

State of Florida
Department of Financial Services
Invitation to Bid (“ITB”)
Number DFS FM ITB 15/16-08

Fire Engine Procurement – State Fire Marshal – State Fire College

Purchase of Two (2), Four (4) Door Fire Engines

Respondents are cautioned and reminded to read carefully and respond precisely and fully to all information contained on Forms PUR 1000 and PUR 1001 which, except as modified by this ITB (which constitutes Special Conditions to PUR 1000 and PUR 1001), are incorporated and are attached as the cover sheets to this Invitation to Bid. In addition all requirements specified in the proposal itself must be adhered to in the Response. Under Florida law, an Invitation to Bid may not be negotiated.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

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A – MyFloridaMarketPlace Purchase Order Terms and Conditions

B – Statement of Work

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E – Identical Tie Response Certification Form

F – Out-of-State Preference Letter from Attorney Form

DFS FM ITB 15/16-08

Fire Engine Procurement – State Fire Marshal – State Fire College

SECTION 1. INTRODUCTION

1.1 Purpose

Pursuant to section 287.057, Florida Statutes (“F.S.”), the State of Florida Department of Financial Services (“Department” or “DFS”) seeks Responses to this Invitation to Bid (ITB) from qualified vendors (“Respondents”) who can provide two (2) fire engines in accordance with the specifications attached in the Statement Work, Attachment B, for use by the Division of State Fire Marshal to provide training at the Florida State Fire College.

1.2 Solicitation Objective

To obtain two (2) fire engines to be utilized for training at the Florida State Fire College.

1.3 Term

The initial term of the contract will be from the date of execution of the Purchase Order that results from this ITB (“PO”) until July 22, 2016, with no renewals.

1.4 Definitions

The following definitions apply to this ITB, in addition to the definitions in the PUR 1000 and PUR 1001 which are described in ITB section 3.1. Additional definitions specific to the solicitation can be found in section 3 of the Statement of Work, which is attached as Attachment B.

- 1) **Business Days** - include Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida. “Day” means business day (defined as the Department’s normal working hours) unless otherwise described.
- 2) **Fire Engine** - A structural fire suppression unit designed to be used under emergency conditions to transport personnel and equipment, and to support the extinguishment of fires and mitigation of other hazardous situations
- 3) **Confidential Information** - Any portion of the ITB or a Respondent’s documents, data, or records disclosed relating to its Response that is not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or any other state or federal authority.
- 4) **Contract** - The agreement that results from this competitive procurement, if any, between the Department and the vendor identified as providing the best value to the State. This Contract will also be referred to as the PO. (This definition replaces the definition in the PUR 1000.)
- 5) **Contractor** - The Respondent that will be awarded a Contract pursuant to this solicitation.
- 6) **Mandatory Requirements** - Means that the Department has established certain requirements with respect to Responses to be submitted by Respondents. The use of “shall” or “will” (except to indicate simple futurity) or “must” in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the Invitation to Bid Response or termination of the Contract.

- 7) Minor Irregularity - Used in the context of this solicitation and Contract, indicates a variation from the Response terms and conditions that does not affect the price provided in response to the Invitation to Bid, does not give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.
- 8) Response - The materials submitted to the Department in accordance with the ITB by vendors qualified to bid. The solicitation Response may be referred to as "bid" or "proposal."

1.5 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Procurement Officer. Requests for accommodation for meetings must be made at least five workdays prior to the meeting.

1.6 Contact Person – Procurement Officer

Refer ALL inquiries to the Procurement Officer. Pursuant to section 287.057(23), F.S. and the PUR 1001, section 21, the Procurement Officer is the sole point of contact from the date of release of this ITB until contract award is made. All procedural questions and requests for clarification of this solicitation shall be submitted in writing to:

Department of Financial Services
Attn: Pamela McLean, Purchasing Services
200 E. Gaines Street, Larson Building
Tallahassee, FL 32399-0317
Email: Pamela.McLean@myfloridacfo.com

Between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, Respondents to this solicitation or persons acting on their behalf shall not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Purchasing Agent as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Response.

The Department will not talk to any vendors or their agents regarding a pending solicitation. Please note that questions will NOT be answered via telephone. Responses to questions posed to the Purchasing Agent in writing will be posted on the Vendor Bid System ("VBS") website, at http://myflorida.com/apps/vbs/vbs_www.main_menu (modifies PUR 1001, section 5).

SECTION 2. ITB PROCESS

2.1 General Overview of the ITB Process

The ITB is a method of competitively soliciting a commodity or contractual service under Chapter 287, F.S. The Department posts an ITB on the VBS to initiate the process. The ITB will initially be posted where Vendors can view and download all information. Vendors can submit formal questions in writing to the Procurement Officer by the date listed in the timeline of events below. Once the Department posts the answers to the questions, Vendors may begin submitting Responses as indicated in section 3.4. Submission earlier than 10 days before the Responses are due is not recommended since the Department

may post additional addenda. Responses must be submitted by the deadline listed in the timeline of events below. The Department will open the Responses in a public meeting. Prices will not be read at the ITB Opening.

All responses will be reviewed for compliance with the mandatory minimum requirements. Responses must satisfy certain mandatory minimum requirements in order to be evaluated for lowest price. Once the Department has evaluated the Responses, the Department will post a notice of intent to award on the VBS. The Department reserves the right to reject all Responses. The Department will then post a notice of intent to award on the VBS. The Department may not proceed with a contract award if there is a conflict of interest based upon the vendor gaining an unfair competitive advantage.

