	18
4.03.	Additions / Deletions.....	18
4.04.	Assertion of Confidentiality Regarding Submitted Materials. ....	18
4.05.	Compliance with Laws.....	18
4.06.	Conflict of Interest.....	19
4.07.	Disclosure. ....	19
4.08.	Disqualification .....	19
4.09.	Financial Consequences. ....	19
4.10.	Corrective Action Plan .....	19
4.11.	Firm Response .....	20
4.12.	Forum Selection and Choice of Law. ....	20
4.13.	In-State Preference for COMMODITY.....	20
4.14.	Invoicing and Payment .....	20
4.15.	Laws and Permits .....	21

4.16. Misrepresentations. .... 21

4.17. Public Records Requests. .... 21

4.18. Samples..... 21

4.19. Transaction Fee..... 21

SECTION 5.00 – GENERAL CONTRACT CONDITIONS (PUR 1000)..... 23

SECTION 6.00 RESPONSE FORM ..... 24

SECTION 7.00 – CERTIFICATION OF DRUG-FREE WORKPLACE..... 25

SECTION 8.00 – IN-STATE PREFERENCE FORM ..... 26

SECTION 9.00 – BID REPLY CHECKLIST ..... 27

## SCHEDULE OF EVENTS

DATES	EVENTS	METHOD
September 6, 2016	<b>Bid Advertised</b>	Vendor Bid System <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
Wednesday, October 19, 2016 @ 1:00 PM	<b>Mandatory Pre-Bid Conference</b>	Lake Louisa State Park 7305 U.S. Highway 27 Clermont, Florida 34714  Phone Number for Directions: 850-245-3113 or 352-394-3969
Friday, October 21, 2016 @ 5:00 PM	<b>Questions Submitted in Writing</b>	Procurement Contact: Florida Department of Environmental Protection Rebecca D. Hale, Procurement Officer Procurement Section, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, FL 32399-3000  Fax: (850) 245-2412 E-mail: rebecca.hale@dep.state.fl.us
Tuesday, October 25, 2016	<b>Answers to Questions Posted</b>	Vendor Bid System <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
<b>MUST BE RECEIVED NO LATER THAN:</b>  November 8, 2016 @ 3:00 PM	<b>SEALED BIDS DUE AND OPENED</b>	Submit to: Florida Department of Environmental Protection Rebecca D. Hale, Procurement Officer Procurement Section, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, FL 32399-3000  <b>BID NUMBER MUST BE ON ENVELOPE</b>
November 14, 2016	<b>Anticipated Posting of Recommended Award</b>	<b>Vendor Bid System</b> <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>

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## Section 1.00 INTRODUCTION

**1.01. Purpose and Scope.** The Department of Environmental Protection (DEP) invites interested Bidders to submit responses in accordance with these solicitation documents. The purpose of this solicitation is for the fabrication of five- (5) Wildland Fire Engines, completely custom-built and installed on DEP-owned 2017 Ford F-450 diesel trucks (chassis-cab extended cab, 4x4, dual rear wheels, 40-gallon fuel tank, 168-inch wheel base). The awarded Bidder shall arrange for the trailer pickup of the DEP-owned vehicles from Lake Louisa State Park in Clermont, Florida and transport to their place of business for installation of the custom-built fire engines; and upon completion, to arrange for trailer pickup and delivery back to Lake Louisa State Park.

**1.02. Procurement Officer.**

Rebecca D. Hale, Procurement Officer  
Procurement Section, Carr Building, Room 215  
Florida Department of Environmental Protection  
3800 Commonwealth Boulevard, MS#93  
Tallahassee, Florida 32399-3000  
Telephone Number: (850) 245-2367  
Rebecca.hale@dep.state.fl.us

**1.03. Mandatory Pre-Bid Site Visit.** A MANDATORY Pre-Bid Site Visit will be held at Lake Louisa State Park 7305 U.S. Highway 27, Clermont, Florida 34714, as specified in the Schedule of Events. All prospective Bidders intending to submit a reply to this Bid must attend the Mandatory Pre-Bid Site Visit as scheduled in order to submit a reply. Failure to attend the Mandatory Pre-Bid Site Visit shall preclude a prospective Bidder from submitting a reply for this Bid and will render the Bidder's reply non-responsive and will result in rejection of the Bidder's reply. The Bidder shall notify the Procurement Officer of their plans to attend the facility Site Visit.

Prospective Bidders should allow enough time to arrive, park, walk and gain entry into the building to ensure that they arrive prior to the applicable Mandatory Pre-Bid Site Visit time.

**1.04. Questions. Information will not be provided by telephone.** The Procurement Officer shall not be bound by any verbal information or by any written information that is not contained within the Bid documents or formally noticed and issued by the DEP Procurement Section.

Any questions from vendors concerning this Bid shall be submitted in writing, identifying the submitter and Bid number, to the Procurement Officer no later than the time and date specified in the Schedule of Events. No interpretation shall be considered binding unless provided in writing by the Department in response to a request in full compliance with this provision. E-mail inquiries are preferred; however, a hard copy or facsimile is acceptable. All questions and answers will be posted on the Vendor Bid System (VBS). It is the prospective vendor's responsibility to periodically check the VBS. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective vendor's failure to obtain the information made available through the VBS.

**NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Section 2.05, Questions.**

**1.05. Addenda.** If the Department finds it necessary to supplement, modify, or interpret any portion of the Bid documents, a written "Addendum" will be posted on the VBS. It is the responsibility of the vendor to be aware of any Addenda that might have a bearing on their reply. The reply(ies) submitted by the vendor at the time of Bid opening will remain firm and cannot be changed.

**1.06. Response Form.** Section 6.00 must be completed and submitted or the reply will be rejected. The Department will not accept any other type of "Response Form" as a valid reply to this Bid. By affixing an authorizing signature, the Bidder hereby affirms and agrees to all terms, conditions, provisions, and specifications within the Bid. Prior to issuance of a Purchase Order(s), the selected Bidder must be properly

licensed to do business within the State of Florida, if required by federal or state law, for the service or commodities the Bidder will provide this Department.

**1.07. Submittal of Reply.** Reply must be received in accordance with VBS and Schedule of Events. Bidder's reply must be executed and submitted in a sealed envelope. The face of the envelope shall contain the Bid number and opening date. Replies not submitted on the Response Form shall be rejected. All replies are subject to the conditions specified herein. Those that do not comply with these conditions shall be considered non-responsive and therefore rejected. The reply package shall contain the following:

- The Acknowledgement Form, Page 1 of the Invitation to Bid;
- Response Form, Section 6.00;
- Certification of Drug-Free Workplace, Section 7.00;
- In-State Preference Form (State Project Plan), Section 8.00;

If you assert that any portion of your reply is exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the reply along with the un-redacted version. The redacted copy shall be clearly titled "Redacted Copy."

