

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

ADVERTISEMENT

REQUEST FOR PROPOSAL STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA'S TURNPIKE ENTERPRISE

Sealed Proposal Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise (FTE), Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Tuesday, December 15, 2015**, for the following project:

RFP-DOT-15/16-8002R-WS SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES SECTOR 5 (MILEPOST 193 TO MILEPOST 229)

SCOPE OF SERVICES: The Florida Department of Transportation (FDOT), Turnpike Enterprise seeks the services of qualified Proposers to facilitate expedient, safe and efficient towing services for wrecked or disabled motor vehicles; and the removal of abandoned vehicles, spilled motor vehicle fluids, and debris or cargo from the Turnpike right-of-way.

Vendor Requirements

The ultimate equitable owner(s) of the Vendor/Companies must have been in the towing and recovery business for a minimum of three (3) years prior to application.

The Vendor shall perform a majority of the work with its own equipment and personnel. Sublet work cannot account for more than 49% of roadside service calls or charges.

No change in personnel, equipment and/or facilities may be made without prior FTE approval.

Background and Experience

The prospective Vendor shall provide descriptions of:

- Number of employees
- Location, number and size of offices, yards, garages and storage facilities
- Specific experience with public entity clients
- Relevant projects of similar size and scope performed over the past four (4) years.

As part of the description, identify associated results or impacts of the work performed.

Equipment

The prospective Vendor shall provide a complete inventory of owned or leased equipment, with the equipment proposed to be used to provide the services of this Tow Program. Equipment lists shall include sufficient descriptions to indicate conformance with the requirements of this Tow Program. Equipment lists will be verified through inspection.

The prospective Vendor should also provide information on any additional specialized equipment that may be used in this Program.

Tow Yard Location

The Vendor yard or garage and the storage facility shall be located within a reasonable distance of an entrance and exit point of the Turnpike. When service vehicles are not required to be positioned at the Plazas or other Turnpike facilities, they may respond from this location.

The tow yard/office and storage facility must be convenient to the Vendor's assigned FTE Towing Sector(s).

The location of the Vendor's yard /office and storage facility is a qualifying factor for determining inclusion in the FTE program.

Storage Facility Features

The Vendor shall maintain a fenced and adequately sized storage facility that is secure against theft and damage. The storage area shall be fully enclosed by a commercial grade fence at least six (6) feet tall and shall include a completely enclosed permanent structure for inside storage of vehicles involved in fatal crashes, or other vehicles as directed by FHP. The outside secure storage area shall be gravel or pavement and at least one-half (0.5) acre in area. There shall be a designated office of at least two hundred (200) square feet. Neither the inside storage area nor the outside secure lot shall be shared by or with another towing Vendor.

There shall be a large sign legible from the street on the office and/or the gate that clearly states the Vendor name and the twenty-four (24) hour phone number. The sign shall also include the hours of operation.

The minimum normal office hours of operation under this program are Monday - Friday 7:00 a.m. until 7:00 p.m., and from 8:00 a.m. to 1:00 p.m. on Saturday. Vehicles are to be released on a twenty-four (24) hours per day basis (see Section 4.4.6 Release of Vehicles).

Failure to comply with the storage facility requirements may result in suspension or dismissal from the program.

Management and Staffing

Tow Operator Competency and Certification

All Tow Operators working on the FTE shall be fully trained by a tow industry training company and capable of providing roadside assistance and professional towing and recovery services.

In addition, each Tow Operator shall have, or obtain within six (6) months, National Driver Certification from the Towing and Recovery Association of America (TRAA) for Level I Light Duty Towing and Recovery. Failure to obtain and maintain certification may result in Tow Operator disqualification.

The Vendor shall provide effective and ongoing supervision and periodic performance and safety practices appraisals of all Tow Operators.

Tow Operator Qualifications

Each Tow Operator shall:

- Be licensed to drive the assigned service vehicle in accordance with the Florida Motor Vehicle Code.
- Be a minimum of eighteen (18) years of age.
- Have a safe driving record in accordance with FDOT "Driver's Records Requirements" Procedure No. 250-000-010.
- Be drug free in accordance with Section 112.0455, F.S. prior to beginning operations.
- Provide a current FDLE background check.
 - Tow Operator participation in the program is dependent upon compliance with FHP wrecker rules and policies.
 - FDLE background checks with criminal history are subject to FHP review.
 - The Vendor shall notify FTE immediately of any known changes to FDLE background or Driver License status.
- Meet requirements to be a legal resident and approved to work in the United States.

Tow Operators shall also:

- Speak and understand English fluently and be able to clearly communicate with customers using the English language.
- Exercise sound judgment in carrying out their duties.
- Exhibit conduct in a manner that will reflect favorably on FTE.

No Tow Operator shall work or train on this Program without receipt of prior approval from FTE.

The Vendor shall submit a current FDLE background check (subject to FHP review and recommendation) and valid driver license for each approved Tow Operator annually.

Training

All Tow Operators shall be fully trained in proper vehicle positioning and safety procedures for high speed limited access roadways as outlined in Section 5, Program Operational Requirements prior to starting work on FTE facilities. All Tow Operators shall also be trained in up-righting vehicles, proper loading/securing, and axle weight distribution.

Within six (6) months of hiring, all Tow Operators are also required to receive basic instruction in emergency light use, traffic control devices, and Traffic Incident Management - including quick clearance practices. This training should be provided by an instructor designated by the FTE. The Vendor shall contact FTE to schedule this training.

Tow Operators from the Vendor may also be required to participate in periodic training or exercise sessions provided by FTE that cover Florida's Open Roads Policy, traffic incident management best practices and expedited vehicle removal related to towing procedures.

FTE training sessions will be scheduled at times and locations determined by FTE.

The Vendor will be responsible for scheduling their personnel and maintaining records of the completion of these training classes.

Fees and expenses associated with training/certification and training updates/recertification are the responsibility of the Vendor.

Failure to meet the training requirements may result in Tow Operator disqualification.

MANDATORY PRE-PROPOSAL MEETING: A MANDATORY PRE-PROPOSAL MEETING is scheduled for **Tuesday, September 29, 2015 at 10:00 a.m.** The meeting will be in Room 2131, at the Florida's Turnpike Enterprise, Turnpike Headquarters, MP 263, Building 5315, Ocoee, Florida 34761, (407) 532-3999.

FAILURE OF A PROPOSER TO ATTEND THE MANDATORY PRE-PROPOSAL MEETING WILL RESULT IN REJECTION OF THE PROPOSAL.

HOW TO APPLY: Prospective proposers may obtain a complete Request for Proposal, (RFP) package, including specifications and general proposal conditions for the above-referenced project at no cost, by placing the link below in their browser. Then scroll down and click on RFP-DOT-15/16-8002R-WS and open the attached document.

http://myflorida.com/apps/vbs/vbs_www.search_rl.matching_ads_page

The Department reserves the right to reject any or all proposals.

NOTE: All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:

<http://myflorida.com>

Click on "Business"

Click on "Doing Business with the State"

Under "Everything for Vendors and Customers" Click on "Vendor Bid System (VBS)"

Under "Vendor Bid System" Click on "Search Advertisements"

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

State of Florida
Department of Transportation
Florida's Turnpike Enterprise
Contractual Services Office
P.O. Box 613069
Ocoee, Florida 34761-3069

REQUEST FOR PROPOSAL REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
TO THE ABOVE ADDRESS OR FAX TO: 407-264-3058, Attn: WINDY SPATAFORA**

RFP Number: RFP-DOT-15/16-8002R-WS

Title: Specialty Towing and Roadside Repair (STARR) Services Sectors 5

Proposal Due Date & Time (On or Before): Due on December 15, 2015 at 2:30 PM (Local Time)

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to Florida's Turnpike Enterprise, Contractual Services Office, (407) 264-3058, Attn: Windy Spatafora, or mail to the address noted above.

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com, under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, you may e-mail or telephone: Windy Spatafora at windy.spatafora@dot.state.fl.us or (407) 264-3400.

FLORIDA DEPARTMENT OF TRANSPORTATION



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**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

RFP-DOT-15/16-8002R-WS

CONTACT FOR QUESTIONS:

Windy Spatafora, CPPB, FCCN
Commodities & Contractual Services Manager
windy.Spatafora@dot.state.fl.us

Phone: (407) 264-3400

Fax: (407) 264-3058

Florida's Turnpike Enterprise
Turkey Lake Service Plaza
Milepost 263, Building 5315
Ocoee, Florida 34761

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide Specialty Towing and Roadside Repair (STARR) Services. It is anticipated that the term of the Contract will begin upon execution and be effective through November 30, 2016 with renewal options.

The Department intends to award this Contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the "Vendor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL</u>
MANDATORY PRE-PROPOSAL CONFERENCE* Florida's Turnpike Enterprise, Turkey Lake Service Plaza Milepost 263, Building 5315, Ocoee, Florida 34761 (407) 532-3999	11/17/2015	10:00 AM
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	11/30/2015	5:00 PM
PROPOSALS DUE, (Technical and Price Proposal) Florida's Turnpike Enterprise, Turkey Lake Service Plaza, Milepost 263, Building 5315, Ocoee, Florida 34761 (407) 532-3999	ON OR BEFORE 12/15/2015	2:30 PM
PUBLIC OPENING* (Technical & Price Proposal Acknowledgement) Florida's Turnpike Enterprise, Turkey Lake Service Plaza Milepost 263, Building 5315, Ocoee, Florida 34761 (407) 532-3999	12/15/2015	2:30 PM
INTENDED/RECOMMEND AWARD MEETING* Florida's Turnpike Enterprise, Turkey Lake Service Plaza Milepost 263, Building 5315, Ocoee, Florida 34761 (407) 532-3999	01/05/2016	10:00 AM
POSTING OF INTENDED AWARD	01/05/2016 - 01/08/2016	5:00 PM 5:00 PM

*Denotes Public Meeting

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical & Price Proposals)

Agenda for Public Opening of Technical Proposals for RFP-DOT-15/16-8002R-WS:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer’s name read aloud and tabulated.
- Adjourn meeting.