2.2 Timeline of Events

The following schedule will be strictly adhered to in all actions relative to this solicitation. The Department reserves the right to make adjustments to this schedule and will notify participants in the solicitation by posting an addendum on VBS. It is the responsibility of the Respondents to check VBS on a regular basis for such updates.

| Timeline of Events | Event Time Eastern Time (ET) | Event Date |
|--|------------------------------|------------|
| ITB posted on the VBS | ----- | 12/21/2015 |
| Deadline to submit questions to DFS Procurement Officer. | 5 PM EST | 1/5/2016 |
| Department's anticipated posting dated for answers to Respondents' questions on VBS. | ----- | 1/12/2016 |
| Deadline to submit responses and all required documents to the Department. | 3 PM EST | 1/19/2016 |
| Response opening. Purchasing Office at 200 East Gaines Street, Larson Bldg., Purchasing Services, Tallahassee, FL 32399-0317 | 3 PM EST | 1/19/2016 |
| Anticipated date to post Notice of Intent to Award. | 3 PM EST | 1/19/2016 |
| Anticipated contract date. | ----- | TBD |

2.3 Addenda to the ITB

The Department reserves the right to modify this ITB by issuing addenda. Addenda will be posted on VBS. It is the Respondent's responsibility to check for any changes.

2.4 Contract Formation

The Department will enter into a contract with the Respondent awarded pursuant to section 4.3 in the form of a purchase order. The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting a Response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. If there are any perceived inconsistencies among any of the provisions of the ITB and its attachments, Respondents shall bring these inconsistencies to the attention of the Department prior to the submission of the Response.

2.5 Disclosure of Response Contents

All documentation produced as part of the ITB will become the property of the Department and will not be returned to the Respondent unless it is withdrawn prior to the Response opening in accordance with section 2.6. Responses are subject to section 119.071(1), F.S.

2.6 Withdrawal of Response

Respondents may modify a Response at any time prior to the Response due date. All withdrawals and modifications shall be submitted in writing to the Procurement Officer identified in section 1.6.

2.7 Diversity

The Department is dedicated to fostering the continued development and economic growth of small, minority-, veteran-, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, small, minority-, veteran-, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime Respondents and subcontractors under prime contracts.

SECTION 3. RESPONSE INSTRUCTIONS

3.1 Purchasing Instructions and General Conditions

Respondents are cautioned and reminded to read carefully and respond precisely and fully to all information contained on Forms PUR 1000 and PUR 1001 which, except as modified by this ITB (which constitutes Special Conditions to PUR 1000 and PUR 1001), are incorporated herein.

PUR Form 1001, General Instructions to Respondents, and PUR Form 1000 are available online at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms. The requirements of this ITB, including the attached MyFloridaMarketPlace (MFMP) Purchase Order Terms and Conditions, are special instructions for purposes of superseding the provisions PUR 1001 in compliance with Rule 60A-1.002(7), Florida Administrative Code (F.A.C.).

Inapplicable Provisions of PUR 1001, General Instructions:

The following provisions found in the PUR 1001, attached in the VBS, are not applicable to this ITB:

- Section 3. Electronic Submission of Responses
- Section 5. Questions

3.2 MFMP Registration

Respondents must, by the time the Purchase Order is entered, have a current vendor registration and be active within the MFMP Vendor Information Portal at <https://vendor.myfloridamarketplace.com/>.

Unless exempted under Rules 60A-1.030 - .032, F.A.C., each vendor doing business with the State of Florida shall submit reports and be assessed a Transaction Fee of one percent (1.0%) on its payments under a Contract. The Transaction fee must be remitted within 40 days after receipt of payment for which such fees are due, or the vendor shall pay interest at the rate established under section 55.03(1), F.S., on the unpaid balance from the expiration of the 40-day period until the fees are remitted. (See PUR 1000, section 14 and <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>).

3.3 Who May Respond

The Department will evaluate Responses from responsive and responsible fire apparatus vendors/ manufacturers, who have a demonstrated experience in the provision of units identified within the Statement of Work, Attachment B. The Contractor will be responsible for obtaining and maintaining at its expense any business licenses or permits required in the operation of its business and performance of the Services, including, but not limited to, the registration with the Department of State.

3.4 How to Submit a Response

The Department is not liable for any cost incurred by a Respondent in responding to this solicitation. The Respondent is required to examine carefully the contents of the solicitation and be thoroughly informed regarding all of its requirements.

The objective of this solicitation is to elicit firm contractual offers subject to the Department's acceptance in the form of sealed Responses. The sealed responses must contain a cover letter, a technical response, and a separately sealed cost response, described in more detail below.

For a Response to be responsive the Respondent must be committed to enter into a contract based on this ITB and the Respondent's Response. If a Response contains language which withdraws or negates commitments to requirements of the ITB, or qualifies the Response such that it is not a firm offer to contract under terms consistent with the requirements of this ITB, the submission shall be subject to being deemed nonresponsive and rejected. Respondents are cautioned to carefully proofread Responses to ensure the removal of boilerplate disclaimers which have the effect of negating commitments made elsewhere in the Response.

Responses that do not contain all required information will be deemed non-responsive. Respondents should prepare Responses simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this ITB. The emphasis of each Response is to be on completeness and clarity of content.

Respondents are responsible for submitting their Responses by the date and time specified in section 2.2 of this solicitation. The Department will not consider late Responses.

The sealed Response must be received in the Purchasing Office at 200 East Gaines Street, Larson Bldg. Purchasing Services – Room B24, Tallahassee, FL 32399-0317 by the deadline listed in the Timeline in section 2.2. All timely Responses will be opened in the Purchasing Office at that time. Mark the Response package clearly on the outside with: RESPONSE NUMBER DFS FM ITB 15/16-08, DATE AND TIME OF RESPONSE OPENING, and the number of binders (as described below). Provide one (1) original, three (3) duplicate paper copies of the Response, one (1) electronic copy on a CD, and one (1) redacted copy of the Response if applicable.

a) The "original" Response will contain the originals of any documents required to be signed as part of the Response submission (e.g., the original signed cover letter). The original Response as submitted should bear the following printed information on both its outside front cover and on its spine:

- Respondent's exact legal name, in which name the contract would be awarded
- Response regarding ITB # DFS FM ITB 15/16-08
- ORIGINAL, Binder ___ of ___

b) The "copies" of the Response will contain photocopies of signed documents required to be signed as part of the Response Submission. Bind each copy in a 3-ring binder(s) just as the original, with a complete and exact duplicate of the original. For each copy, all sections may be contained in one binder clearly labeled as each Response section. Each copy of the Response should bear the following printed information on both its outside front cover, and on its spine:

- Respondent's exact legal name, in which name the contract would be awarded
- Response regarding ITB # DFS FM ITB 15/16-08
- Copy # ____, Binder ___ of ___

c) If Respondent considers any portion of the documents, data or records submitted in reply to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Respondent must also provide the Department with a separate redacted copy of its Response titled "Redacted Copy." This redacted copy shall be identical to the unredacted "copies" of the Response, except that it will contain selectively redacted portions of the Response and will specifically identify the statutory basis for the exemption. **RESPONDENTS SHALL NOT MARK THE ENTIRE RESPONSE AS TRADE SECRET. ANY RESPONSE SO MARKED WILL NOT BE CONSIDERED.** Failure to provide a redacted version when confidentiality is claimed by the Respondent may be cause for determination of non-conformance. Any responses to Department requests for, or questions about, security of a proposed technology system to be used by the Department, or information subject to sections 119.011(14), 119.071(1)(f) and (3), F.S., must be: (1) REDACTED in the redacted version of the Respondent's response and (2) must be maintained in confidence.

d) Communications. Between the release of this solicitation and the end of the 72-hour period following the agency's posting of the notice of the intended award, tolled in accordance with PUR 1001, section 21, no negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussion with any Department employee. The Department will not talk to any vendors or their agents

regarding a pending solicitation. Please note that questions will NOT be answered via telephone. Responses to questions posed to the Procurement Officer in writing will be posted on the VBS website, at http://myflorida.com/apps/vbs/vbs_www.main_menu (modifies PUR 1001, section 5).

Only communications which are in writing from the Department may be considered as duly authorized communications on behalf of the Department. During selection, the Respondent, its agents, and employees will not engage in any written or verbal communication with any Department employee whether or not such individual is assisting in the selection of the Respondent, regarding the merits of the Respondent or whether the Department should retain or select the Respondent. The Respondent will not engage in any lobbying efforts or other attempts to influence the Department in an effort to be selected.

3.5 Cover Letter and Qualification Questions

The cover letter shall be on the letterhead of the entity submitting the Response. The letter shall be addressed to the Department's Procurement Officer and must be dated and signed by an individual who has the authority to bind the Respondent. The Respondent must state that it agrees to each of the Department's mandatory technical requirements of this ITB to qualify for selection under this ITB. The Respondent must submit a Yes/No Response to the following Qualification Questions with its cover letter. A Respondent must meet the qualifications identified in the following Qualification Questions in order to be considered for award. The Department will not evaluate Responses from Respondents containing "No" responses to any of the Qualification Questions or that include any explanation in addition to the Yes/No Response.

- (a) As a minimum qualifications requirement, Respondent must be in compliance with section 607.1501, F.S., which registration is with the Secretary of State. Does Respondent certify that, if applicable, it is registered or will be registered before the effective date of any contract resulting from this solicitation?
- (b) Does Respondent certify that the person submitting the Response is authorized to respond to this ITB on Respondent's behalf?
- (c) Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001.
- (d) Does Respondent certify compliance with PUR 1001, section 9 Representations?
- (e) Does the Respondent agree to not seek indemnification from the Department for any costs or services?
- (f) Does the Respondent meet the requirements for insurance as outlined in section 5.2 of this ITB?
- (g) Did the Respondent submit a separately sealed cost or Price Response (Attachment C) per the instructions in section 3.7?

A Response shall be considered nonresponsive if it contains any disclaimer, such as “the Response is for evaluation purposes only and should not be interpreted as a binding offer or commitment on the part of a Respondent.” Including alternate provisions or conditions to this solicitation that are not consistent with the primary goals of the solicitation may result in the Response being deemed nonresponsive to the solicitation.

Failure to comply with each of the requirements listed shall result in the Response being deemed non-responsive and receiving no further consideration in this ITB process.

3.6 Contents of Technical Response

Respondents are encouraged to minimize redundancy and provide concise responses. Provide a straightforward description of services to be provided and capabilities to satisfy the requirements of this ITB. Responses are to be organized in sections as directed below. Respondents shall complete each section entirely, or the Respondent may be deemed nonresponsive. Conditions and specifications, which are considered mandatory requirements are expressed with the word “shall” or “must” in the description of the requirement. Bids that fail to demonstrate both willingness and ability to comply with such a condition or specification will be considered non-responsive and will be disqualified.

The Response shall be organized as follows:

Section 1 Company Information

No pricing information should be included in the Company Information. Section 1 shall contain the following information:

- (a) Company name and address(es). The awarded Respondent must provide its legal name, and, if applicable, that name must match the Florida business registration with the Department of State.
- (b) The company’s principle place of business. Provide a summary of the Respondent’s locations and staffing in Florida.
- (c) The Dun and Bradstreet (DUNS) number for the Respondent’s business entity, if applicable.
- (d) If applicable, a copy of its registration with the Department of State, which authorizes the company to do business in Florida.

Section 2 Experience and Ability to Provide Fire Engines

Section 2 shall contain the following information:

- (a) Evidence of prior work experience with design, construction, and delivery of four-door fire engines.

Section 3 References

Use the attached Reference Form, Attachment D, to obtain and provide completed references from at least ten (10) customers under which Respondent provided commodities similar to those requested in this ITB. Attachment D will not become part of the Contract.

References shall pertain to current and ongoing sales or those that were completed prior to issuance of this ITB. References shall not be given by:

- Persons employed by the Department within the past three years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

Section 4 Proposed Fire Engine Specifications

Respondent will provide exact technical specifications of the unit it is proposing to deliver that meet the requirements of the Statement of Work, Attachment B. Any pre-printed contract terms and conditions included on Contractor's Response shall be null and void.

Section 5 Optional Forms

Identical Tie Response (Optional to the Respondent) Attachment E
Whenever identical solicitation Response points are received, preference shall be given to the Response certifying in accordance with Rule 60A-1.011, F. A. C. It is optional to include an Identical Tie Response Form attached as Attachment E if applicable to the Respondent. The Identical Tie Response Certification will not become part of the Contract.