***CAUTION: Responses received at the office designated after the exact time specified for receipt will not be considered.***

***NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Section 2.03, Electronic Submission of Responses.***

**1.08. Alternate Replies.** A Bidder may not submit more than one (1) reply. The Department seeks each Bidder's single-best bid.

**1.09. General Evaluation Information.** The Department reserves the right to accept or reject any or all bids received; waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest; and reserves the right to make an award without further discussion of the bids submitted. No allowances will be made to the bidder because of a lack of knowledge of conditions or requirements and will not relieve the bidder of any liabilities and obligations.

A non-responsive submittal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. A NON-RESPONSIVE SUBMITTAL WILL NOT BE CONSIDERED.

The Department objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's reply. In submitting its reply, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

**1.10. Basis of Award.** The Department intends to make an award to the lowest responsible, responsive Bidder who meets all bid specifications and conditions. The Department reserves the right to accept or reject any and all bids, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest. An electronic purchase order will be sent to the successful vendor. The date that the purchase order is issued will designate the effective date.

***NOTE: This section supersedes Section 5.00, General Instructions to Respondents (PUR-1001), Section 5.02, Purchase Orders.***

**1.11. Posting of Agency Decision.** The notice of intended award will be posted for review by interested parties on the VBS on or after the date listed on the Schedule of Events and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays.

To access the posted results, go to [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). Once at this site, the steps listed below should be followed to access the Vendor Bid System (VBS). The date as

specified on the Schedule of Events is to be used by prospective Bidders for planning purposes only and is subject to change.

Click on Search Advertisements;

Under the "Agency" search field, select the "Department of Environmental Protection" and scroll to the bottom of the page and click "Advertisement Search";

A list of all advertisements posted for DEP will be displayed; and

Click on the applicable bid number.

**NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Section 2.13, Electronic Posting of Notice of Intended Award.**

**1.12. Initial Purchase Order.** An electronic purchase order will be sent to the successful vendor. The date the purchase order is issued will designate the effective date. The Department reserves the right to acquire additional quantities on an as-needed basis, at the same unit price(s), terms and conditions for one year per Section 4.02. The starting date of the one-year period shall be the designated effective date. Payment shall be made upon completion of services, acceptance and receipt of itemized invoice by the Department.

**1.13. Florida Department of State Registration Requirements.** All entities defined under Chapters 865, 607, 608, 620, or 621, F.S., seeking to do business with the Department shall, prior to issuance of a purchase order, be appropriately registered with the Florida Department of State. Information about the registration process is available at <http://www.sunbiz.org/index.html>.

**1.14. MyFloridaMarketPlace Vendor Registration.** Prior to the issuance of a purchase order by the Department, the selected vendor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available and registration may be completed at the MyFloridaMarketPlace website: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/requirements\\_for\\_vendor\\_registration](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration) (link also available under Business at [www.myflorida.com](http://www.myflorida.com)).

Prospective vendors who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Service at (866) 352-3776.

The following United Nations Standard Products and Services Code (UNSPSC) are provided to assist you in your registration efforts:

25181600 Automotive Chassis  
46191600 Fire Fighting Equipment  
25101701 Fire or Rescue Trucks

**1.15. State Project Plan.** The Bidder shall submit a written plan addressing the State's five (5) objectives listed below, to the extent applicable to the items/services covered by this Bid. The Department expects Bidders to address each objective. Objectives not addressed in the selected reply must be addressed prior to issuance of a purchase order. **The State reserves the right to negotiate mutually acceptable changes with the Bidder selected for award, prior to execution of the purchase order.**

SUBMIT THE BIDDER / SUBCONTRACTOR SUMMARY FORM (SECTION 12.00) IDENTIFYING THE TEAM THAT WILL BE UTILIZED IN CONNECTION WITH THIS CONTRACT. LIST THE NAMES AND INDICATE THE OFFICE OF SUPPLIER DIVERSITY BUSINESS CATEGORY OF EACH ONE LISTED.

- 1. Minority-, Women-, and Service-Disabled Veteran Business Enterprises.** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.



The State is dedicated to fostering the continued development and economic growth of small-, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. It is vital that small-, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as both Contractors and sub-contractors in this Bid. Small-, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Bid.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small-, minority-, women-, and service-disabled veteran business enterprises.

Information on certified Women / Business Enterprises (W/MBE) and certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at: [http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Department's Procurement Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

2. **Environmental Considerations:** The Bidder shall provide a plan for reducing and/or handling of any hazardous waste generated by the Bidder company. Reference Rule 62-730.160, Florida Administrative Code (F.A.C.). It is a requirement of the Department that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Bidder's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
3. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S., provides that where identical tie replies are received, preference shall be given to a reply received from a Bidder that certifies it has implemented a drug-free workforce program. If applicable, the Bidder shall sign and submit the "Certification of Drug-Free Workplace Program" Form (Section 8.00) to certify that the Bidder has a drug-free workplace program.
4. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the Contract as a result of this bid shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of the Contract the person, firm or other business entity carrying out the provisions of the Contract as a result of this bid shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org/>

The Bidder shall describe how it will support the use of RESPECT in offering the services/items being procured under this Bid. Bidders proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this Bid with RESPECT with their Reply. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the Bid Number, the project title, and the prime contractor with whom the firm intends to subcontract.

5. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract as a result of this bid shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purpose of the Contract as a result of this bid the person, form or other business entity carrying out the provisions of the Contract as a result of this bid shall be deemed to be substituted for this Department insofar as

dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

**1.16. Bidder Responsibility.** In determining Bidder responsibility, the Department may consider any information or evidence which comes to its attention and which reflects upon a Bidder's capability to fully perform the bid requirements and/or the Bidder's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the bid.

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## **SECTION 2.00 – GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)**

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Reply. Form PUR 1001 may be accessed at [http://dms.myflorida.com/business\\_operations/state\\_purchasing](http://dms.myflorida.com/business_operations/state_purchasing) under "Documents, Forms, References and Resources"; "Purchasing Forms".

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes (F.S.), in which case the statutory requirements shall take precedence.

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## SECTION 3.00 – TECHNICAL SPECIFICATIONS

**3.01. Scope of Service.** This section contains the Scope of Service that will be required in any contract/purchase order that may be executed as a result of this bid. By submitting a reply, each Bidder specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this bid, all requirements referencing “Contractor” contained within the Scope of Service below be applicable to the Bidder should he/she be deemed the successful Bidder.

All services to be performed by, or under the direction of the successful Bidder under any resultant contract/purchase order, shall meet or exceed the minimum requirement outlined in this Bid. Under no circumstances shall services meeting less than the minimum services requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services proposed will be performed in strict compliance with requirement and rules, regulations and governance contained in this bid and successful Bidder shall be held responsible therefore.