Agenda – Meeting to Summarize Evaluations and Select Intended Award

Agenda for Intended / Recommended Award meeting for RFP-DOT-15/16-8002R-WS:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Total Scores (technical scores plus price scores) will be summarized.
- Announce Intended Award decision.
- Announce time and date decision will be posted on the Vendor Bid System (VBS).
- Adjourn

4) COORDINATION OF PROCUREMENT AND CONTRACT DOCUMENTS

This solicitation consists of the Contract documents identified below which are integral parts of the Contract and as such, a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complimentary and establish the procurement process and describe and provide for complete work. In case of discrepancy, the governing order of the Contract documents is as follows:

- Exhibit “A” – Scope of Services
- Exhibit “B” – Method of Compensation
- Exhibit “C” – Price Proposal
- Appendix A – Open Roads Policy
- Appendix B – STARR Historic Service Calls By Sector
- Appendix C – STARR Safety Patrol Zones
- Appendix D – Minimum Rates and Fees
- Appendix E – STARR Wrecker Support Component of the Hurricane Evacuation Plan
- Appendix F – STARR Selection Process
- Appendix G – Tow Vendor Application Form
- Appendix H – Roadside Service Order
- Appendix I – Sample Invoice
- Appendix J – Service Performance Comment Form
- Appendix K – STARR Informational Brochure
- Attachment “A” Certification of Contract Completion
- Attachment “B” Disbursement of Previous Payments
- State of Florida PUR 1000 General Contract Conditions
- State of Florida PUR 1001 General Instructions to Respondents
- Vendor’s Technical Proposal

5) **SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) **MyFloridaMarketPlace**

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. However, all vendors should be aware that effective November 1st, 2015 through July 1st, 2016, in accordance with Senate Bill 2502-A, the Transaction Fee will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) **Florida Department of Financial Services (DFS) W-9 INITIATIVE**

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) **QUESTIONS & ANSWERS**

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to: Windy Spatafora, Commodities & Contractual Services Manager, windy.spatafora@dot.state.fl.us, Florida's Turnpike Enterprise, P.O. Box 613069, Ocoee, FL 34761, Fax: (407) 264-3058

Questions regarding administrative aspects of the proposal process should be directed to the Procurement

Agent in writing at the address above or by phone: (407) 264-3400.

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure

that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) SCOPE OF SERVICES

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A," Scope of Services, attached hereto and made a part hereof.

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8) MANDATORY PRE-PROPOSAL CONFERENCE

A MANDATORY pre-proposal conference will be held at the date, time and location in the Timeline. The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and respond to questions from potential proposers regarding the scope of services, RFP requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, effect the work to be performed. Any changes and/or resulting Addenda to the RFP will be the sole prerogative of the Department.

Attendance at this pre-proposal conference is MANDATORY. Failure by a proposer to attend or be represented at this pre-proposal conference will constitute a non-responsive determination of their proposal package. Proposals found to be non-responsive will not be considered.

9) QUALIFICATIONS

9.1 General

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

9.5 E-VERIFY

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Jessica Graham, P.O. Box 613069, Ocoee, FL 34761** within ten (10) days after the ending date of the period for posting the intended award decision. The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$250,000.00 per person and \$500,000.00 each occurrence, and property damage insurance of at least \$50,000.00 each occurrence and automobile liability insurance covering all vehicles, owned or otherwise used in the Contract work, with minimum combined limits of \$500,000.00, including hired and non-owned liability, and \$5,000.00 medical payments, for the services to be rendered in accordance with this Agreement.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of

the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

Method of Compensation, Exhibit "B," is attached hereto and made part of this solicitation.

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Department reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, 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, Florida Statutes.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

RFP responses of \$1 million or more must include the attached **Scrutinized Companies Lists Form** to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

19) RESERVATIONS

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file, without obligation to the Department.

20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) RESPONSIVENESS OF PROPOSALS

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving forty-eight (48) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) PROPOSAL FORMAT INSTRUCTIONS

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER RFP-DOT-15/16-8002R-WS
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-15/16-8002R-WS
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

22.2 Technical Proposal (Part I) (One (1) original and six (6) copies) (Do not include price information in Part I)

The Proposer must submit one (1) original and six (6) copies of the Proposal package as follows: One (1) clearly marked original and six (6) exact copies and an additional copy in electronic format, e.g. single CD-ROM or USB flash drive containing the submittal to be read with Adobe® PDF software. The technical proposal shall be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-15/16-8002R-WS."

1. EXECUTIVE SUMMARY

The Vendor shall provide an Executive Summary to summarize the Vendor's overall capabilities and approaches for accomplishing the services specified herein. The Vendor is encouraged to limit the summary to no more than three (3) pages.

2. PROPOSED OPERATIONS PLAN

The Vendor shall provide a narrative explaining the Vendor's understanding of the Towing and Roadside Repair Services Program, and outlining the Vendor's approach to meeting the program requirements, including:

- Meeting response times,
- Proposed quantity, assignment and availability of equipment and operators,

- Proposed managing staff;
- Understanding of the agreement;
- Demonstrated understanding of quick clearance concepts;
- Qualifications; and previous performance on similar projects
- Any innovations the Vendor is proposing

The narrative should also include a description of the Vendor's proposed program management, including response and service reliability and communication with FTE program managers.

The narrative shall also include a transition plan documenting the strategy that will be implemented to provide continuous service to customers through the transition from the current towing and repair service.

The narrative shall also include a service and maintenance plan to show how units supplied under the Wrecker Support Component of the Hurricane Evacuation Plan will be kept in continuous service with a minimum of down time. The plan shall include, but is not limited to, availability of spare tires, fuel, and other service items.

3. TRAINING AND EQUIPMENT

The proposing Vendor should describe how quality personnel will be obtained, trained and certified, as well as the type of quality processes that will be incorporated into the everyday operations to ensure efficient and courteous service.

The Vendor's should also describe the equipment fleet size, condition, and appropriateness for the project. The Vendor should also describe the vehicle maintenance program, replacement plan, and the daily inspection process of vehicles and equipment.

4. FACILITIES

The proposing Vendor should describe how the location, condition and adequacy of facilities listed in the Tow Company Application Form are appropriate for the Program and how they will be utilized to meet the requirements of the Program.

22.3 Price Proposal (Part II) (One (1) original and six (6) copies)

The Proposer must submit one (1) original and six (6) copies of the Proposal package as follows: One (1) clearly marked original and six (6) exact copies and an additional copy in electronic format, e.g. single CD-ROM or USB flash drive containing the submittal to be read with Adobe® PDF software. The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-15/16-8002R-WS." The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than ten (10) point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other

presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-DOT-15/16-8002R-WS - Confidential Material." The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX)

**Florida Department of Transportation
Florida's Turnpike Enterprise
Turkey Lake Service Plaza
Milepost 263, Building 5315
Ocoee, FL 34761
Phone # (407) 532-3999**

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place **on or before** the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions

to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be comprised of at least three persons with background, experience, and/or professional credentials in relative service areas.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. The independent evaluations will be sent to the Procurement Office and averaged for each Vendor. Proposing firms must attain an average score of forty-eight (48) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than forty-eight (48) points for their average Technical Proposal score, the Price Proposal will not be opened.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

30.2 Oral Presentations THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The Vendor's completed form shall become a part of the Contract upon award of the Contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The

Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation.
The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal (80 Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

The following point system is established for scoring the technical proposals:

	<u>Point Value</u>
1. Proposed Operations Plan	40
2. Training and Equipment	30
3. Facilities	10

b. Quantity and Price Proposal (20 Points)

The quantity and price evaluation is the process of examining prospective quantities and prices without evaluation of the separate quantity and cost elements and proposed benefit to the potential provider. Quantity and price analysis is conducted through the comparison of price quotations submitted.

The criteria for quantity and price evaluations shall be based upon the following formula provided in Appendix F, Selection Process, under calculated scores.

	<u>Point Value</u>
1. Response Time	10
2. Permit Fee	4
3. Hurricane Rates (Pay Items 3-5)	3
4. Facility Distance from Sector	3

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers," click on "Vendor Bid System (VBS)," on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, 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, Florida Statutes.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida Vendor Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

32) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

- a) Standard Written Agreement executed by both parties.

33) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the Original Contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

34) ATTACHED FORMS

1. Certification of Experience - Form 1
2. Drug-Free Workplace Program/ Vehicle Registration/Notice to Sublet Certification - Form 2
3. Scrutinized Companies List (proposals of \$1 million or more) – Form 3
4. Corporate Resolution - Form 4
5. Addenda Acknowledgement - Form 5
6. Certification of Acceptable Driving Record - Form 6

35) ATTACHED TERMS AND CONDITIONS

- Exhibit "A" – Scope of Services
- Standard Written Agreement
- Exhibit "B" – Method of Compensation
- Appendix A – Open Roads Policy
- Appendix B – STARR Historic Service Calls By Sector
- Appendix C – STARR Safety Patrol Zones
- Appendix D – Minimum Rates and Fees
- Appendix E – STARR Wrecker Support Component of the Hurricane Evacuation Plan
- Appendix F – STARR Selection Process
- Appendix G – Tow Vendor Application Form

- Appendix H – Roadside Service Order
- Appendix I – Sample Invoice
- Appendix J – Service Performance Comment Form
- Appendix K – STARR Informational Brochure
- Attachment “A” Certification of Contract Completion
- Attachment “B” Disbursement of Previous Payments
- Exhibit C – Quantity and Price Proposal
- State of Florida PUR 1000 General Contract Conditions
- State of Florida PUR 1001 Instructions to Respondents

36) TERMS AND CONDITIONS

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

- Special Conditions
- Scope of Services
- Price Proposal Form
- Standard Written Agreement
- Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- Introduction Section

37) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

These are standard forms from the Department of Management Services that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Request for Proposal:

- Paragraph 3, Electronic Submission – PUR 1001
- Paragraph 4, Terms and Conditions – PUR1001
- Paragraph 5, Questions – PUR 1001
- Paragraph 31, Dispute Resolution - PUR 1000

38) INSPECTOR GENERAL

The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

FLORIDA DEPARTMENT OF TRANSPORTATION



FORMS

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I, _____, _____, of
(Print/Type Name) (Title)

_____, hereby certify that this Company has been in
(Name of Business)

business for a minimum of 3 years and has the experience to perform the services requested by RFP-DOT-15/16-8002R-WS.