Section 6 Other Documentation to be Provided with the Response

Out-of-State Preference Letter from Attorney

As required by section 287.084, F.S., any Respondent that stated in section 3.6 that its "principal place of business" is outside of this state must submit with its Response a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, "principal place of business" means the state in which the Respondent's high level officers direct, control, and coordinate the Respondent's activities. A letter form is provided as Attachment F to the ITB. The letter will not become part of the Contract.

If the Respondent's principal place of business is in Florida, please provide a statement to that effect.

3.7 Price Response (Separately Sealed)

The Price Response, Attachment C, must include the price proposed and a signature by an authorized representative of the Respondent.

Provide with the Price Response a worksheet that states:

- a. Price, which must be specified in the Response;
- b. If the Department contemplates renewal of the contract, the price for each year for which the contract may be renewed; and

- c. Consideration of the total cost for each year of the contract, including renewal years, as submitted by the Respondent.

3.8 Redacted Submissions and Public Records

- (a) Redacted Submissions. The following subsection supplements PUR 1001, section 19. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, Respondent must mark the unredacted document as “Unredacted version – contains Confidential information,” place such information in an encrypted electronic form or a sealed separate envelope, in the format described in Section 3.4(c). The Respondent must also simultaneously provide a redacted version of the document that shall be clearly titled “Redacted Copy.” Failure to provide a redacted version when confidentiality is claimed by the Respondent may be cause for a determination of non-responsiveness.

The Department will follow the procedures identified in ITB section 5.3, Public Records, if the Department receives a request for confidential trade secret information that has been clearly identified as such, in writing, by the Respondent.

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire document, data, or records submitted to the Department in answer to a public records request for these records.

- (b) Solicitation Responses. Sealed bids, proposals, or Responses filed in response to this competitive solicitation are temporarily exempt from public record requests. Pursuant to section 119.071(1)(b), F.S., these Responses are exempt only until the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Notwithstanding any contractual provisions to the contrary, the Department is obligated to make available for inspection or copying any non-exempt public record pursuant to the requirements of chapter 119, F.S., the Public Records Act, and Article I, section 24 of the Florida Constitution. As such, upon receipt of a request to inspect or copy a Response to this competitive solicitation, the Department will make such Response to this competitive solicitation, if no longer exempt pursuant to section 119.071(1)(b), F.S., available for inspection or copying as required by chapter 119, F.S., the Public Records Act, and Article I, section 24 of the Florida Constitution.

Confidential Information. Trade secrets are not solicited or desired as submissions with Responses. Pursuant to section 812.081, F.S., a person who claims that information is a trade secret must take measures to protect such information and to prevent it from becoming generally available. As such, if Respondent includes in its Response information that Respondent considers to be a trade secret that meets the definition provided in section 812.081, F.S., Respondent shall identify the trade secret or other confidential information and cite the legal authority supporting each claim of confidentiality in its Response. **FAILURE TO PROVIDE A REDACTED VERSION WHEN CONFIDENTIALITY IS CLAIMED BY THE VENDOR MAY BE CAUSE FOR**

DETERMINATION OF NON-CONFORMANCE. FAILURE TO PROTECT A TRADE SECRET MAY CONSTITUTE A WAIVER OF ANY CLAIM OF CONFIDENTIALITY.

SECTION 4. SELECTION METHODOLOGY

4.1 Basis of Award

The Contract will be awarded to the responsible and responsive Respondent that submits the lowest priced responsive bid. The Department reserves the right to award multiple contracts for the work contemplated by this solicitation or reject all bids.

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may attend, but they are not required to do so. The Department will not announce prices or release other materials pursuant to section 119.071(1)(b), F.S. The Procurement Officer will open the Price Responses and they will be evaluated separately. The Department will evaluate the Response first for nonconformance and score only the Responses determined to be in complete conformance with the ITB, based on the ITB requirements. The lowest responsive and responsible bid will receive first ranking.

All Responses will be reviewed for compliance with and must satisfy the mandatory minimum requirements, identified in ITB section 3.5, in order to proceed to be considered for award. **WARNING:** Responses that fail to meet these mandatory minimum requirements will be rejected and receive no further consideration in the evaluation process.

The Department will then review the specifications in the Response to ensure they meet the requirements of the Statement of Work, attachment B. Only Responses that meet these requirements will be considered responsive.

The Department reserves the right to award as determined to be in the best interest of the state, to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

If the lowest responsible and responsive bid is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsible and responsive bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive bidder has its principal place of business.

If the lowest bid is submitted by a bidder whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors 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 will be five percent.

The Department will coordinate a contract in the form of a purchase order substantially in the form attached as Attachment A, between the Department and the successful Respondent(s), that incorporates this Invitation to Bid and the awarded Respondent's Response as soon as possible after the posting of the notice of award on the Vendor Bid System ("VBS") website, http://myflorida.com/apps/vbs/vbs_www.main_menu.

4.2 Response Disqualification

Responses that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as not responsive. In determining whether to select or reject a Response, the Department will consider and evaluate all information submitted in response to this ITB, including mandatory minimum requirements and the price bid. Responses that do not contain all the required information may be considered non-responsive and may be rejected. If a Respondent's Response, past performance, or current status does not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract, the Response may be rejected as not responsible. The Department reserves the right to determine which Responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

The Department is not bound to enter into a contract with the winning Respondent. This procurement will not result in an exclusive license to provide the services or products described in this ITB or the resulting contract. The Department may, in compliance with applicable law, contract with other vendors to provide the same or similar services.

4.3 Identical Evaluations of Responses

In the event that the Department's evaluation results in identical evaluations of Responses, the Department will select a Respondent based on the criteria identified in Rule 60A-1.011, F. A. C., and applicable Florida law.

Attachment A

Purchase Order Terms & Conditions - Effective September 1, 2015

Section 1. Purchase Order.

A. Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term.

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance.

A. Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency.

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees.

A. Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is confirmed in writing

by the Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe.

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

C. MyFloridaMarketPlace Fees.

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code: The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

D. Payment Audit.

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

E. Annual Appropriation and Travel.

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

Section 4. Liability.

A. Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the

Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance.

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation.

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

E. Performance Bond.

Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

Section 5. Compliance with Laws.

A. Conduct of Business.

The Contractor 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. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying.

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

C. Gratuities.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

D. Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor shall retain such records for three (3) years after the expiration of the Purchase Order, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

E. Public Records.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

G. Intellectual Property.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

H. Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

Section 6. Termination.

A. Termination for Convenience.

The Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor.

B. Termination for Cause.

If the Agency determines that the performance of the Contractor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

Section 7. Subcontractors and Assignments.

A. Subcontractors.

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE.

A. RESPECT.

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT 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>.

B. PRIDE.

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT 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 PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY 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>.

Section 9. Miscellaneous.

A. Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.

B. Governing Law and Venue.

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to

those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

C. Waiver.

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence.

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check.

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

G. E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 1) All purchases are F.O.B. destination, transportation charges prepaid.
- 2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- 3) No extra charges shall be applied for boxing, crating, packing, or insurance.
- 4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.

5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.

6) The Agency assumes no liability for merchandise shipped to other than the specified destination.

7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

Attachment B – Statement of Work

Fire Engine Procurement – State Fire Marshal – State Fire College Purchase of Two (2), Four (4) Door Fire Engines

1. Purpose.

The Department is issuing this Statement of Work (SOW) to define the scope and requirements the Division is seeking for the design, construct, and delivery of two (2) fire engines.

2. Objectives.

The Contractor shall provide the following:

1. Two (2) fire engines to be utilized for training at the Florida State Fire College built to the specifications described below.
2. All construction documents associated with the manufacturing of each unit.
3. All maintenance and warranty documents associated with each unit.
4. All necessary training to Florida State Fire College instructors anticipated to utilize the units in training.

3. Scope of Work.

The two fire engines under this Contract shall be fire engines under National Fire Protection Association (NFPA) 1901 specifications. The fire engines shall be built to meet the following specifications:

FOUR (4) DOOR CUSTOM PUMPER FIRE ENGINE SPECIFICATIONS

CHASSIS

Note: all chassis specifications shall be NFPA compliant.

- a. 110,000 psi heat treated steel frame rail system
- b. 10 gauge polished stainless steel 16" to 24" extended front bumper with aluminum diamond plate gravel shield
- c. Tow hooks or eyes front and rear attached to the frame
- d. 18,000 pound minimum front axle, suspension, tubeless radial tires, steel disc wheels
- e. 24,000 pound minimum rear axle, suspension, tubeless radial tires, steel disc wheels
- f. Front and rear mud flaps
- g. NFPA 1901 top speed rating requirement
- h. S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- i. Manufacturer's standard compressor
- j. Minimum 4200 cubic inch air reservoir capacity
- k. Air dryer, color coded air lines, turn drain valves on reservoirs
- l. ABS brakes
- m. Power steering with tilt/telescopic wheel
- n. Vehicle data recorder (VDR) in compliance with NFPA and required software meeting NFPA standards.
- o. Electronic Stability Control
- p. Tire pressure monitoring system

- q. Aluminum wheels

POWERTRAIN

- a. Minimum 350 horsepower turbocharged diesel engine with 1000 ft. lb. torque rating
- b. Engine exhaust at front of right rear wheels
- c. Source capture of diesel exhaust must be provided
- d. Secondary engine braking
- e. Engine manufacturer's statement of engine installation approval with approved cooling system
- f. Drivelines to meet engine torque rating
- g. Silicone coolant hoses with constant torque clamps
- h. Automatic transmission
- i. 50 gallon minimum fuel tank
- j. OEM oil, fuel, transmission filters

Note: ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED.

CAB

- a. Manufacturer's standard medium length tilt aluminum cab
- b. Seating for four (4), three in SCBA seats with SCBA brackets
- c. Air ride driver seat, all others fixed position
- d. All riding positions must have 3-point seat belts per NFPA and equipped with seatbelt/occupant detection/warning system
- e. Electric over hydraulic cab tilt with manual back-up
- f. Two tone cab paint finish with 10 year paint warranty
- g. Striping and Chevron design to be determined after contract award
- h. Air conditioning and heating
- i. Remote controlled mirrors (from driver's position) with separate flat and convex sections
- j. DOT compliant headlights
- k. Forward facing turn and warning lights
- l. Cornering turn and warning lights
- m. Minimum four (4) dome lights with red and clear bulbs
- n. Minimum four (4) under cab step lights
- o. Cab and compartment door ajar light and buzzer
- p. One (1) engine compartment light
- q. Color coded and function coded wiring
- r. Alternator sized according to amp draw report
- s. Minimum four (4) 750 CCA batteries
- t. Load manager with automatic high idle function
- u. Dual air horns with dual in-cab controls

LIGHTS AND SIRENS

- a. NFPA compliant upper and lower level warning light package
- b. Siren/PA - 200 watts
- c. 100-watt speaker
- d. Two rear deck lights

- e. All emergency warning lights, stop/turn/back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED.