**3.02. Specifications.** The Bidder shall use the following written specifications in combination with [Exhibit 1\\_Drawings](#) and [Exhibit 2\\_Photos](#) to construct Five-(5) custom-built Fire Engines, completed and installed on a DEP-owned 2017 Ford Super Duty F-450 DRW (X4H) XL 4WD SuperCab 168” WB 60” CA w/option 99T 6.7L 4V OHV Power Stroke V8 Turbo Diesel Truck (chassis-cab extended-cab, dual rear wheels, 40-gallon fuel tank). The Fire Engines shall be constructed using professional standards including all welding and plumbing. All welds and surrounding areas shall have good penetration, be uniform in appearance, have minimal porosity, and be free of spatter. American Welding Society (AWS) standards for weld and dressing of materials should be used for their respective metals. All plumbing will include proper sealing materials at necessary joints. Excess sealing materials will be cleaned and all plumbing including joints shall be free of leaks. Substitution of specific parts or appliances is not acceptable unless equivalent parts are pre-approved by the Department in writing. The awarded Bidder shall arrange for trailer pickup of the DEP-owned vehicles from Lake Louisa State Park, 7305 US Hwy 27, Clermont, FL 34714, and transport to their place of business for installation of the custom-built Fire Engines. Upon completion and operational inspection, the awarded Bidder will arrange for trailer pickup and delivery back to the initial location.

### 3.03. Bed.

- 1) The overall dimensions of the bed shall be 94-inch width, ten (10)-foot length and must support a built-in pump unit with a fully-loaded 400-gallon poly water tank. See [Exhibit 2\\_Photos](#) (1,2,3).
- 2) The bed platform must be constructed of aluminum extruded planking die number 510540. Material such as Diamondback® Deck Plate Plank or a DEP approved equivalent will be used. For an equivalent to be considered, the Bidder must submit a sample for DEP evaluation and possible approval. DEP shall determine in its sole discretion whether the alternate installation is acceptable. The aluminum planking will be twelve-(12)-inches wide by one-(1)-inch high extruded solid aluminum with 3.06#/LF, twelve-(12)-inch plank, one-(1)-inch channel depth, and 0.14-inch diamond serrated surface. Undersides of front and rear of bed will have one-(1)-inch square aluminum tubing attached to inside of perimeter rail to support deck. See [Exhibit 1\\_Drawings](#) (1, 2); [Exhibit 2\\_Photos](#) (5, 6, 7, 8).
- 3) Outside rail of bed platform: Four (4)-inch by 0.25-inch channel around bed, .320-inch “I” Beam WEB thickness. See [Exhibit 1\\_Drawings](#) (9); [Exhibit 2\\_Photo](#) (4).
- 4) Cross-Members: Three-(3)-inch by 0.25-inch channel, .320-inch “I” Beam WEB thickness on thirteen-(13)-inch centers with a minimum of eight-(8) cross-members. Cross-members must be welded at every intersection of the cross-member and every one-(1)-inch channel on the extruded deck planking. Every cross-member will be welded to the sub-frame. A triangular gusset of 0.25-inch thick aluminum shall be placed on the outward side of the truck frame at the joint between the cross-member and the sub-frame on each end of the cross-member. See [Exhibit 1\\_Drawings](#) (8, 9, 10); [Exhibit 2\\_Photos](#) (9, 10).
- 5) Sub-frame aluminum rails: two-(2); six (6)-inch wide lengths of 0.25-inch thick channel running the full length of bed. See [Exhibit 1\\_Drawings](#) (8, 9, 10); [Exhibit 2\\_Photos](#) (11).

- 6) Aluminum bed to be fastened to chassis using a minimum of four-(4); stainless steel U-Bolts and two-(2); 0.25-inch thick aluminum flat plate fasteners bolted to rear side of chassis. A minimum of three-(3)-inch by 3/16-inch, two-(2) ply belting will be used to separate sub-frame aluminum rails from steel rails. The Bidder may submit alternate installation methods. Configuration drawings reflecting alternate installation must be provided with bid, or bid will be rejected. DEP shall determine in its sole discretion whether the alternate installation is acceptable. See [Exhibit 1\\_Drawings](#) (8, 9); [Exhibit 2\\_Photos](#) (11, 12).
- 7) Rear Bumper/Skirt: 0.125-inch aluminum plating (smooth), 9-10-inch width, with ICC lights (stop, tail, backup and license plate) and reflectors. Lights will be covered with expanded metal and mounted as close to expanded metal cover as possible to enhance visibility. The rear skirt shall be constructed of 1.5" X 2" radius edged rectangular aluminum tubing. Rear skirting will contain a NFPA compliant reflex chevron. The chevron will cover both rear side skirts and lower compartment door. Option 1 on drawings has been selected for this build (Drawing 29) The rear skirt will cover the opening below the rear under bed tool box/box. See [Exhibit 1\\_Drawings](#) (29) (Option 1); [Exhibit 2\\_Photos](#) (3) is for location reference only photo does not depict the selected option 1.
- 8) Marker Lights: Per U.S Department of Transportation (US DOT) standards. Beds must have one-(1) amber marker light at both front corners and two-(2) red rear marker lights at both rear corners with one-(1) facing the side and one-(1) facing aft. Rear of bed with three-(3) consecutive red marker lights (red dual element LED light bar) mounted with middle on center line of truck bed, mounted on the rear channel. All marker lights will be an armored marker light such as Signal Stat Model 26 series or DEP approved equivalent. For an equivalent to be considered, the Bidder must submit a sample for DEP evaluation and possible approval. DEP shall determine in its sole discretion whether the alternate installation is acceptable. All marker lights will be LED type 2 part lighting. Lights will have a separate base and light. All lights must be DOT approved. Marker lighting shall be wired into tail light wiring, not the trailer harness. Wiring shall be routed in such a way that it will be protected from any likely damage caused by off road operation. Per DOT standards wiring shall have at a minimum 2 forms of insulation/shielding such as conduit or sheathing. Wiring will originate from the centerline of the body and come out to bed corners; wiring will not be installed along side of rails. See [Exhibit 1\\_Drawings](#) (2, 15, 27); [Exhibit 2\\_Photos](#) (13, 14, 15).
- 9) Mud flaps at rear of truck mounted on three-(3)-inch by one-(1)-inch rectangular 0.125-inch thick aluminum tubing. See [Exhibit 1\\_Drawings](#) (19); [Exhibit 2\\_Photos](#) (1, 2, 29).
- 10) Fuel and DEF fluid tank filler tubes to be incorporated into outside rail and head rack with sufficient drop to facilitate easy fueling. See [Exhibit 1\\_Drawings](#) (4); [Exhibit 2\\_Photos](#) (13, 16).
- 11) Head Rack: heavy-duty three-(3)-inch by three-(3)-inch square aluminum tubing for frame and crossbars. Cab-side of rack below the rear truck window will have a 0.125-inch aluminum cover over entire rack. Head rack will contain tabs for light bar mounting. Antenna (provided by DEP) will be mounted and radio cable installed and routed into engine cab. See [Exhibit 1\\_Drawings](#) (4); [Exhibit 2\\_Photos](#) (1, 2, 17).
- 12) Back-up Alarm: A back-up alarm shall be installed and mounted to the rear cross member of the truck frame and wired to the tail light harness.
- 13) The truck bed, head rack, and reel control panel must have DOT C2 reflective safety marker tape installed under the marker lights, rear flashers, DEF tank cap, and reel rewind buttons. DOT C2 reflective marker tape will run the full length and width of the bed and up the entire side of the head rack. See [Exhibit 2\\_Photos](#) (1, 2, 3).