As I have indicated experience above, I now submit the following list of business and client references that will attest to our services and business relationships for the periods indicated and I hereby give permission to the Turnpike Enterprise to inquire for references as to my performance.

Signature: _____ Date: _____

Name of Business: _____

Note: Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (Attach additional sheets as necessary.)

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

**DRUG-FREE WORKPLACE PROGRAM,
 VEHICLE OPERATOR LICENSE & VEHICLE REGISTRATION,
 NOTICE OF INTENT TO SUBLET**

I, _____, _____
 (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) (Title)

of _____, hereby certify that;
 (Name of Business)

A. Drug-Free Workplace Program Certification

This firm ____ (has) ____ (has not) implemented a Drug-Free Workplace Program in accordance with the provision of Section 287.087, F.S.

B. Vehicle Operator License & Vehicle Registration

All operators driving Bidder vehicles are properly licensed in the State of Florida, for the type of vehicle being operated, in accordance with Chapter 322 F.S., and further states that all vehicles operated, or caused to be operated by said Bidder;

- Meet the financial responsibility requirements in accordance with Chapter 324 F.S., and shall remain so for the duration of the Contract.
- Registered in the State of Florida, in accordance with Section 337.11 F.S, and insured in the State of Florida to the limits required within the Contract and in accordance with Sections 320.02, 316.646, and 627.733 F.S., and shall remain so for the duration of the Contract.

C. Notice of Intent to Sublet

We ____ (do) ____ (do not) intend to sublet a portion of the work on this project.

If I have indicated above that a portion of the work will be sublet, then I hereby further certify that we have taken affirmative action to seek out and consider Minority Business Enterprises as potential subcontractors and/or suppliers. The classes of work I intend to sublet and the firms considered as potential subcontractors are as follows:

<u>Class of Work</u>	<u>Potential Subcontractors</u>	<u>Percent</u>	<u>MBE (Y) or (N)</u>
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

*Percentage must not be for more than 49% of contract total

Signature: _____ Date: _____
 Owner, President, Vice President or Designated Officer (Corp. Resolution*)

*If person signing the form is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____

CORPORATE RESOLUTION OF

(recite name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, Department of Transportation for

NOW THEREFORE, IT IS RESOLVED, that _____ (title of authorized officer; (e.g., John Doe, Regional Sales Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$_____), upon the terms and conditions contained in the proposed contract, a copy of which is attached hereto as Exhibit A, and made a part hereof.

CERTIFICATE OF RESOLUTION

I, _____, secretary of _____ (name of Business), a Florida Business, or a Business founded in the State of _____, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the ____ day of _____, 20__, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this ____ day of _____, 20__.

Signature of Secretary

Name of Secretary printed or typed

FLORIDA DEPARTMENT OF TRANSPORTATION
RFP-DOT-15/16-8002R-WS

ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 5

The Proposer shall acknowledge receipt of each addenda to this Request For Proposal by completing this form and including same in the Technical Proposal.

<u>Addenda</u>	<u>Date</u>	<u>By</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to confirm receipt of addenda may cause for rejection of the Proposer's Proposal.

Dated _____, 2015

Legal Name of Firm

By _____
Signature

Title

NOTE: Attach additional pages as necessary

CERTIFICATION OF ACCEPTABLE DRIVING RECORD

I do hereby certify that no personnel provided under the terms of this agreement who are required, as an essential part of their duties, to operate a motor vehicle owned or leased by the Department shall have an unacceptable driving record. Prior to such personnel beginning work under this agreement, we will conduct a check of their driving record with the Department of Highway Safety and Motor Vehicles. An unacceptable driving record is defined as follows:

1. Within three years preceding the start of work under this agreement, any one of the following:
 - a) three or more moving violations, which accumulate three or more points per violation;
 - b) a suspension or revocation of a driver's license, except for administrative reasons;
 - c) two convictions of reckless driving.

2. Within four years preceding the start of work under this agreement, a suspension or revocation of their driver's license for driving a vehicle while under the influence of alcohol or a controlled substance, or suspension for refusal to take a sobriety test (blood, urine, or breath) when asked to by an officer.

By: _____
Authorized Signature

Print/Type Name

Title

Name of Company

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT
OGC – 07/15
Page 1 of 8

Agreement No.: _____
Financial Project I.D.: 426894-1-72-05
F.E.I.D. No: _____
Appropriation Bill Number(s) for 1st year of contract,
pursuant to s.216.313, F.S.: N/A
(required for contracts in excess of \$5 million)
Procurement No.: RFP-DOT-15/16-8002R-WS
D.M.S. Catalog Class No.: 78141505

BY THIS AGREEMENT, made and entered into this _____ day of _____, _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "Department" and
_____ of _____
duly authorized to conduct business in the State of Florida, hereinafter called "Vendor", hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Specialty Towing and Roadside Repair (STARR) Services
_____ the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statute, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the Executive Director, Florida's Turnpike Enterprise.

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as selected below, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate)

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by one (1) year or date of termination, whichever occurs first.

Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original agreement, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statute and the Department's Disbursement Handbook – For Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. 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, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- No general liability insurance required.
- The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$250,000.00 per person and \$500,000.00 each occurrence, and property damage insurance of at least \$50,000.00 each occurrence and automobile liability insurance covering all vehicles, owned or otherwise used in the Contract work, with minimum combined limits of \$500,000.00, including hired and non-owned liability, and \$5,000.00 medical payments, for the services to be rendered in accordance with this Agreement.
- The Vendor shall have and maintain during the period of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to chapter 675 and section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ _____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- No Bond required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment and supplies therefor.

- E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
 - (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, Florida Statutes, 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.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract 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 that is compatible with the information technology systems of the Department.
- Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information is works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it

might enter with reference to the work performed pursuant to this Agreement.

- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor 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 agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid and/or Agreement without the written consent of the

Department.
B. Select the appropriate box:

- The following provision is not applicable to this Agreement.
 The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement 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 Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850) 487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement, the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, Florida 33716-1826
Telephone: (800) 643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal, or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR 1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement:
PUR1000; PUR1001; Exhibit "A," Scope of Services; Appendices A-K; Attachments "A"- "B," Exhibit "B," Method of Compensation, Exhibit "C," Quantity and Proposal Form, Vendor's Technical Proposal.
- L. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Name of Vendor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized Signature

By: _____
Authorized Signature

(Print/Type)

Diane Gutierrez-Scaccetti
(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED: _____
Procurement Office

LEGAL REVIEW: _____

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



PUR 1000 GENERAL CONTRACT CONDITIONS

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

**State of Florida
PUR 1000
General Contract Conditions**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value

when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor

shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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.

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 agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement 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.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on 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 any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or 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 Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). 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. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL**

CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.

Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's

confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. 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. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide 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.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms

and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

**State of Florida
PUR 1001
General Instructions to Respondents**

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20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and

- Introductory Materials.

The Buyer 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 its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution,

and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and

reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, 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, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

FLORIDA DEPARTMENT OF TRANSPORTATION



EXHIBIT "A"

SCOPE OF SERVICES

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05



Specialty Towing and Roadside Repair Services Program

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Specialty Towing and Roadside Repair Services Program

Florida's Turnpike Enterprise

1 Terms and Definitions

- AED – Automated External Defibrillator
- AIS – Accident Investigation Site
- APL – FDOT approved products list
- CCTV – Closed Circuit Television
- CMS – Changeable Message Sign
- DMS – Dynamic Message Sign
- FAAAA - Federal Aviation Administration Authorization Act
- FDLE – Florida Department of Law Enforcement
- FDOT – Florida Department of Transportation
- FHP – Florida Highway Patrol
- FTE – Florida's Turnpike Enterprise
- GOA – Gone on arrival. Can be customer GOA or vehicle GOA
- GVWR – Gross vehicle weight rating
- JTF – Joint Task Force on State Agency Law Enforcement Communications
- HEFT – Homestead Extension of Florida's Turnpike
- ICCTA - Interstate Commerce Commission Termination Act
- LWRCC – FHP's Lake Worth Regional Communication Center
- MOA – Made own arrangements
- MP – Mile post
- MUTCD – Manual on Uniform Traffic Control Devices
- PWOFF – Professional Wrecker Operators of Florida
- RISC – FTE's Rapid Incident Scene Clearance incentive program for clearing large commercial incidents
- SLERS – State Law Enforcement Radio System
- STARR – Specialty Towing and Roadside Repair program
- TIM – Traffic Incident Management
- Tow Operator – the individual operator of the Vendor's authorized vehicle
- TMC – Traffic Management Center. FTE operates TMCs located at the Pompano and Turkey Lake Service Plazas.
- TRAA – Towing and Recovery Association of America
- Vendor – the authorized specialty towing and repair service Vendor

2 Introduction

2.1 Program Description

In order to facilitate expedient, safe and efficient towing service for wrecked or disabled motor vehicles; and the removal of abandoned vehicles, spilled motor vehicle fluids, and debris or cargo from Turnpike System rights-of-way, Florida's Turnpike Enterprise (hereinafter FTE) requires the services of licensed and certified tow and road service operators (hereinafter "Specialty Towing and Roadside Repair Services Vendor" or "Vendor").

These specifications are intended to define the duties, responsibilities and operating practices of the Specialty Towing and Roadside Repair Services Companies authorized to perform light, medium, and limited heavy duty towing and vehicle repair services on Florida's Turnpike.

These duties include but are not limited to:

- Relocating and towing wrecked vehicles and removing crash debris from incident scenes at the direction of the Florida Highway Patrol (FHP)
- Assisting in establishing safe incident scenes using traffic control devices
- Towing and storing vehicles impounded by FHP
- Towing and storing abandoned vehicles from the Turnpike Right-of-Way
- Towing disabled vehicles at the owners request
- Providing roadside service and repairs to vehicles disabled on the Turnpike
- Recovery of vehicles off the road or in a canal
- Providing services during activation of the Hurricane Evacuation Plan
- Providing towing and roadside service and repairs to FDOT and FHP vehicles disabled on the Turnpike

Note: The roadside services provided by a Vendor in this program are a component of the FTE Traffic Incident Management Enhancements program. These roadside services are outside the scope of the limited assistance provided by the Road Ranger Safety Service Patrol, a free program; and the Rapid Incident Scene Clearance (RISC) incentive program for quick clearance of heavy commercial wrecks, which are both operated by the Turnpike Enterprise under separate agreements.