BODY

- a. Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvanized steel
 - Formed stainless steel
- b. Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- c. Minimum of 3 compartments driver side of body, full height compartments
- d. Minimum of 2 low side compartments right side of body
- e. Lights in compartments to meet NFPA 1901
- f. One (1) full height, full depth compartment rear of body
- g. Back up alarm
- h. Right side brackets for ladders and pike poles
- i. Hose bed with hose restraints to be NFPA compliant; including one (1) adjustable divider
- j. Hose bed shall have a maximum height of 70" from the ground
- k. Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- l. Lights at each step
- m. Stop/turn/back up lights
- n. DOT clearance and marker lights
- o. License plate light
- p. Two (2) rear deck lights
- q. Rub rail along each side of body and rear of body
- r. Running boards at each pump panel
- s. Rear tailboard must be at least 18" in depth
- t. Brushed stainless steel or black non-glare aluminum pump panels
- u. Hose bed lighting must be provided per NFPA 1901
- v. Reflective stripe on cab and body, chevron striping on rear of body per NFPA 1901
- w. Cabinet doors shall be traditional lap style doors
- x. Hose bed and crosslay covers to be NFPA compliant

PUMP

- a. 1250 gpm Hale drive shaft pump per NFPA 1901
- b. One 3" deck gun discharge
- c. Five 2.5" discharge outlets (includes two (2) rear 2-1/2" discharge)
- d. One 3" discharge outlet
- e. Two 2.5" suction inlet (1) left and (1) right pump panel
- f. Two 6" steamer inlets with caps
- g. Discharge and inlet pressure reliefs
- h. Two 1.75" crosslays with 2" piping
- i. One 3" tank to pump line
- j. One 2" tank fill line
- k. 30 degrees turn downs
- l. Anti-vibration gauges
- m. Color coded pump panel tags

- n. Stainless steel plumbing with 10-year warranty
- o. Side mount pump panel with all pump controls, instruments, and gauges located on the driver's side pump panel (not in a compartment)
- p. 15 ft. of soft supply hose sized for capacity of fire pump
- q. Two sections of 10' hard suction hose for drafting
- r. Must provide either relief valve or pressure governor (to be determined after bid award)

COMPARTMENTS

Cubic feet and size of compartments to be maximized and submitted with bid.

WARRANTY

- a. 2 year bumper to bumper mechanical, excluding normal wear and tear items
- b. 10 year cab and body structural
- c. 10 year paint pro-rated
- d. 10 year corrosion perforation on cab and body
- e. Lifetime frame warranty
- f. 2 year axle warranty
- g. 5 year engine warranty
- h. 5 year transmission warranty
- i. 5 year fire pump warranty
- j. Lifetime booster tank

WATER TANK

- a. 750-gallon T-type tank (U.S.) poly
- b. 12" x 12" fill tower

EQUIPMENT

- a. Ladders
 - a. Folding ladder – 10'
 - b. Roof ladder – 14'
 - c. Extension ladder – 24'
- b. Pike poles
 - a. 8'
 - b. 10'

4. Responsibilities.

The tasks to be performed by the Contractor shall include the following:

- a) Construct and deliver two (2) fire engines as defined above.
- b) The Contractor will attend Customer status meetings on a two-weekly basis, via teleconference, in-person, or web meeting.
- c) Contractor to provide feedback as needed prior to acceptance of the fire engines.

5. Standards and Specifications.

All deliverables developed and work conducted by the Contractor pursuant to this Contract shall be performed in accordance with DFS, Division of State Fire Marshal standards, and applicable specifications listed. The deliverables shall be compliant with the standards outlined in section 3 above, including, but not limited to NFPA standards where indicated, as well as the manufacturer's performance and maintenance specifications and requirements of the individual components.

6. Deliverables and Acceptance Criteria.

The Contractor shall deliver to the Florida State Fire College two (2) NFPA compliant fire engines meeting all requirements identified within the SOW. As part of meeting the deliverable requirement each unit must undergo an acceptance and inspection process conducted by the staff located at the Florida State Fire College.

The Department will require the Contractor to provide the deliverables outlined above within eight (8) months of contract execution. The minimum quality level for each deliverable shall be the generally accepted professional standards in the industry as supplemented by the standards identified in section 5 and subject to the provisions of PUR 1000, General Conditions.

7. Deliverable Due Date.

The Contractor agrees to provide the services and deliverables according to the schedule established at the time of contract award. The Department shall reduce the total amount owed under the contract by 5% for each day the deliverables are late.

8. Acceptance of Work.

The Department will accept each fire engine when it determines that the specifications above have been met. Failure to accept a deliverable within twenty (20) days means automatic non-acceptance by the Customer unless stated otherwise by the Contract Manager in writing. Invoices will only be approved by the Department once if the fire engines are accepted in writing.

9. DFS Duties.

- a. DFS shall require its staff to provide direction as needed.
- b. DFS shall provide the staff and facilities to conduct the acceptance and inspection process.
- c. DFS shall timely pay invoices on accepted deliverables.

10. Pricing and Invoicing.

- a. The Contractor will be paid the full amount upon delivery of each Fire Engine, subject to the conditions for the Acceptance Criteria as set forth in this SOW. The Contractor may invoice for each Fire Engine separately upon delivery of each Fire Engine.
- b. Total amount billed for the contracted period shall not exceed the amount identified at the time of contract award.
- c. No travel expenses shall be paid.
- d. Invoicing shall be in arrears after acceptance and approval of deliverables.
- e. Invoices shall be submitted via U.S. mail to:

Department of Financial Services
State Fire Marshal – Florida State Fire College

Attn: Regina Saueracker
11655 NW Gainesville Road
Ocala, Florida 34482

11. Contract Period.

The contract period for this Contract begins upon issuance of the Purchase Order and ends close of business upon the day of acceptance of the fire engines.

12. Contract Manager.

All services will be performed under the direction and control of:

Regina Saueracker
11655 NW Gainesville Rd.
Ocala, FL 34482

All written and verbal approvals referenced in this solicitation must be obtained from the parties' Contract Managers, as designated in this section, or from their designees, if designated in writing.

13. Additional Contract Terms

The contract requirements of this solicitation, including the attached MFMP Purchase Order Terms and Conditions, shall be considered special conditions for purposes of superseding the provisions of PUR 1000 in compliance with Rule 60A-1.002(7), F.A.C. The following terms and conditions supplement the MFMP Purchase Order Terms and Conditions attached as Attachment A.

14. Inapplicable Provisions of PUR 1000, General Conditions:

The following provisions found in the PUR 1000 are not applicable to this ITB:

- Section 4. Price Changes Applicable only to Term Contracts
- Section 43. Cooperative Purchasing

15. Insurance

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, this includes the following types of insurance for anyone directly or indirectly employed by the Contractor and the amount of such Insurance shall be the minimum limits as follows, unless otherwise approved by the Contract Manager:

- a) Commercial general liability coverage, bodily injury, property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate.
- b) Automobile liability coverage, bodily injury, property damage: \$1,000,000 Combined Single Limits. Insuring clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.
- c) Workers' compensation and employer's liability insurance covering all employees engaged in any Contract work, in accordance with Chapter 440, F.S.