**3.04. Rear Step/Bumper/Trailer Hitch.** One-(1) back step bumper constructed of Diamondback® Punched Deck Plate Plank or a DEP approved equivalent will be used. Material must allow drainage. For an equivalent to be considered, the Bidder must submit a sample for DEP evaluation and possible approval. DEP shall determine in its sole discretion whether the alternate installation is acceptable. Bumper must be thirty-eight-(38)-inch width by twelve-(12)-inch depth. Bumper will be mounted at an approximately twenty-one-(21)-inch drop from the bottom of bed platforms. Outside rail at a height based on prior installation of a trailer hitch. Bumper platform will be attached to the bed and supported by three-(3)-inch by 1.5-inch aluminum channel of 0.124-inch thickness. Bumper must conform to all state and/or federal standards. A professionally engineered, weight tested, and

certified trailer hitch will be installed in conjunction with the step. Hitch will be at least a class IV or higher and certified for weight. See Exhibit 1\_Drawings (16); Exhibit 2\_Photos (3, 13, 18, 42).

**3.05. Tool Boxes.** Locks on all tool boxes must be keyed the same. All tool boxes will use full length heavy duty piano hinges. All doors will have two-(2) support chains, one-(1) on each end. All boxes will have a reinforced seal/gasket on the box side of the tool box. All tool box doors will have two-(2) galvanized #4 straight link support chains. All tool boxes shall be vented at both ends.

- 1) **Topside Tool Boxes:** Two-(2) topside tool boxes (side-opening). Two-(2) per engine, one-(1) on each side of bed, measuring 60-inch length by eighteen-(18)-inch width by eighteen-(18)-inch depth, diamond-plate .125 aluminum with stainless steel T-handles and recessed latches with key locks. Boxes will be elevated on three-(3) equally spaced perpendicular runners made of three-(3)-inch by three-(3)-inch by 0.25 inch rectangular tubing. Boxes to be fastened to truck bed with stainless steel bolts. Boxes will be vented to reduce interior condensation, but not in such a way to allow rain into the boxes. Outside tops of boxes will be smooth aluminum. Boxes will be mounted flush with truck edge. Mounting will include a minimum, 3/8-inch stainless steel bolts with lock and flat washers with grade 8 nuts with three-(3) per runner used. See Exhibit 1\_Drawings (12); Exhibit 2\_Photos (1, 2, 19).
- 2) **Perforated Plate Aluminum Baskets:** Two-(2); Sixty-(60)-inch length by eight-(8)-inch height by eighteen-(18)-inch depth perforated aluminum baskets. Perforated plate will be sixteen-(16)-gauge with 0.5-inch holes on 11/16-inch centers. One-(1) basket installed on each topside toolbox. Frame shall be one-(1)-inch round tubing with all welds between frame and perforated plate placed to the basket inside. Basket shall run entire length and width of tool box and must be bolted in place. At each end of the baskets, there will be a one-(1)-inch gap in the perforated metal to allowing cleanout of the baskets. Mounting will include a minimum of eight (8); 3/8-inch stainless steel bolts, with lock and flat washers with grade 8 nuts. See Exhibit 1\_Drawings (12); Exhibit 2\_Photos (1, 2, 19, 20, 21).
- 3) **Underbody Tool Boxes:** Two-(2) locking underbody tool boxes of thirty-(30)-inch width by eighteen-(18)-inch depth by eighteen-(18)-inch height; diamond-plate .125 aluminum with stainless steel T-handles and recessed latches with key locks. Boxes shall be fastened to underside on each side of the truck bed with stainless steel bolts. Boxes will be protected by a tubular metal frame that ties back into the bed. The frame will be made of one-(1)-inch by two-(2)-inch rectangular aluminum tubing. Each box will have a bottom step as part of the frame constructed of one-(1)-inch by four-(4)-inch rectangular aluminum tubing mounted to jut out about two-(2)-inches from the tool box front for a toe hold. The toe hold will not extend past the outside plane of the rear tire. Underbody boxes mounted two-(2) per truck at front sides of bed behind truck cab. Boxes will be mounted at or slightly behind edge of truck bed with a minimum of 7/16 stainless steel bolts, lock & flat washers with grade 8 nuts. See Exhibit 1\_Drawings (13); Exhibit 2\_Photos (1, 2, 22).
- 4) **Rear Underbody Tool Box:** One-(1) rear access underbody toolbox located between truck frame rails with hinged access door through rear skirt; .125 diamond plate aluminum, approximately 85 1/4-inch length by ten-(10)-inch height by width of frame rails. Hinge fasteners will be hidden on the inside of the box, i.e. not mounted on the exterior of the box. Must be fastened to frame with stainless steel bolts. See Exhibit 1\_Drawings (14); Exhibit 2\_Photos (23, 24).
- 5) **Pre-fabricated 5 Drawer Parts Tool Box:** Five-(5) drawer locking aluminum vertical tool box (prefabricated box) such as "Northern Tool Signature Series Aluminum Diamond Plate exterior Locking Storage Toolbox model # 34914" or equivalent attached with 3/8 inch stainless steel bolt lock and flat washers and grade 8 nuts. See Exhibit 1\_Drawings (2, 3); Exhibit 2\_Photos (25, 26).

**3.05. Drip Torch Holders.** Two-(2), diamond-plate .125 aluminum drip torch holders. Each holder must be able to hold two-(2) standard drip torches and have four-(4) cut out corners for drain holes. Design must ensure that torches sit in tightly for transit over rough terrain. Bottom of holder must be smooth aluminum surface. Holders will be attached with a minimum of 3/8 stainless steel bolts, lock and flat washers with grade 8 nuts. See Exhibit 1\_Drawings (18); Exhibit 2\_Photos (27).