FTE will grant to an authorized Vendor a non-exclusive privilege to provide towing and road services defined above on a designated sector or sectors. The towing services provided under this Agreement are considered to be non-consensual and therefore do not meet the FAAA Act of 1994 or ICCT Act of 1995 federal pre-emption standard.

FTE expects the Vendor to be familiar with and work towards full compliance with Florida's Open Roads Policy (Appendix "A").

FTE further expects the Vendor to be an active partner in the provision of incident management and motorist assistance services and encourages innovative training, equipment, and practices to further this goal.

The Vendor's relationship to the Turnpike Enterprise is that of an independent contractor authorized to perform tow and roadside services (Section 6.1.2).

A Vendor's failure to comply with these specifications, rules, and procedures may be cause for sanctions or penalties up to and including termination of the Vendor's privilege to provide tow and roadside services for FTE.

2.2 Application Process

Selection of a Vendor for a sector or sectors will be based on the qualifying factors of the prospective Vendor as listed in Appendix "F", Selection Process, which includes:

- Proposed Operations Plan
 - Response time; proposed quantity, assignment and availability of equipment and operators; proposed managing staff; understanding of the agreement; demonstrated understanding of quick clearance concepts; qualifications; previous performance on similar projects
- Training and Equipment
 - Training and certification of assigned staff; fleet size, condition, and appropriateness for the project
- Facilities
 - Location, condition, and adequacy of facilities
- Fees and Rates
 - Proposed permit fee for each sector applied for
 - Proposed hourly rates for Wrecker Support of the Hurricane Evacuation Plan

The proposing Vendor:

- Shall submit a completed application form (Appendix "G").
- Shall support the application with an Operations Plan narrative explaining the Vendor's approach to and understanding of these specifications, and outlining the Vendor's approach to meeting the program requirements. The narrative should include sufficient description of the Vendor requirements described in Section 3, to include background and experience, equipment inventory, storage facility features, and other pertinent details. The narrative should NOT include response time for Class A responses or distance of the office/storage facility from the Turnpike sector entry point; these items are to be included ONLY in Exhibit C, Quantity and Price Proposal.
- Should include a description of the Vendor's program management; including response and service reliability, cost containment, and communication with FTE program managers.
- Should describe how quality personnel will be obtained, trained and certified, as well as the type of quality processes that will be incorporated into the everyday operations to ensure efficient and courteous service.
- Shall state, in Exhibit "C", Quantity and Price Proposal, the Vendor's maximum response time (not a range of times) for Class A response time.
- Shall state, in Exhibit "C", Quantity and Price Proposal, the driving distance from the Vendor's facility to the sector entry point.
- Shall state, in Exhibit "C", Quantity and Price Proposal, the Annual Permit Fee to be remitted.
- Shall state, in Exhibit "C", Quantity and Price Proposal, the proposed hourly rates for Hurricane Evacuation Plan Wrecker Support (see Section 2.3, Exhibit "A", Scope of Services and Appendix "E", The Wrecker Support Component of the Hurricane Evacuation Plan).

2.3 Hurricane Evacuation Plan Wrecker Support

The Vendor shall make resources available to provide services to assist FHP and FTE during a hurricane evacuation.

The Vendor will be a participant in the Wrecker Support Component of the FTE Hurricane Evacuation Operation Plan, which utilizes privately owned wreckers (tow trucks) and qualified operators to supplement FTE and Florida Highway Patrol (FHP) efforts to maximize the continuous and safe flow of extremely high volumes of traffic prior to landfall of a tropical storm or hurricane.

The Vendor will provide light and medium-duty wreckers, patrol vehicles, and support units in accordance with the Wrecker Support Component of the FTE Hurricane Evacuation Operation Plan (Appendix E), which details the equipment and operational requirements.

The Vendor shall propose maximum rates for providing services in accordance with the Wrecker Support Component of the Hurricane Evacuation Plan in Exhibit C, Quantity and Price Proposal. These rates are used as a qualifying factor, but may also be a part of the negotiating process subsequent to award.

The Vendor shall prepare and submit a service and maintenance plan to show how units supplied under the Wrecker Support Component of the Hurricane Evacuation Plan will be kept in continuous service with a minimum of down time. The plan shall include, but is not limited to, availability of spare tires, fuel, and other service items. Additional details may be found in Appendix "E", The Wrecker Support Component of the Hurricane Evacuation Plan.

2.4 Conflicts with other Response Agreements

The Vendor shall not be awarded a Specialty Towing and Roadside Repair Services sector in the same or overlapping areas where the Vendor has an existing Road Ranger Safety Service Patrol agreement/contract with FTE.

Likewise, Vendors that have an existing Road Ranger Safety Service Patrol agreement/contract with FTE are precluded from providing Specialty Towing and Roadside Repair Services in the area of said agreement/contract.

This requirement does not include Rapid Incident Scene Clearance (RISC) providers within their RISC designated area.

2.5 InstaTow Quick Tow Program

FTE has a program unique to Florida in which service vehicles participating in this Specialty Towing and Roadside Repair Services program are dispatched to incident scenes without waiting for arrival of law enforcement at the scene. Based on observation and/or verification through the FTE CCTV network (or other reliable source), service tow vehicles in this program can be dispatched early in the incident timeline.

This InstaTow program allows tow vehicles to be notified faster, thus shortening overall incident duration and returning the system to normal flow. Quickly notifying the Vendor reduces service vehicle response delay by helping the tow vehicles get to incident scenes before excessive traffic queues form.

Once the TMC verifies the need for a wrecker, the TMC contacts FHP Dispatch to notify the appropriate STARR program Tow Vendor to respond.

Since it is not necessary to wait for FHP to arrive on the scene before calling for the wrecker, the wrecker can arrive at the scene before excessive traffic queues form, significantly reducing response time.

Should the Tow Company ultimately not provide a billable service at the scene, the Tow Company is compensated by FTE in accordance with the rates established in the agreement for No Chargeable Service Provided (Exhibit "B", Method Of Compensation, Section 3.1).

2.6 Coordination with Road Ranger Safety Service Patrol

The Specialty Towing and Roadside Repair Services Program, a fee-for-service program, has some overlapping responsibilities with the Road Ranger Safety Service Patrol program.

The Road Ranger Safety Service Patrol provides a free service, continuously patrolling portions of the facility, responding to traffic incidents (crashes, motorists with disabled vehicles, debris removal, abandoned vehicles, and others).

As a member of the FTE traffic incident response team, the Vendor is expected to work closely with the Road Ranger Safety Service Patrol, exercising cooperation, communication and coordination to clear incidents quickly and safely and reduce secondary crashes by providing scene safety and traffic control, debris removal and non-cargo spill mitigation.

When a vehicle needs service and the Road Ranger Safety Service Patrol is unavailable or unable to provide the service, the STARR Vendor may be utilized to provide the needed services at rates not to exceed those set in Appendix D, Maximum Rates and Fees.

2.7 FTE Sectors and Infrastructure

2.7.1 Defined Towing Sectors

The program is divided into sectors as listed in Table 1. Prospective Vendors may propose to operate in more than one sector. The Department may add or delete sectors and/or other roadways during the course of the contract. These additions will be accommodated through a Supplemental Agreement. Such additions or deletions shall not affect or impact the original permit fees submitted by the Vendor, or the maximum rates and fees that may be charged.

Sector	Roadway	Begin Point		End Point		Mileage (Approx.)	Service Plaza
1	HEFT	Exit 1	S. Dixie Highway US 1	Exit 43	Red Road	43	Snapper Creek MP 19 <i>(No Tow Lot)</i>
2a	Sawgrass Expwy.	MP 0	I-75 / I-595	MP 22.5	Turnpike Mainline	23	<i>No Service Plaza</i>
2b	SPUR	Exit 0X	Golden Glades	Exit 4X	Mainline	4	Pompano MP 65
	HEFT / Mainline	Exit 43	Red Road	Exit 75	Glades Road	32	
3a	Mainline	Exit 75	Glades Road	Exit 116	Indiantown Road	41	Palm Beach MP 93
3b	Mainline	Exit 116	Indiantown Road	Exit 152	SR 70 Fort Pierce	36	Port St. Lucie / Ft. Pierce MP 144
4	Mainline	Exit 152	SR 70 Fort Pierce	Exit 193	SR 60 Yeehaw Junction	41	Ft. Drum MP 184
5	Mainline	Exit 193	SR 60 Yeehaw Junction	MP 229	Canoe Creek Plaza	36	Canoe Creek MP 229
6a	Mainline	MP 229	Canoe Creek Plaza	Exit 267	SR 50 Toll 429	38	Turkey Lake MP 263
	Beachline	MP 0		MP 8		8	n/a
6b	Mainline	Exit 267	SR 50 Toll 429	Exit 309	I-75 Wildwood	42	Okahumpka MP 299
7a	Toll 589.	MP 2.2	Independence Parkway	Exit 19	SR 54	17	<i>No Service Plaza</i>
	Toll 568	MP 0	Toll 589	MP 3	N Dale Mabry H	3	<i>No Service Plaza</i>
7b	Toll 589	Exit 19	SR 54	Exit 55	US 98	36	<i>No Service Plaza</i>

Table 1 - Towing Sectors

NOTE: All ten (10) Sectors are shown in Table 1 above, however, the Department is accepting proposals for Sector 5 ONLY.

2.7.2 Service Plaza Locations (Does not pertain to Sectors 7a/7b)

Located approximately every 40 miles on the Mainline and Homestead Extension, Florida's Turnpike Service Plazas provide attended restrooms, picnic areas, food and fuel, gift/sundry shops, Florida lottery tickets, SunPass transponders, tickets to major attractions, travel brochures and other information.

FTE may provide limited parking space at each of the eight Service Plazas that may be utilized by Vendor units in sectors with Service Plazas.