Such coverage may be reduced with the consent of the Contract Manager since certain subcontractors have potentially less exposure in liability than other subcontractors. Upon request, the Contractor shall provide its certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

Except as agreed in a separate writing, no self-insurance coverage shall be acceptable unless Contractor is licensed or authorized to self-insure for a particular coverage listed above in the state of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in the state of Florida.

16. Public Records

The Provider shall allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission (“records”) made or received by the Provider in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S. The Provider is responsible for becoming familiar with Florida Public Records Law with regard to such records. The Department may unilaterally terminate this Agreement if the Provider refuses to allow public access as required in this section.

Notwithstanding any provisions to the contrary, disclosure of any information received by the state of Florida will be governed by the provisions of Chapter 119, F.S., and exceptions thereto, section 24(a) of Article I of the Florida Constitution, or as otherwise provided by law (“Public Records Law”).

(a) Confidential Information.

- (i) **Provider’s Submissions.** If the Provider considers any portion of any records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure (“Confidential”) pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Provider must simultaneously provide the Department with a separate redacted copy of the records the Provider claims as Confidential and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. This redacted copy of the records shall contain the Agreement name and number, and shall be clearly labeled “Confidential.” The redacted copy of the records should only redact those portions of the records that the Provider claims is Confidential. If the Provider fails to submit a redacted copy of records it claims is Confidential, such action may constitute a waiver of any claim of confidentiality..
- (ii) **Public Record Requests or other Disclosure Request.** If a public records or other disclosure request is made to the Provider, the Provider will immediately notify the Department of such request. In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, and records that have been marked and identified as “Confidential” are responsive, the Department will provide the Provider-redacted copies to the requestor. If a requester asserts a right to the portions of records claimed as Confidential, the Department will notify the Provider that such an assertion has been made. It is the Provider’s responsibility to assert that the portions of records in question are exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Provider claims as Confidential in a legal proceeding, the Department shall give the Provider prompt notice of the demand prior to releasing the portions of records the Provider claims as Confidential (unless otherwise prohibited by applicable law). The Provider shall be responsible

for defending its determination that the redacted portions of its records are Confidential. The Provider acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and it is hereby agreed that no right or remedy for damages against the Department arises from any disclosure based on the Provider's failure to promptly legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. The Provider shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Provider's determination that the redacted portions of its response are Confidential.

(b) Requirements for the Provider.

- (i) Confidentiality. The Provider shall ensure that exempt or confidential documents and data are not disclosed, except as required by the Agreement or by law. Notice to the Department is required prior to the legal disclosure of exempt or confidential documents.
- (ii) Records Retention. During the Agreement term, the Provider shall retain all records made or received by the Provider in conjunction with the Agreement ("Public Records") according to the respective record's retention schedule under applicable law. The Provider shall retain such records for the longer of five (5) years after the expiration of the Agreement and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm), whichever is longer. If the Provider's record retention requirements terminate prior to the requirements stated herein, the Provider may meet the Department's record retention requirements for this Agreement by transferring its Public Records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Provider shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- (iii) Section 119.0701(1)(a), F.S. Additionally, if for purposes of this Agreement, the Provider is a "contractor" as defined in section 119.0701(1)(a), F.S., and is acting on behalf of the Department as provided under section 119.011(2), F.S., the Provider shall:
 1. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform the service.
 2. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 4. Meet all requirements for retaining public records and transfer, at no cost to the Department, all Public Records in possession of the Provider upon

termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as noted in deliverables or Microsoft Word, Outlook, Adobe, Excel and any software formats the Provider is authorized to access. If the Provider retains records pursuant to other legal requirements, then the retention requirements of Subsection 5.b)(2) above shall apply.

- (c) If the Provider fails to comply with the requirements regarding response to public records requests or other disclosure requests, the Department, at its option may enforce these provisions by exercising termination rights as described in the Agreement. Nothing in this section mitigates the Provider's responsibility or liability for the unauthorized release of confidential or exempt information. Nothing in this Agreement waives the Department's sovereign immunity beyond the limited waiver provided by section 768.28, F.S.
- (d) The following records are specifically excluded from inspection, copying, and audit rights under the Agreement:
 - (i) Records of the Provider (and subcontractors) that are unrelated to the Agreement;
 - (ii) Documents created by and for the Department or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the Department under the requirements of Chapter 119, F.S., and, section 24(a) of Article I of the Florida Constitution; and
 - (iii) The Provider's (and subcontractors) internal cost and resource utilization data, or data related to employees, or records related to other customers of the Provider, or any subcontractor who is not performing services under this Agreement.

Records that are trade secrets, proprietary information, or otherwise exempt from the access requirements of the Public Records Law.

17. Modification of Terms

- (a) Any terms and conditions that the Contractor provides that attempt to modify the Contract or add additional restrictions of usage, license conditions, or requirements have no effect and are not enforceable under the Contract (Modifies PUR 1000, section 42). Any proposed software license agreement, service level agreement, or any other draft agreement submitted in the Response shall not contain any provisions, unless such provisions are expressly negated in the Response, that:
 - 1. are inconsistent with Florida law,
 - 2. exclude, prohibit, or negate other contract documents,
 - 3. subject the state of Florida to the jurisdiction of another state, or
 - 4. provide that the state will indemnify the Contractor or any other person.
- (b) The Respondent retains all ownership rights in any proprietary methodologies, methods, processes, products or procedures of the Respondent that pre-exist or were developed outside the scope of the Contract. If any such property of Respondent is contained in any of the deliverables hereunder, the Respondent

grants to the Department a royalty-free, paid-up, non-exclusive, perpetual license to use such intellectual property of Respondent in connection with the Department's use of the proprietary products.