**3.06. Water Cooler Holders/Boxes (Circular).** Two-(2) cooler holders of .125 aluminum diamond plate to fit five-(5) gallon circular igloo style drink coolers. Holder will contain drain holes and bottom of holder must be smooth aluminum surface. Mounted with a minimum of 3/8 stainless steel bolts, lock and flat washers with grade 8 nuts placed in corners to avoid rubbing cooler bottom. See Exhibit 1\_Drawings (17); Exhibit 2\_Photos (28).

**3.07. Gerry Can Holder.** One-(1) Gerry can holder constructed with .125 aluminum diamond-plate; capable of holding two-(2), five-(5) gallon rectangular military style fuel containers with four-(4) cut out corners for drain holes. Bottom of holder must be smooth aluminum surface. Holders will be attached with a minimum of 3/8 stainless steel bolts, lock and flat washers with grade 8 nuts and situated so that fasteners do not contact the underside of the fuel cans. See [Exhibit 1\\_Drawings](#) (18); [Exhibit 2\\_Photos](#) (29).

**3.08. Burn Mix Storage Tank.** One-(1) RDS Manufacturing burn mix storage tank RDS Model # 13COMBO-AF, RDS Part # 73603. No substitutions allowed. Mounted using stainless steel bolts in each corner. See [Exhibit 1\\_Drawings](#) (3); [Exhibit 2\\_Photos](#) (29).

**3.09. Tire and Storage Box.** One-(1) top-mounted tire and storage box, mounted to top of poly tank along the rails. Box will be 41-inch length by 44-inch width by sixteen-(16)-inch height, made from .125-inch aluminum diamond plate. Box will be water tight in design. Box must use 1 forward facing full-width piano style hinge. Box must be designed to use the tank's track system and lifting sockets for box attachment. No drilling into the tank is allowed as an attachment method. DEP can provide tank drawings. Box will be mounted with a minimum 7/16 stainless steel bolts, lock and flat washers with grade 8 nuts. See [Exhibit 1\\_Drawings](#) (11); [Exhibit 2\\_Photos are for mounting location purposes only. Photos are of a basket. This project requires construction of aluminum boxes not a basket](#) (30, 31).

**3.10. Tube Box.** One-(1) draft tube box constructed with .125 aluminum diamond-plate cabinet, twenty-(20)-inch height by ten-(10)-inch width by eight-(8)-inch depth. Front is a hinged door with a lock (matching key to truck boxes). Hinge will be on left side of box so door opens to the driver's side of the truck. Four-(4) vertical holes in the rear are fitted with four-(4)-inch Schedule 10 aluminum pipe or equivalent to hold eight-(8)-foot draft line sections. One-(1) section will need to be slightly longer to accommodate extra length of the foot valve. Tubes are clamped in place and secured to the truck bed in a vertical stack. Tubes will have a secured cap on the cab end that provides drainage and act as a stop for the draft line. Tubes are angled downwards for drainage. Box shall be mounted with minimum 3/8 stainless steel bolts, lock and flat washers with grade 8 nuts. See [Exhibit 1\\_Drawings](#) (6, 7); [Exhibit 2\\_Photos](#) (3, 4, 13, 32).

**3.11. Tank.** One-(1), 400 gallon rectangular water tank constructed of 1/2-inch thick Polyprene™ sheet stock. The material shall be non-corrosive and stress relieved, black in color, and UV stabilized for maximum protection. All external joints and seams shall either be bent, extrusion or butt-welded and electronically tested for maximum strength. The unit shall incorporate transverse partitions that shall interlock with a series of longitudinal partitions. All swash partitions shall be designed to allow for maximum water and air flow between compartments and are fully welded to each other as well as to the inside of the tank. The passenger side rear wall of the tank shall have a built-in site gauge two-(2)-inch width, natural in color, and 70% transparent. The tank shall be equipped with a combination vent/overflow and manual fill tower. The fill tower shall be square and constructed of 1/2-inch Polyprene™ with dimensions of ten-(10)-inch width by ten-(10)-inch length by eight-(8)-inch height with a hinged cover. There shall be one-(1) sump as standard per tank. The sump shall be recessed into the tank floor and be a minimum of 5/8-inch. The sump shall not be visible from or protrude thru the bottom of the tank more than 5/8-inch. Tank to incorporate two-(2) booster reel mounts with adjustable T-nuts for maximum use. Tank will have mounting flange (at least two-(2)-inches on both sides and rear) which allow mounting to an aluminum truck bed. Tank shall be fastened to truck with no less than 1/2-inch grade 8 bolts, nuts, lock and flat washers and with two-(2)-inch width by five-(5)-inch length by 5/8-inch thick stainless steel flat stock with six-(6) located across the back of tank and five-(5) down each side. Tank will have two-(2)-inch FNPT tank suction and 1.5-inch FNPT tank fill. See [Exhibit 1\\_Drawings](#) (5).

**3.12. Manifold.** One-(1); 1/4-inch stainless steel manifold measuring twenty-two-(22)-inch height by four-(4)-inch width by four-(4)-inch depth with a seven-(7)-inch by seven-(7)-inch by .375-inch base plate with four-(4) pre-drilled 1/2-inch corner holes for attachment to the truck deck. DEP will confirm locations of corner holes once deck is constructed. All nipples are threaded NPT and two-(2)-inch in length. Manifold shall have four-(4) 1.5-inch outlets, three-(3) 1-inch outlets, and one-(1) 3/4-inch outlet. Specific drawings with placement of outlets and anchoring holes will be available. Manifold shall be fitted with all fittings as outlined in drawings 21 and 22. All manifolds shall be pressure tested to 300 psi. Manifold shall be mounted with minimum 1/2-inch stainless steel bolts, lock and flat washers with grade 8 nuts. See [Exhibit 1\\_Drawings](#) (20, 21, 22); [Exhibit 2\\_Photos](#) (15, 26, 33, 34, 35).

**3.13. Pump.** Pump will be one-(1) Wick-F200 or Striker II-Plus: Thirteen-(13)-HP Honda, electric start, two-(2) stage detachable pump end, speed increaser, one-(1) piece stainless or aluminum pump clamp, carrying frame,

1.5-inch discharge poppet or flapper style check valve, hand primer. Pump end is two-(2)-inch NPSH suction and 1.5-inch NPSH discharge and will have adaptors attached – two-(2)-inch female NPSH by two-(2)-inch male NPT aluminum rocker lug swivel adapter on suction side and 1.5-inch female NPSH by 1.5-inch male NPT aluminum rocker lug swivel adapter. All suction side plumbing will be a minimum of schedule 40 stainless steel. Suction side plumbing must be supported by the bed using a support riser. Pump exhaust guard will be manufactured and installed to serve as heat shield. Pump motor shall have an oil drain hose attached to facilitate routine oil changes. See [Exhibit 1\\_Drawings](#) (23); [Exhibit 2\\_Photos](#) (3, 36, 37, 38, 39, 41).