Vendors, with FTE approval, may utilize certain Toll Plazas or other off-premise base locations to provide better service to FTE customers (see Section 2.7.3 and Section 4.1).

Depending upon reconstruction phasing, Service Plazas (except Snapper Creek) may or may not have a secure lot that may be utilized by the assigned Vendor for short-term storage (generally less than seventy-two (72) hours). No indoor storage is available at Service Plazas.

Vendors utilizing a Service Plaza secure lot shall maintain acceptable appearance of the lot including, but not limited to, weed control, landscaping, fencing and screening.

The Vendor shall be responsible for repair or replacement to current or original design/structure of any damage to the secure lot caused by the Vendor.

FHP will contact the Vendor when FHP access to a vehicle in the secure lot is needed.

The Vendor must provide convenient off-site storage to meet the requirements of this agreement. (See Sections 3.1.3 and 3.1.4)

2.7.3 Toll Plaza Locations

Space may be available at select Toll Plaza locations for use as a base of operations for Vendor units (see Section 4.1).

No office space or indoor or outdoor storage facilities are available at Toll Plazas.

Determination of the availability of strategically located toll plazas with sufficient space and facilities for Tow Program vehicles will be made during negotiations of the potential Vendor with FTE. FTE will have final approval on use of facilities by Vendor.

3 Program Participation Qualifications

3.1 Vendor Requirements

The ultimate equitable owner(s) of the Vendor/Companies must have been in the towing and recovery business for a minimum of three (3) years prior to application.

The Vendor shall perform a majority of the work with its own equipment and personnel. Sublet work cannot account for more than forty-nine percent (49%) of roadside service calls or charges.

No change in personnel, equipment and/or facilities may be made without prior FTE approval.

3.1.1 Background and Experience

The prospective Vendor shall provide descriptions of:

- Number of employees
- Location, number and size of offices, yards, garages and storage facilities
- Specific experience with public entity clients
- Relevant projects of similar size and scope performed over the past four (4) years.

As part of the description, identify associated results or impacts of the work performed.

3.1.2 Equipment

The prospective Vendor shall provide a complete inventory of owned or leased equipment, with the equipment proposed to be used to provide the services of this Tow Program. Equipment lists shall include sufficient descriptions to indicate conformance with the requirements of this Tow Program. Equipment lists will be verified through inspection.

The prospective Vendor should also provide information on any additional specialized equipment that may be used in this Program.

3.1.3 Tow Yard Location

The Vendor yard or garage and the storage facility shall be located within a reasonable distance of an entrance and exit point of the Turnpike. When service vehicles are not required to be positioned at the Plazas or other Turnpike facilities, they may respond from this location.

The tow yard/office and storage facility must be convenient to the Vendor's assigned FTE Towing Sector(s). The driving distance from the facility to the sector entry point shall be stated in Exhibit "C", Quantity and Price Proposal. The driving distance is measured to the nearest whole mile from the Vendor's customer parking to the closest Turnpike sector entry point, i.e. the beginning of the ramp.

The location of the Vendor's yard / office and storage facility is a qualifying factor for determining inclusion in the FTE program.

3.1.4 Storage Facility Features

The Vendor shall maintain a fenced and adequately sized storage facility that is secure against theft and damage. The storage area shall be fully enclosed by a commercial grade fence at least six (6) feet tall and shall include a completely enclosed permanent structure for inside

storage of vehicles involved in fatal crashes, or other vehicles as directed by FHP. The outside secure storage area shall be gravel or pavement and at least one-half (0.5) acre in area. There shall be a designated office of at least two hundred (200) square feet. Neither the inside storage area nor the outside secure lot shall be shared by or with another towing Vendor.

There shall be a large sign readable from the street on the office and/or the gate that clearly states the Vendor name and the twenty-four (24) hour phone number. The sign shall also include the hours of operation.

The minimum normal office hours of operation under this program are Monday - Friday 7:00 a.m. until 7:00 p.m., and from 8:00 a.m. to 1:00 p.m. on Saturday. Vehicles are to be released on a twenty-four (24) hours per day basis (see Section 4.4.6 Release of Vehicles).

Failure to comply with the storage facility requirements may result in suspension or dismissal from the program.

3.2 Management and Staffing

3.2.1 Tow Operator Competency and Certification

All Tow Operators working on the FTE shall be fully trained and capable of providing roadside assistance and professional towing and recovery services. All training shall be documented.

In addition, each Tow Operator shall have, or obtain within six (6) months, National Driver Certification from the Towing and Recovery Association of America (TRAA) for Level I Light Duty Towing and Recovery. Failure to obtain and maintain certification may result in Tow Operator disqualification.

The Vendor shall provide effective and ongoing supervision and periodic performance and safety practices appraisals of all Tow Operators.

3.2.2 Tow Operator Qualifications

Each Tow Operator shall:

- Be licensed to drive the assigned service vehicle in accordance with the Florida Motor Vehicle Code.
- Be a minimum of eighteen (18) years of age.
- Have a safe driving record in accordance with FDOT "Driver's Records Requirements" Procedure No. 250-000-010.
- Be drug free in accordance with Section 112.0455, F.S. prior to beginning operations.
- Provide a current FDLE background check.
 - Tow Operator participation in the program is dependent upon compliance with FHP wrecker rules and policies.
 - FDLE background checks with criminal history are subject to FHP review.
 - The Vendor shall notify FTE immediately of any known changes to FDLE background or Driver License status.
- Meet requirements to be a legal resident and approved to work in the United States.

Tow Operators shall also:

- Speak and understand English fluently and be able to communicate clearly with customers using the English language.

- Exercise sound judgment in carrying out their duties
- Exhibit conduct in a manner that will reflect favorably on FTE.

No Tow Operator shall work or train on this Program without receipt of prior approval from FTE.

The Vendor shall submit a current FDLE background check (subject to FHP review and recommendation) and valid driver license for each approved Tow Operator annually.

3.2.3 Training

All Tow Operators shall be fully trained in proper vehicle positioning and safety procedures for high-speed limited access roadways as outlined in Section 5, Program Operational Requirements prior to starting work on FTE facilities.

All Tow Operators shall also be trained in up-righting vehicles, proper loading/securement, and axle weight distribution.

Within six (6) months of hiring, all Tow Operators are also required to receive basic instruction in emergency light use, traffic control devices, and Traffic Incident Management - including quick clearance practices. This training should be provided by an instructor designated by the FTE. The Vendor shall contact FTE to schedule this training.

Tow Operators from the Vendor may also be required to participate in periodic training or exercise sessions provided by FTE that cover Florida's Open Roads Policy, traffic incident management best practices and expedited vehicle removal related to towing procedures.

FTE training sessions will be scheduled at times and locations determined by FTE.

The Vendor will be responsible for scheduling the Vendor personnel and maintaining records of their completion of these training classes.

Fees and expenses associated with training/certification and training updates/recertification are the responsibility of the Vendor.

Failure to meet the training requirements may result in Tow Operator disqualification.

4 Specialty Towing and Roadside Repair General Requirements

The Vendor shall provide wrecker and roadside assistance services twenty-four (24) hours per day, seven days a week to Turnpike customers on assigned sectors of the Florida's Turnpike Mainline, the Homestead Extension of Florida's Turnpike (HEFT), the Sawgrass Expressway, and on FTE-maintained portions of the Beachline Expressway.

4.1 Response Times

This agreement with the Turnpike requires prompt wrecker responses.

The response times proposed by the prospective Vendor are qualifying factors for determining inclusion in the FTE program. The specific response times required for each Sector will be confirmed at the start of the contract period.

On-scene response within the defined time limits with the proper equipment is crucial (see Section 4.2). To meet the response time requirements the Vendor, upon FTE approval, may:

- Base service vehicles at Service Plazas (see Section 4.2)
- Base service vehicles at other FTE facilities such as approved Toll Plazas
- Respond from off the Turnpike system
- Propose alternative other means to meet the response time requirements.

Response times will be continuously monitored and are used as a performance measure for agreement renewal. Special mitigating circumstances preventing or contributing to a delayed response must be documented.

A rolling three (3) month average on-time response rate of less than ninety percent (90%) of the Vendor's contracted response times will result in a comprehensive review of the vendor's operation, the development and implementation of an improvement plan by the Vendor, and could result in the vendor's removal from the program.

4.1.1 Class A

Unless otherwise agreed, the Vendor shall provide for sufficient Class A, Regular Tow Trucks and Car Carriers with drivers at each Service Plaza or other approved location to provide a maximum on scene response time of thirty (30) minutes in urban areas and forty-five (45) minutes in rural areas – documented weather, traffic and road conditions permitting.

The response time clock starts at the time FHP Dispatch dispatches information to the Vendor and stops upon arrival when the arrival time is provided to FHP Dispatch.

Unless otherwise agreed, the Class A service vehicles shall consist of, at a minimum, one (1) tow truck and one (1) car carrier. Additional Class A vehicles needed to meet and maintain the required response times shall be car carriers and/or tow trucks meeting the specifications in Section 4.5.

4.1.2 Class B and C

Response for Class B and C wrecker calls, while not expected to be at the frequency or level of calls for Class A calls, needs to be prompt.

Unless otherwise agreed, the Vendor shall provide for sufficient Class B and Class C Tow Trucks to provide a maximum on scene response time of forty-five (45) minutes in urban areas and sixty (60) minutes in rural areas – weather, traffic and road conditions permitting.

Response times for Class B and C wrecker calls will also be continuously monitored and used as a performance measure for agreement renewal. Special mitigating circumstances preventing or contributing to a delayed response must be documented.

The response time clock starts at the time FHP Dispatch dispatches information to the Vendor and stops upon arrival when the arrival time is provided to FHP Dispatch.

See Section 4.5 for vehicle and equipment requirements.

4.2 Meeting Service Level Requirements

As a guideline, FTE anticipates or desires a level of service for light duty towing comparable to the following:

- For towing sectors with FTE Service Plazas, a minimum of two service vehicles working out of the Service Plazas from 6:00 a.m. to 10:00 p.m., seven days per week.
- For towing sectors without Service Plazas, two service vehicles working out of approved locations, which may include approved Toll Plazas or off-facility locations.
- Authorized service vehicles consisting of at least one (1) Class A tow truck and one (1) Class A car carrier. Sufficient service vehicles (a combination of tow trucks and car carriers) available to meet the response time requirements.
- Additional service vehicles may be needed to meet response times during busy periods. The additional service vehicles may respond from the designated locations, or from other locations off the FTE facility.
- Service vehicles could respond from areas off the Turnpike from 10:00 p.m. to 6:00 a.m.