18. Limitation of Liability

a) Department's maximum liability

The Department's maximum liability for any damages, regardless of form of action, shall in no event exceed the contract price for the relevant products or services giving rise to the liability, prorated over a three year term from the installation of products or the date of performance of the applicable services.

Both Parties recognize that the Department, as an agency of the state of Florida, is prohibited from entering into indemnification agreements. Subject to that prohibition, the Parties agree that the Contractor shall not be responsible for damages resulting solely and exclusively from the Department's negligence.

b) The Contractor's maximum liability

The provisions of the ITB and its incorporated PUR 1000, section 20, shall apply but, for the avoidance of doubt, the limitations and exclusions of liability will not apply to exclude or limit the recovery of any damages required by Rule 60A-1.006, F.A.C., or attributable to any of the following:

- i) fraud, intentional torts, willful misconduct (including intentional breach of contract), unlawful conduct, or gross negligence of or by the Contractor (or an entity or person for whom the Contractor is responsible);
- ii) the Contractor's (or an entity's or person's for whom the Contractor is responsible) violation of applicable law or regulation; or
- iii) the Contractor's cessation or abandonment of any Services without providing Exit Transition Services substantially in accordance with the Contract.

19. Acceptance of Deliverables.

All payments for products or services and authorized expenses, including travel expenses, will be paid to the Contractor only upon the timely and satisfactory completion of all services and other units of deliverables and upon the written acceptance of said services and units of deliverables by the Department's designated Contract Manager as described more fully in the Statement of Work, Attachment B. The Department reserves the right to reject deliverables as outlined in the Statement of Work as incomplete, inadequate or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance according to the performance criteria for each deliverable. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department, and the Department may, after having given the Contractor a reasonable opportunity to complete or make acceptable said deliverables, declare the Contract to be in default.

20. Export Control

The Contractor certifies that by entering into this contract, it is, and during the term will ensure it remains, in compliance with the U.S. export control laws.

21. Functional Equivalents and Substitutions

The Respondent shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Department shall determine, in its sole discretion, whether a product is acceptable as an equivalent.

Minimum Qualifications for acceptance of substitutions:

- The substitute item shall meet or exceed the applicable requirements and specifications set forth in this ITB.
- Any substitute item shall be compatible with the existing deliverable at the time the substitute is proposed for use.
- The substitute item or service shall have the capacity and performance characteristics equal to or better than those of the item it is to replace.
- The substitute item or service shall offer the same or increased functionality as the item it is to replace.
- The substituted item must be approved, in advance, by the Department. With any commodity offered as an equivalent, the Respondent must certify that it has consulted with the manufacturer and can represent it is not scheduled to be discontinued by the manufacturer within the next year; and if the manufacturer does discontinue the commodity, the Respondent shall certify that it will replace such part at no cost to the Department.

22. Grant Funding

The purchase of this commodity is funded in part from a federal grant from the Department of Homeland Security. As such, the Contractor shall comply with applicable Department of Homeland Security provisions pertaining to access to records, accounts, documents, information, facilities and staff.

Attachment C – Price Response

Total Price of the Contract: \$ _____

I agree to abide by all conditions of this Response and certify that the Respondent is in compliance with all requirements of the ITB, including but not limited to, certification requirements.

RESPONDENT NAME: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

SIGNATURE DATE: _____

Attachment D– Reference Form

Client References

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent.

This business reference is for (Respondent’s Name):
Name of the person providing the reference:
Title of person providing the reference:
Organization name of person providing the reference:
Telephone number of the person providing the reference:

Please identify your relationship with the Respondent (e.g., subcontractor, customer, etc.).
How many years have you done business with the Respondent?

Please provide dates: _____

If a customer, please describe the primary service the Respondent provides your organization.

Did the Respondent act as a primary provider or as a subcontractor? _____

Do you have a business or professional, interest in the Respondent’s organization?
If yes, what is that interest? _____

Have you experienced any contract performance problems with the Respondent’s organization? If so, please describe.

Attachment E– Identical Tie Response Certification

In the event of identical tie Responses, preference shall be given to the Respondent that (check the applicable block) certifies one or more of the following:

- A. The response is from a certified minority-owned firm or company.
- B. A veteran-owned business certified according to section 295.187, F.S.
- C. A Florida-based business having at least one of the following characteristics:
 - 1) Fifty-one percent of the company is owned by Floridians; or
 - 2) Employs a workforce for this project or contract that is at least 51% Floridians; or
 - 3) More than 51% of business assets of the company, excluding bank accounts, are located in Florida.
- D. The response is from a Florida-domiciled entity.
- E. The commodities are manufactured, grown, or produced within Florida.
- F. Foreign manufacturer with a factory in Florida employing over 200 employees working in Florida.
- G. Businesses with drug-free workplace programs. Whenever two (2) or more solicitation Responses which are equal with respect to price, quality and service are received for the procurement of commodities or contractual services, a solicitation Response 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 solicitation Responses will be followed if none of the tied Respondents 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 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 solicitation a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under contract, 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, F.S., 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 any employee who is so convicted, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above-selected requirements. (If item E above is selected, subsections “1” through “6” have been met.)

Contractor’s Name: _____

Authorized Signature: _____

Attachment F

Opinion of Out-of-State Respondent's Attorney on Bidding Preferences

(Sections I and II must be completed by the Attorney for an Out-of-State Respondent)

Notice: section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal place of business are in that foreign state in the letting of any or all public contracts." See also section 287.084(1), Florida Statutes.

I. Legal Opinion about State Bidding Preferences

(Please select one)

_____ The Respondent's principal place of business is in the state of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Respondent's principal place of business is in the state of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]

II. Legal Opinion about Political Subdivision Bidding Preferences

(Please select one)

_____ The Respondent's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Respondent's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]

Signature of out-of-state Respondent's attorney: _____

Printed name of out-of-state Respondent's attorney: _____

Address of out-of-state Respondent's attorney: _____

Telephone number of out-of-state Respondent's attorney: _____

Attorney's state of bar admission: _____