**3.14. Pump Panel.** Pump panel shall be constructed of 1/8-3/16 aluminum plate. The unit shall have an hour meter and light switches. Panel shall be mounted to the pump sub-frame. Hour meter shall be self-powered type to include hours run and engine RPM's. All switches shall be sealed type marine grade with pigtailed and hermetically sealed toggle covers installed. Connections shall be crimp type or soldered, sealed with heat shrink and secured. Panel shall have at least one-(1) LED light mounted next to it illuminating the panel. This LED light shall be wired in to the underside tool box light circuit. See [Exhibit 2\\_Photos](#) (40).

**3.15. Hose Reel.** One-(1) Standard Hannay EPF 24-23-24 RT (includes 0.5-hp electric rewind) steel reel w/hand crank and standard brake with one-(1); one-(1)-inch NPSH inlet and outlet. Reel will include one-(1) high and one-(1) low mounted outrigger, two-(2) FH-3 rollers, and one-(1) low style riser. Riser will have ten-(10)-feet of one-(1)-inch NPSH thread hardline coupled to it, and then 100-feet of one-(1)-inch NPSH thread Niedner Reeltex hose coupled to the hardline.

**3.16. Hose Reel Wiring.** Two-(2) marine grade momentary push button switches with caps shall be mounted through the side rails of the truck bed one-(1) on each side. Marine grade double insulated wiring fourteen-(14) gauge /2 conductors shall be routed in a manner to keep the wiring protected and from being damaged during field operations. Wiring shall be secured using rubber/metal insulated eyelets. All wiring shall be crimped/or soldered and sealed with heat shrink. Reel motor will be wired with proper gauge wire with a fifty-(50) ampere manual resettable breaker housed along with the solenoid in the bed electrical box. All wiring will be tied into the hose reel junction box. See [Exhibit 1\\_Drawings](#) (25, 26); [Exhibit 2\\_Photos](#) (29, 46).

**3.17. Electrical.** All electrical wiring shall be multi-conductor and marine grade with double shielding insulation.

For bed power there will be a dedicated positive and a ground wire run to the electrical box on the bed. Electrical box shall be part# HW-J100804CHQR with stainless steel subpanel Part# HW-MP1008SS supplied by Automation Direct. All fittings attached to the electrical box shall be water tight. Rear feed will have a 150 ampere manual trip /resettable breaker mounted under the hood. All power cables going to the rear of truck will be four-(4) gauge. All ends will be crimped or soldered copper eyelets. Ends will be sealed / heat-shrank and secured with stainless steel insulated eyelets for protection. Power feed should be routed to avoid exhaust areas. Any areas potentially exposed to high temperature will be insulated with a high temperature shielding. Insulating fittings will be used in any place where cables go through body parts. See [Exhibit 1\\_Drawings](#) (24, 25, 26, 27); [Exhibit 2\\_Photos](#) (46).

**3.18. Radio/PA/Siren Console, Light Bar/LED Safety Lights, and General Electrical Accessory Outfitting.** The mobile Radio, Siren/PA controller, auxiliary 12-volt plugs, flashlight charger, portable radio charger and mobile radio external speaker will all be housed in a radio stack formation located in the center of the cab. Unit shall be bolted to the floor (not screwed) using stainless steel bolts, nuts, flat and lock washers. See [Exhibit 2\\_Photos](#) (44).

- 1) Emergency lighting- LED light bar at least forty-six (46)-inches length, fifteen-(15)-inches depth and 2.75-inches width. Unit will contain at least four-(4) pattern programmable sector warning lights two-(2) on each end. Two-(2); alley lights and intersection lights; two-(2) rearward facing work lights. Up fitter switches on dash will control sector lights on one-(1) switch, alleys and rear work on one-(1), intersections on one-(1). Lights shall be wired to only operate with the key in the run position. Light bar shall be mounted to the head rack behind/over cab with stainless steel hardware. All electrical connectors and connections will be of proper size and double sealed. All wiring shall be loomed, water tight connections, secured with stainless steel insulated eyelets and meet USDOT and NFPA standards.
- 2) Grille and bed lights- Four-(4) surface mount brick style LED lights (approximately six-(6)-inches long by two-(2)-inches wide) shall be installed, two-(2) red on the grill and one-(1) red and one-(1) amber on the rear of bed in the edge rail. Lights shall be controlled with switch for sector lights on light bar and shall be wired so that the right front will synchronize with the left rear and vice versa. The right rear light will be an amber light per NFPA standards. All wiring and electrical connectors shall be double shielded,



water tight at connections, secured with stainless steel insulated eyelets and meet USDOT and NFPA standards.

- 3) Siren and speaker- One-(1) microphone siren meeting Class A sound requirements, LED backlighting, high/low voltage shutdown protection, multi tones (air horn, manual, thunder, two-tone, wail, yelp), public address, and radio repeat. Minimum 100 watt speaker meeting Class A requirements will be mounted to grill guard with stainless steel fasteners. All wiring will be properly routed to prevent any chaffing or shorts. Power will come through an upfitter auxiliary circuit switch that is controlled by the key. All wiring and electrical connectors shall be double shielded, water tight at connections, secured with stainless steel insulated eyelets and meet USDOT and NFPA standards. See [Exhibit 2\\_Photos](#) (43).
- 4) VHF mobile radio- One-(1) Bendix King DMH VHF mobile radio, with smart microphone and auxiliary inside speaker. Mobile radio will be fused and power-wired in accordance with Bendix King technical specifications. Radio will also be wired to broadcast through P.A./siren speaker. Microphone holder will be affixed in a manner as to not impede any dash controls or air bag deployment zones. Antenna wiring will be routed out the back of cab through a water tight grommet and attached to bracket on head rack. All wiring and electrical connectors shall be double shielded, water tight at connections, secured with stainless steel insulated eyelets and conform to USDOT and NFPA standards.
- 5) Electrical Accessories- include a rechargeable flashlight, three-(3) plug auxiliary power receptacle, and a Bendix King DPH radio charger. All accessories will be fused and wired through a circuit controlled by the key. All mounting hardware will be stainless steel and of nut, washer, lock washer and bolt configuration.

All wiring and electrical connectors shall be double shielded, water tight at connections, secured with stainless steel insulated eyelets and meet US DOT and NFPA standards. See [Exhibit 2\\_Photos](#) (44).

**3.18. Winch and Brush Guard.** One-(1) WAR-47801 – 15,000 lb winch; One-(1) WAR-84275 – GEN II transformer mounting kit; One-(1) WAR-85055 – Grille Guard Kit; One-(1) WAR-84795 Headlamp Kit for 2017 Ford Super Duty F-450 Truck. Installation requirements – wiring sleeves, crimped eyelets or soldered, heat shrink, installed in manner not to chafe or rub. See [Exhibit 2\\_Photos](#) (43)

**3.19. Fire Extinguisher.** A five-(5) lb ABC type fire extinguisher shall be securely mounted under the driver side rear flip up seat; attached using stainless steel bolts, nuts lock and flat washers. A (Fire Extinguisher Inside) sticker shall be placed on the outside of the driver side rear door.