These requirements may be reduced in areas that do not demonstrably require this level of response. It is up to the proposing Vendor to show that response times will be met using the Vendor's proposed equipment deployment and response locations.

In its application Operational Plan, the Vendor shall specify the service levels (equipment and hours of operation at the locations the Vendor deems appropriate) for the number and type of anticipated service calls.

Response time requirements shall be met twenty-four (24) hours per day.

4.3 Roadside Staff

4.3.1 Courtesy

Tow Operators participating in this program are seen by the public as representing the Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise and Florida's Highway Patrol. Tow Operators must always set an example as courteous, considerate, professional drivers.

In all cases, the Tow Operator is to use good judgment and treat the customer fairly and in a professional manner.

The Tow Operator is to offer each customer the FTE Informational/Feedback brochure that explains the benefits of the Program and offers the customer a postage-paid feedback card.

4.3.2 Staff Identification

All Tow Operators shall display photo identification at all times. The photo identification shall include the Tow Operator's training and certification endorsements. TRAA certification photo IDs are acceptable.

4.3.3 Tow Operator Attire

Tow Operators shall wear an approved ANSI/ISEA 107 **Class 3** or higher high visibility safety vest, responder vest, or FTE-approved equivalent garment in accordance with current national safety standards while working outside the vehicle.

Tow Operators shall also:

- Wear clean uniforms at the start of each shift. Long trousers shall be worn; shorts are not permitted.
- Be well-groomed
- Wear visible nameplates/photo identification

4.3.4 Weapons Prohibited

Tow Operators shall not carry firearms or other weapons either on their person or in the service vehicle.

Tow Operators not in compliance with the requirements of Section 4.3 are subject to disqualification from working on the Program.

4.4 Operating Procedures

Calls for the Vendor from FHP will be routed through FHP Dispatch.

Light vehicles (USDOT Class 1 and 2) abandoned or wrecked on Florida's Turnpike will be towed as directed by FHP to an FHP-approved tow storage facility (Service Plaza lot (see Section 2.7.2) or Vendor facility) or to a location requested by the owner.

No vehicle is to remain in a secure Service Plaza lot (when available) beyond a seventy-two (72) hour period unless special arrangements have been made with the customer for pick up. Except in the case of criminal investigation, traffic homicide, or vehicle forfeiture, FHP holds are generally limited to seventy-two (72) hours.

If no other arrangements have been made, the vehicle shall be removed after seventy-two (72) hours from Florida's Turnpike by the Vendor and placed in an approved off-site storage facility.

Removal from a Turnpike location to an off-site facility shall not result in an additional charge to the customer as a secondary tow. One-way mileage may be charged between the Service Plaza lot and the closest approved Vendor facility. Storage charges may not be charged for the Service Plaza lot, but may accrue after six (6) hours at the Vendor facility. The Vendor will notify

the vehicle's owner of this policy, will give the owner an opportunity to pick up their vehicle, and will provide the owner with the information regarding the location of the storage facility.

The Vendor assigned to a towing sector will be the primary provider for towing services. However, the Vendor does not have exclusive rights to provide all services to motorists in need on the Turnpike. The Florida Highway Patrol, Troop K, reserves the right and authority to determine if specialized service providers are needed.

4.4.1 Roadside Service Case Number

Each Vendor response will be assigned a Roadside Service Case Number at the time the incident is entered into the FHP dispatch system. The Case Number will be provided to the Vendor at the time of notification and shall be shown on all documents related to the incident. The Vendor will inform FHP of the assigned service vehicle number at the time of notification.

No roadside repair services or towing may be performed without a Case Number issued by FHP Dispatch.

4.4.2 Advance Notice to Customers of Charges

Prior to performing any service, the Tow Operator is obligated to advise Turnpike customers of the estimated cost for roadside repair and towing services. The Tow Operator should inform the customer of all available alternatives with relation to repairing or towing the customer's vehicle.

Rates and fees for light duty towing and roadside services are to be printed on the back of the invoice as easy reference for Turnpike customers. These rates shall be shown to customers prior to providing service. (See Exhibit "B", Method of Compensation, Section 3.1).

4.4.3 Reimbursable Responses

On occasion, the Tow Operator may be dispatched for customer assistance services for which there is no customer. These actions may be reimbursable by FTE (see Exhibit B, Section 3.1).

The Tow Operator shall immediately report such instances to FHP Dispatch. A Roadside Service Case Number must be issued and recorded for reimbursement.

These actions include:

1. Vehicle gone on arrival (GOA) - unable to locate vehicle in the vicinity of the dispatch location. FHP Case Number or TMC verification of GOA is required.
2. Customer gone on arrival – vehicle abandoned; no service provided. FHP Case Number or TMC verification of GOA is required.
3. Customer refused service / made own arrangements (MOA). Customer does not require the services of the Vendor. FHP Case Number or TMC verification of MOA and vehicle make, model and tag or VIN number is required.
4. Call was for clearing debris in the roadway travel lanes. Location and description of debris shall be documented. FHP Case Number or TMC verification is required.
5. Service requested by FHP; e.g., relocating a vehicle from the travel lane when the customer makes their own arrangements for the tow. FHP Case Number or TMC verification is required.
6. Service or tow to FHP or FTE/DOT vehicle and/or FHP-Directed Evidence Tow. FHP Case Number or TMC verification is required.

4.4.4 Declined Service Responses

If a customer chooses not to use the service of the Vendor (an MOA), the Tow Operator will allow the customer to call a motor club or another towing service at the customer's request using the Tow Operator's cellular phone, or the Tow Operator shall provide the customer free one-way transportation in the service vehicle to the local Turnpike Service Plaza to allow the customer to make their own arrangements.

There will be no extra or additional payment by FTE to the Vendor for providing free transportation to the local Plaza. Terms of reimbursement are included under Section 4.4.3, Item 3.

4.4.5 Highway Patrol Impound Requests

Vehicles will be impounded in accordance with FHP procedures. If a Florida Highway Patrol Trooper requests a hold on a vehicle for further investigation, the Trooper will designate the location where the vehicle is to be held and will notify the Vendor when the Vendor may release the vehicle to its owner.

Should a hold not be required, the Tow Operator will tow the vehicle to the Vendor's authorized off-Turnpike facility or, if the customer requests, the vehicle may be towed to another location within a reasonable distance. FHP Dispatch shall be advised of the destination in either case.

A full inventory of the vehicle and its contents must be recorded by the Tow Operator and detailed description of the make, model and year of the vehicle must be reported in accordance with FHP procedures.

4.4.6 Release of Vehicles

Vehicles will be released in accordance with FHP procedures. Vehicles impounded at the direction of law enforcement authorities shall not be released without proper prior authorization.

The Vendor shall release vehicles on a twenty-four (24) hour-per-day basis, but only to the registered owner, agent, or other person able to substantiate rightful possession.

An additional after-hours fee for releasing a vehicle, not to exceed the amount listed on the most current rate schedule (Appendix D, Maximum Rates and Fees), may be assessed outside regular service hours. The Tow Operator shall not assess an after-hours fee between 7:00 a.m. and 7:00 p.m., Monday through Friday and between 8:00 a.m. and 1:00 p.m. on Saturday.

An after-hours fee may be assessed on:

- Monday through Friday between the hours of 7:01 p.m. and 6:59 a.m.
- Saturday between the hours of Midnight and 7:59 a.m. and from 1:01 p.m. to Midnight.
- Sunday
- Designated Florida State Holidays:
 - New Year's day
 - Birthday of Martin Luther King, Jr.
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day

- Friday after Thanksgiving
- Christmas Day

4.4.7 Response by Sub-Vendor

FHP/FTE shall be notified if a Sub-vendor is being used by the Vendor for a response. The Sub-vendor Tow Operator shall confirm the authorization to respond by providing the Case Number to on-scene personnel.

4.5 Vehicle Requirements

4.5.1 General Requirements

The Vendor's service vehicles shall be in sound mechanical condition, safe, properly equipped, and suitable for their intended use. Authorized service vehicles shall be maintained at a high-level professional appearance.

Authorized service vehicles shall display both the Vendor's business name and address and the FTE authorization decals on both sides of the vehicle. FTE authorization decals are assigned to the Vendor after the vehicle has been inspected and approved by FTE personnel.

All vehicles shall be equipped in accordance with the requirements of the Florida Highway Patrol and as specified below.

Vendor vehicles shall not display profane or suggestive lettering or graphics of any kind.

Only vehicles meeting these requirements may be used.

FTE authorization decals shall be removed prior to the sale of an authorized Vendor vehicle or immediately upon termination of the Vendor's towing privileges.

4.5.2 Response Classes

Tow trucks and car carriers meeting the following specifications are required for participation in the Program.

4.5.2.1 Class A Light Duty Tow Truck

Light duty tow truck with the towing capacity to accommodate USDOT Class 1 and 2 vehicles up to 10,000 lbs. GVWR.

The tow truck shall be at least 15,000 lbs. GVWR with dual rear wheels.

The tow truck shall be equipped with a hydraulic boom and two winches with 8,000 lbs. minimum total capacity each, and an under reach with a minimum 4,000 lbs. capacity.

Tow trucks with composite or rubber-faced push bumpers are qualifying factors for determining inclusion in the FTE program. Tow trucks with extended or crew cabs are also recommended and may be considered as qualifying factors.

Both push bumpers and extended/crew cabs are strongly recommended and may be required in future agreements.

4.5.2.2 Class A Light Duty Car Carrier

Minimum 19,000 lbs. GVWR rated car carrier to accommodate USDOT Class 1 and 2 vehicles up to 10,000 lbs. GVWR.

Car carriers shall be equipped with an under lift with a minimum rating of 3,000 lbs.

Car carriers with composite or rubber-faced push bumpers are qualifying factors for determining inclusion in the FTE program. Tow trucks with extended or crew cabs are also recommended and may be considered as qualifying factors.

Both push bumpers and extended/crew cabs are strongly recommended and may be required in future agreements.

4.5.2.3 Class B Medium Duty Tow Truck

Medium duty tow truck to accommodate vehicles up to and including USDOT Class 7 (33,000 lbs. GVWR) with dual wheels (but not tandem axle).

Tow trucks with composite or rubber-faced push bumpers are strongly recommended.

4.5.2.4 Class C Heavy Duty Tow Truck

Heavy duty tow truck to accommodate vehicles up to and including USDOT Class 8 (over 33,000 lbs. GVWR).

Class C tow trucks to be utilized for disabled heavy trucks and simple non-blocking commercial vehicle incidents where FTE's Rapid Incident Scene Clearance (RISC) program is not activated.

4.5.3 Tools and Equipment

All tow trucks and car carriers are required to have the following equipment:

- All FHP required equipment
- Two 5-gallon containers of "oil-dry" or equivalent
- Shovel, square
- Street broom, 24" minimum
- Crowbar or pry bar, minimum length thirty (30) inches
- Five (5)-pound CO₂ or dry chemical fire extinguisher or equivalent. Must be approved type and have current inspection tag attached.
- Six 36" FDOT-approved traffic cones
- Jumper cables
- Bolt cutters with a minimum opening of one-half (1/2) inch.
- Four-way lug wrench
- Gasoline (5 gallons minimum)
- Plug N' Dike putty or equivalent
- Flashlight
- Five (5) thirty-minute fuses
- Trash can (5-gallon minimum)
- Cold patch, Sakrete 60 lb. bag or equivalent
- Steel tamp, 8"x8"
- Tarp (20'x20') available. Not required to be carried on each vehicle.
- Additional equipment as carried by a professional towing and recovery Vendor matched to the capacity of the tow truck or car carrier

4.6 Communication and Dispatch

The Vendor shall be available to provide roadside and towing services twenty-four (24) hours per day, seven (7) days a week. The Vendor shall provide FTE with at least two telephone numbers at which the Vendor can be contacted at all times.

FHP Dispatch will make two (2) attempts to contact the Vendor. If contact is not made on the second call, FHP Dispatch has the discretion to contact another provider.

The Vendor must dispatch an appropriate service vehicle to the scene of the call.

Response times are a primary performance measure for this program.

4.6.1 Communication Language

Clear communication during incidents between Tow Operators and FHP Dispatch is critical to the safety of on-scene personnel. FTE conducts its official business in English. Consequently, all radio communication between the Tow Operators and FHP Dispatchers shall be conducted in English.

4.6.2 FHP Communication

Upon receiving a dispatch call, the Vendor will immediately dispatch the service vehicle. If the Vendor does not expect to meet the response time requirements for the incident, FHP Dispatch shall be advised at that time.

The Tow Operator or Vendor will advise FHP Dispatch of the following:

- Truck Number
- When en-route
- Immediately upon arrival at the scene.

4.6.3 Location Reporting

Upon arrival at an incident, the Tow Operator or Vendor will advise FHP Dispatch of arrival, and provide location and description and tag number of the vehicle.

The Tow Operator or Vendor will advise FHP Dispatch of the action being taken, either upon arrival or after assessment of the situation.

If a tow is being made, the Tow Operator or Vendor will advise FHP Dispatch of the destination prior to moving the vehicle.

After completion of the service, the Tow Operator or Vendor will report to FHP Dispatch that the service vehicle is again available for service.

4.6.4 Cellular Phones

The Vendor is required to have licensed cellular phones in the service vehicles and provide customers the use of such cellular phones to make emergency local or credit card calls.

The cellular two-way radio function is the Tow Operator's primary communications method with FHP Dispatch.

The Vendor shall be responsible for all fixed and recurring costs associated with the cellular radio/telephones throughout the term of this Contract.

The Vendor shall obtain and maintain any necessary licenses.

4.6.5 Two-Way Radio

The Vendor shall equip each service vehicle operating under this program with a two-way radio and maintain a base station at the Vendor dispatch point.

Should a two-way radio system be deemed impractical for a particular sector or sectors or incompatible with the Vendors dispatch system, the Vendor may propose an alternate communication system. The goal is to provide a secondary or redundant voice/text communication system.

In addition, FTE reserves the option to equip service vehicles with radios compatible with the FTE and Florida Highway Patrol radio network, especially for service vehicles intended for use solely on this program.

4.7 Vendor Performance

FTE reserves the right to call additional or replacement Vendors if the Vendor fails to perform to FTE's expectations or standards.

A rating system and periodic reviews of Vendor performance will be used to gauge the Vendor's performance.

4.7.1 Performance Measures

Performance measures for this program will include, but are not limited to:

- Number and percentage of on-time responses
- Average response time
- Number and percentage of customer complaints and/or billing issues
- Customer satisfaction (see Section 4.7.2)
- Results of performance reviews (see Section 4.7.3)

If special circumstances prevented or contributed to a delayed response, the Tow Operator and Trooper should advise FHP Dispatch and/or the STARR Program Administrator. The Service Performance Comment Form (Appendix "J") may be used to document instances of delayed responses.

Service Performance Comment Form documentation and customer feedback cards, both positive and negative, along with other reports and data, will be used as part of the Vendor's performance review.

4.7.2 Customer Satisfaction

Customer satisfaction is a high priority at FTE. Customer satisfaction will be determined through a review of comments/complaints and Customer Feedback Cards received and additional methods to be determined.

4.7.3 Performance Reviews

FTE will conduct a performance review of the Vendor on an annual basis, or more frequently at the sole determination of FTE. Performance data will be gathered from FTE, FHP, and other incident management partners including Road Ranger Safety Service Patrol and RISC participants. Criteria to be evaluated will include, but not be limited to, response times, complaints received, customer comments, care and custody of vehicles and contents, condition of facilities and equipment, extent and clarity of records, and conduct of management and personnel.

The review will be conducted approximately ninety (90) days prior to the agreement anniversary date. The Vendor will be provided a written copy of the review.

A Service Performance Comment Form will be used to document both exceptional (such as rapid response times and safe, quick clearance) and sub-standard performance (such as slow response or other poor performance) by the Vendor. This service form may be used by TMC, FHP, Road Ranger Safety Service Patrol, Roadway staff and others as a measure of the Vendor's performance. (Appendix J)

The FTE STARR Informational/Feedback brochure, distributed by the Tow Operator to the customer, explains the benefits of the Program and includes a postage-paid feedback card. Customer responses from the brochure are also used to evaluate the Vendor's performance.

4.7.4 Complaints

FTE holds its customers in the highest regard and complaints received shall be addressed without delay.

A customer complaint received by phone or in person to FTE, FHP or the Vendor about the Vendor's operation on the Turnpike System will be logged and documented, and the documentation forwarded to the FTE Project Manager. For the sake of accuracy, the customer will be encouraged to put the complaint in writing, and will be provided the FTE Project Manager's mail and e-mail addresses and asked to send the complaint to the FTE Project Manager. Complaints should include the Roadside Service Case Number when available.

The Vendor shall promptly respond in writing within forty-eight (48) hours of receipt of any written or e-mail complaint from a customer or from FTE or FHP and shall make a good faith attempt to explain, resolve or rectify the cause of the complaint. Additionally, the Vendor shall provide to FTE, without further demand within forty-eight (48) hours of receipt of the such complaint from customer or FTE, a copy of each such complaint and Vendor's written response thereto.

Should resolution not be reached at the Customer/Vendor level, the FTE Project Manager will attempt resolution with the Customer and/or Vendor owner or manager. The FTE Project Manager's decision shall be final.

The disposition of the complaint shall be documented, and will be considered during evaluation of the Vendor for selection on future agreement renewals.

4.7.5 Procedural Dispute Resolution

Resolution of any issues or disputes arising between the Vendor and FTE shall be resolved by the FTE Project Manager and the Vendor representative. Should no resolution be reached at that level, the FTE District Traffic Operations Engineer will attempt resolution with the Vendor owner. Should no resolution be reached at that level, the issue or dispute will be presented to the FTE Director of Transportation Operations, whose decision shall be final.

4.8 Session Participation

4.8.1 TIM Team Involvement

FTE sponsors two Traffic Incident Management (TIM) Teams. The TIM Teams identify TIM-related issues, and develop improved incident management operations in the FTE corridor through coordination, communication and cooperation.

The FTE TIM Team meetings are currently held quarterly, one at Florida's Turnpike Enterprise Turkey Lake Service Plaza (MP 263), and one at Florida's Turnpike Enterprise Turnpike Operations Center in Pompano Beach (MP 65).

The Vendor is required to participate in all regularly scheduled Traffic Incident Management (TIM) Team meeting(s) for their response sector(s).

4.8.2 After-Incident Reviews

After-incident reviews are convened after major or unusual incidents to provide a no-fault forum to address responder concerns and improve performance at future similar incidents.

The Vendor shall participate in after-incident reviews for incidents to which the Vendor responded. It is expected that at least one (1) on-scene Vendor responder will participate, but if unavailable, a knowledgeable Vendor representative shall attend.

5 Program Operational Requirements

5.1 Traffic Laws

Tow Operators shall obey all traffic and motor vehicle laws.

Seatbelt use is mandatory for the Tow Operator and any passengers in a service vehicle. Infants and/or small children transported shall be in properly installed safety seats.

5.2 Official Vehicle Status

For the purposes of this section, authorized Vendor vehicles are recognized as “Official Vehicles” when on duty, but are not “Emergency Vehicles.”

This section does not relieve the Tow Operator of the duty to drive with the due regard for all persons, nor does it protect the Tow Operator from the consequences of reckless disregard for the safety of others.

5.2.1 Shoulder Use

If congestion prohibits the Tow Operator from responding to a call for removal of a vehicle from travel lanes or other similar emergency assistance, the Tow Operator shall advise FHP Dispatch. The Tow Operator may use the roadway shoulder or grass area to respond, but only where such activity may be performed safely. The Tow Operator shall not exceed fifteen (15) miles per hour, nor endanger life or property. The service vehicle emergency lights shall be activated when responding in this manner.