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## SECTION 4.00 SPECIAL CONDITIONS

### 4.01. Definitions. Listed below are definitions specific to this Bid:

- a) "Associated Business Entity" shall mean a Business Entity, that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Bidder; including but not limited to, the following: i) a business entity twenty percent (20%) or more of whose outstanding voting securities, membership interests or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Bidder, ii) a business entity which directly or indirectly owns controls, or holds, with power to vote, twenty percent (20%) or more whose outstanding voting securities, membership interests or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Bidder.
- b) "Business Entity" includes firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, companies, fiduciaries, corporations, and all other groups or combinations.
- c) "Control" means the ability, directly, or indirectly, to direct the management or policies of an entity, whether through ownership of securities, by contract, or otherwise, including through common officers, directors, executive, partners, shareholders, employees, members, or agents who are active in the management of an entity.

**4.02. Additional Quantities.** For a period not exceeding the term of this bid, the Department reserves the right to acquire additional quantities on an as-needed basis, depending on the availability of funds, at the same unit price(s), terms and conditions.

**NOTE: This section supersedes Section 5.00, General Contract Conditions (PUR-1000), Section 5.05, Additional Quantities.**

**4.03. Additions / Deletions.** During the term of the contract resulting from this bid, the Department shall have the right to make product changes that result in additions, deletions, or revisions to awarded items / services. Specifications and prices of items added or revised must be agreed upon in writing by both the Department and Contractor. Prices of added or revised items shall be mutually agreed upon by the Department and Contractor.

### 4.04. Assertion of Confidentiality Regarding Submitted Materials.

- A. Replies should contain only information that is responsive to the Solicitation. Any relevant and responsive information submitted which is asserted by you to be proprietary, trade secret, intellectual property, or otherwise confidential ("Confidential Information") and which you claim as privileged from disclosure despite any applicable Florida Public Records Law, must be clearly marked as such in the un-redacted version of your reply, and either removed from or obliterated in the Redacted Copy.
- B. If Bidder fails to submit a Redacted Copy, the Department is authorized to produce the entire un-redacted document submitted to the Department in response to a public records request encompassing the reply.
- C. The Redacted Copy should redact all, but only, those portions of material that Bidder asserts are Confidential Information. Bidder must identify the statutory citation supporting its claim of confidentiality for each and every redaction.
- D. Failure to identify asserted Confidential Information in replies, and/or to redact such information in the Redacted Copy, shall constitute a waiver of any claim of confidentiality or exemption to such information, document or reply.

**4.05. Compliance with Laws.** The Bidder shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, F.S., and Rule 60A, F.A.C., govern the Contract. By way of further non-exhaustive example, the Bidder shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

**4.06. Conflict of Interest.** The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

**4.07. Disclosure.** Information will be disclosed to Bidders in accordance with State statutes and rules applicable to this Bid after evaluations are complete

**4.08. Disqualification.**

- A. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this contract/purchase order.
- B. Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this contract/purchase order, pursuant to State of Florida Executive Order No.: 11-116. Also, the Contractor shall include in related subcontracts, if authorized under this contract/purchase order, a requirement that subcontractors performing work or providing services pursuant to this contract/purchase order utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.
- C. If Contract value exceeds one (1) million dollars, Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this contract/purchase order. Pursuant to Section 287.135, F.S., the Department may immediately terminate this contract/purchase order for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the contract/purchase order. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorized these contracting prohibitions then they shall become inoperative.

**4.09. Financial Consequences.**

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) days of being notified of the unsatisfactory deliverable.

B. If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion: 1) assess liquidated damages if specified in the Contract or its attachment; 2) request from the Contractor agreement to a reduction in the amount payable; 3) suspend all Work until satisfactory performance is achieved, or 4) terminate the Contract for failure to perform.

**4.10. Corrective Action Plan.** In the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (**CAP**) be submitted by the Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.

- B. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.
- C. Failure to respond to a Department request for a CAP shall result in suspension or termination of the Contract.

**4.11. Firm Response.** The Department may make an award within one hundred eighty (180) days after the date of the bid opening, during which period the reply submitted shall remain firm and shall not be withdrawn. If an award is not made within one hundred eighty (180) days after the bid opening date, the reply shall remain firm until either the Department posts an Agency Decision or the Department receives a written notice from the Bidder that the reply is withdrawn, whichever occurs first. Any reply that expresses a shorter duration shall be rejected.

**NOTE: This section supersedes Section 2.00, General Instruction to Respondents (PUR1001), Section 2.14, Firm Response.**

**4.12. Forum Selection and Choice of Law.** The contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**4.13. In-State Preference for COMMODITY BIDS ONLY.** In accordance with Section 287.084, F.S., when the lowest responsible and responsive submittal is received from a Bidder whose principal place of business is located outside the State of Florida, a five percent (5%) price preference shall be awarded to the lowest responsible and responsive Bidder whose principal place of business is located in the State of Florida unless the state where the out-of-state Bidder is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive Bidder, whose principal place of business is located in the State of Florida responding to this Bid.

All Bidders should complete the attached "In-State Preference Form" and submit with their reply. A Bidder whose principal place of business is located outside the State of Florida, must include with their reply a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences granted by that state to its own business entities in the letting of public contracts.

For the five percent (5%) preference, the Department will apply five percent (5%) to the price(s) of the lowest out of state Bidder whose state does not grant a preference if that Bidder has submitted the lowest responsible and responsive submittal.

**4.14. Invoicing and Payment.** As consideration for the commodities rendered under this Bid, the Department shall pay the vendor(s) as specified on the purchase order(s). Payments shall be made in accordance with Section 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to the Bidder due to preparation errors will result in a delay in payment. All bills for amounts due under this Bid shall be submitted in sufficient detail as may be required by the Department for a proper pre-audit and post-audit.

**NOTE: This section supersedes Section 5.00, General Contract Conditions (PUR-1000), Section 5.15, Invoicing and Payments.**

**4.15. Laws and Permits.** The selected contractor must comply with all local, state, and federal laws, rules, regulations and codes whenever work is being performed under the contract. All permits and licenses required for the selected contractor's company operations under the contract must be obtained by the selected contractor and maintained for the duration of the contract. The Department will not pay for the cost of licenses or permits required by the selected contractor for company operations.

**4.16. Misrepresentations.** All information submitted and representations made by the Bidder are material and important and will be relied upon by the Buyer in awarding the contract. Any misstatement or omission (a "Misrepresentation") shall be treated as a fraudulent concealment of the true facts relating to submission of the Bid. A misrepresentation shall be a basis for Buyer to disqualify the Bidder from participating in this Bid, and any re-bid pertaining to this subject matter (regardless of whether the re-bid resulted from Bidder's misrepresentation) and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

**4.17. Public Records Requests.**

- A. If a public records request is made for the Reply, the Department will provide the requestor access to the Redacted Copy, bearing Bidder's assertion of exemption from disclosure. If a public records request is made for the un-redacted Reply challenging the assertion of exemption, the Department will notify Bidder that the requested records contain asserted Confidential Information. Bidder shall be solely responsible for taking whatever action it deems appropriate to legally defend its claim of exemption from disclosure under the Public Records Law.
- B. Bidder shall obtain either an agreement with the requestor withdrawing its request, or commence an action in a court of competent jurisdiction requesting an injunction prohibiting its disclosure within seventy two (72) hours (excluding weekends and state and federal holidays) of Bidder's receipt of notice of the public records request.
- C. By submitting its reply, Bidder agrees that no right or remedy for damages against the Department will arise from disclosure by the Department of the alleged Confidential Information following Bidder's failure to promptly protect its claim of exemption.
- D. By submitting a Response to this Solicitation, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's assertion that the redacted portions of its proposal are Confidential Information not subject to disclosure.

**4.18. Samples.** The Department reserves the right to request samples of Bidders product for testing and evaluation during the Bid process. Samples will be provided within twenty (20) days at no cost to the Department. The Department will return samples to Bidder within sixty (60) days after the award of the contract if written request and return, postage paid packaging is provided by Bidder at the time of sample submission.

**4.19. Transaction Fee.**

- A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(22)(c), F.S. (2015), all payments shall be assessed a Transaction Fee which the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.032, F.A.C.
- B. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- C. Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract.

- D. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprourement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

**NOTE: This section supersedes Section 5.00, General Contract Conditions (PUR-1000), Section 5.14, Transaction Fee.**

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## **SECTION 5.00 – GENERAL CONTRACT CONDITIONS (PUR 1000)**

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Reply. Form PUR 1000 may be accessed at [http://dms.myflorida.com/business\\_operations/state\\_purchasing](http://dms.myflorida.com/business_operations/state_purchasing) under "Documents, Forms, References and Resources"; "Purchasing Forms".

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the F.S., in which case the statutory requirements shall take precedence.

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**SECTION 6.00 RESPONSE FORM**

Each section must be completed on the "Response Form" or the reply shall be deemed non-responsive and rejected. Award will be made to the responsive, responsible Bidder offering the **Lowest Total Bid Price**. The total bid price submitted shall include all things necessary to provide the product and service outlined in Section 3.00 Technical Specifications, including but not limited to: personnel/labor costs, materials, equipment, trailer transport costs (pick-up and delivery), installation, insurance fees, permits, miscellaneous/incidental expenses. No Additional costs will be paid by the DEP for the product or service.

**FORD F-450 FIRE ENGINE PROJECT**

**\$\_\_\_\_\_ TOTAL BID PRICE**

IS THE BID PRICE WITH AN **ALTERNATE INSTALLATION METHOD**? (Yes/No) \_\_\_\_\_

***If Yes, the Bidder shall include with the submitted bid all configuration drawings reflecting the alternate installation, or bid will be rejected.***

If bidding an **equivalent product**, the Bidder shall include with the submitted bid all appropriate catalog materials, literature, specifications, test data, etc. to demonstrate product comparability, ***or bid shall be rejected***. The Department of Environmental Protection (DEP) shall determine in its sole discretion whether a product is acceptable as an equivalent.

***Note: Section 4.02 Additional Quantities.*** For a period not exceeding the term of this bid, the Department reserves the right to acquire additional quantities on an as-needed basis, depending on the availability of funds, at the same unit price(s), terms and conditions.

Signature: \_\_\_\_\_

Name of Bidder /Company: \_\_\_\_\_

Printed/Typed Name of  
Authorized Signatory and Title: \_\_\_\_\_

***Footnotes, notation, and exceptions made on this form shall not be considered.***



**SECTION 7.00 – CERTIFICATION OF DRUG-FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish 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 against the employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
- 4) In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation, in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this vendor complies fully with the above requirements.

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

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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**SECTION 8.00 – IN-STATE PREFERENCE FORM**

Bid Number: \_\_\_\_\_

Title: \_\_\_\_\_

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012:

In a competitive bid in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the State of Florida and that state where the Bidder's principal place of business is located does not grant a preference in competitive bid to Bidder s having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in this State shall be five percent (5%).

*Note: The vendor is required to complete and submit this form with its bid to be considered for this preference.*

Vendor Name: \_\_\_\_\_

Vendor ID: \_\_\_\_\_

The Vendor (does  ) (does not  ) have a principal place of business located in the state of Florida.

If so, please provide an address:

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

**Note:** A Bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business is in that foreign state in the letting of any or all public contracts.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

## SECTION 9.00 – BID REPLY CHECKLIST

To ensure that your reply package can be accepted, please be sure the following items are fully completed and enclosed:

1. \_\_\_\_\_ The Bidder Acknowledgement Form must be completed and signed. If a Bidder fails to submit a completed Acknowledgement Form with their reply the Department reserves the right to contact the Bidder by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the reply has met all other requirements of the Bid. Did you complete the following:
  - 1) Bidder Name;
  - 2) Bidder Mailing Address;
  - 3) City, State and Zip Code;
  - 4) Phone Number and Fax Number with Area Code;
  - 5) Email Address;
  - 6) F.E.I.D. Number;
  - 7) Type of Business Entity (Corporation, LLC, Partnership, etc.);
  - 8) Sign Form (by individual authorized to bind company);
  - 9) Type Name of Signatory and Title; and,
  - 10) Primary and Secondary Contact Information?

**In the event that Bidders submit a reply as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.**

2. \_\_\_\_\_ State Project Plan - State Project Plan that addresses the following:
  - 1) Minority-, Women-, and Service Disabled Veteran Business Enterprises;
  - 2) Environmental Considerations;
  - 3) Certification of Drug-Free Workplace (complete and sign, if applicable);
  - 4) Use of RESPECT; and,
  - 5) Use of PRIDE.
3. \_\_\_\_\_ The Response Form (Section 6.00) must be completed and signed. **If a Bidder fails to submit a completed Response Form with their submittal, the submittal will be rejected.**

Did you complete the following?

  - 1) Prices;
  - 2) Sign Form;
  - 3) Bidder/Company Name; and
  - 4) Print/Type name of Signatory and Title.

**If you assert that any portion of your Reply is exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the Reply as well.**

**This “Checklist” is provided merely for the convenience of the Bidder and may not be relied upon in lieu of the instructions or requirements of this Bid.**

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