Use of the shoulder or grass area is not permitted when responding to non-emergency events.

5.2.2 Official Crossover Use

Official median crossovers provide turn around points for law enforcement, emergency response vehicles, and other permitted vehicles on Florida’s Turnpike.

Tow Operators shall reverse direction only at interchanges, Service Plazas, or at the Mainline MP 216 Heavy Truck Turnaround except as noted below:

- Milepost 152 (Fort Pierce) to Milepost 236 and Milepost 275 to Milepost 309 (Wildwood/I-75)
 - Tow Operators are permitted to use “Official Use Only” median crossovers only when responding to a **lane blocking** incident, or
 - When directed **and assisted** by law enforcement personnel.

Extreme caution must be taken when using median crossovers to avoid causing a crash or interrupting normal traffic flow.

Never use a median crossover when loaded with a customer vehicle. Crossing at non-designated locations is not permitted.

5.3 Safety

The safety and welfare of Tow Operators as well as the Road Ranger Safety Service Patrol and other responders is of primary concern. Due to the very nature and hazardous exposure of the job, Tow Operators face a working environment full of potential hazards. Tow Operators need to familiarize themselves with the service vehicle they drive.

Tow Operators shall follow FTE Tow Program safety guidelines, TRAA towing industry safety procedures, and Vendor standards. Tow Operators must comply with those standards, procedures, guidelines and policies for their own welfare and safety.

- Seat Belts
 - In compliance with State and Federal laws, seat belts must be worn by all occupants of the service vehicle.
- Safety Vests
 - Tow Operators are required to wear an approved safety vest or equivalent garment while working outside the vehicle. (Section 4.3.3)
 - It is the Tow Operator's responsibility to ensure that the safety vest / garment is kept clean / laundered to maintain reflectivity and visibility. The safety vest / garment shall be replaced when worn, badly soiled or faded. The safety vest/garment is to be worn on top of all other clothing, jackets, or garments.
- General Driving
 - The Tow Operator shall:
 - Adhere to and obey all traffic laws, policies, and safe-driving principles and practices of the State of Florida and Florida's Turnpike Enterprise.
 - Always use parking brake, appropriate emergency lights, arrow boards, etc. in accordance with FTE guidelines. Maintain a safe distance between the service vehicle and a disabled vehicle. Set the parking brake whenever exiting the vehicle.
 - Use caution when exiting the vehicle. When stopped adjacent to a travel lane, always look before opening the door into traffic. Use traffic cones behind the service vehicle per FTE guidelines.
 - Before backing the vehicle, always ensure clearance by checking the surrounding area. When available, use a spotter to guide. **LOOK BEFORE BACKING UP.**
 - Reduce speed during wet weather and/or poor visibility.
 - Maintain a proper interval; avoid following a truck or high cube vehicle restricting the view ahead.
 - Check mirrors frequently and watch for vehicles in blind spots.
 - Use turn signals and give plenty of notice before pulling on or off a shoulder.
 - Use the shoulder to reduce or gain speed to safely leave or re-enter the traffic stream whenever possible.
 - Make safe stops. Do not risk creating a hazardous situation by making an erratic maneuver if a stalled vehicle is discovered at the last minute. Stop in front of the vehicle if necessary or proceed to the next exit and circle around to get into a safe position.
 - Stop in front of the vehicle if the call is for a tow and back into position.

Working on a highway or near moving traffic can be very hazardous. ALL RESPONDERS must be extremely alert and use sound judgment to protect themselves, persons being assisted, and motorists using the Turnpike. When working alone on or along active roadways:

- Be aware of oncoming traffic.
- Minimize the time spent standing or walking between emergency equipment and other vehicles.

- Plan an escape path
- Check traffic before exiting the service vehicle and approach the vehicle you are assisting on the side away from traffic. In most cases, this is the passenger's side of the vehicle. If the vehicle is on the left shoulder or median, approach the vehicle on the driver's side.
- NEVER TURN YOUR BACK TO TRAFFIC.
- Scan the interior of the vehicle as you approach it, walk past the passenger door, and turn to face traffic. Clearly identify yourself and ask, "Are you okay?" and, "How may I help you?" Do not open the door; ask the driver to lower the window.
- Avoid confrontations by practicing diplomacy. Render assistance only when it is accepted. **Report unusual behavior to dispatch.**
- Do not park too close to the travel lane.
- Practice space safety, leaving a minimum of two to four car lengths between vehicles. Exceptions, such as jump starts, should be limited.
- Avoid stopping in the glide path on the outside of a curve.
- Use cones and flares for your safety as well as for traffic control.
- Do not use flares at hazardous materials incidents, fuel spills or when dry, windy conditions are present.
- Do not use a flare for illumination; never kick a flare.
- Use extreme caution when jump starting. Follow proper cable placement.
- Never remove a radiator cap from a hot or overheated engine.
- Remove all flares and other materials when an incident is clear.
- For your safety, always communicate with dispatch.

5.4 Roadside Service for Disabled Vehicles

5.4.1 Disabled Vehicle on Shoulder

- Tow Operators stopping to assist a motorist should stop well behind the vehicle, close enough to read the license tag number but no closer than two to four car lengths. The Tow Operator should park well off the edge line where possible and **approach on the passenger or non-traffic side of the vehicle.**
- If the dispatch call is for a tow, the Tow Operator should stop in front of the vehicle to be towed and back into position.

Before exiting the service vehicle, the Tow Operator shall call FHP Dispatch with the location, tag and vehicle description. Then the Tow Operator should exit the service vehicle and identify himself to the motorist before offering assistance and inform the motorist of the appropriate roadside service options and charges. It should be explained that assistance is limited to thirty (30) minutes before additional charges will be incurred. (See Appendix "D" Maximum Rates and Fees)

If the Tow Operator is going to provide services or attempt repairs, the Tow Operator is to return to the service vehicle and place a minimum of four (4) traffic cones behind the service vehicle

approximately thirty-five (35) feet apart along the edge line. This will increase the visibility of the service vehicle and offer some warning to a motorist who may have drifted off the travel lane. Under no circumstances will a lane be partially blocked to make repairs. Should the service vehicle be parked in front of the motorist vehicle, the traffic cones shall be placed behind the motorist vehicle in the same manner.

The basic assistance offered by a Tow Operator includes assistance with flat tires, jump starts, providing sufficient fuel to reach the next fuel station and some minor emergency repairs. If attempted repairs are unsuccessful, the Tow Operator shall explain the options for towing and repairs at a shop. If needed the Tow Operator shall offer the motorist the opportunity to make a cell phone call.

Assistance or repairs shall not be performed on vehicles blocking a travel lane or in a hazardous location such as a narrow shoulder or end of a gore area.

The Tow Operator shall relocate the vehicle under its own power or by pushing or towing it to a safe location when possible.

- Follow guidelines for proper use of push bumpers. Another option is to quickly relocate the vehicle to a nearby safe location and then proceed with assistance.
- If safe relocation is not possible and the vehicle is in a very hazardous location, contact FHP Dispatch to request assistance from a Trooper, Road Ranger Safety Service Patrol or another service vehicle. Set up traffic controls until the vehicle can be relocated.

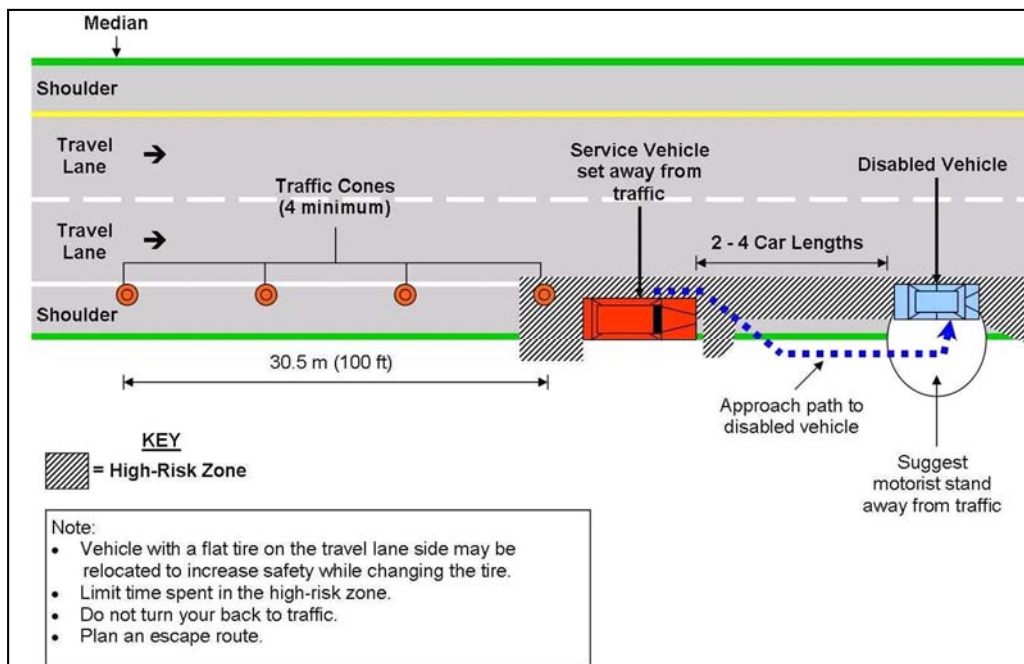


Figure 1 – Disabled Vehicle Scene Cone Setup

When responding to a vehicle that is disabled in a travel lane, the Tow Operator shall contact FHP Dispatch and provide the required vehicle and lane blockage information. A disabled vehicle obstructing traffic or in a dangerous location must be relocated to a safe location before assistance or repairs are attempted.

- Tow Operators need to become persuasive and convincing while advising motorists about FLORIDA LAW that requires the removal of disabled vehicles from travel lanes. The Tow Operator should provide the motorist with a copy of the Move-it law (**Florida Statute 316.071**), explain that assistance will be provided at no charge to help them relocate the vehicle, and then discuss their options for the disposition of the disablement after it is in a safe location.
- In some cases, the prudent action is to move the vehicle completely onto the grass, off a ramp or, if available, into a designated drop off area.

Motorists with a flat tire will frequently stop in a lane of traffic or on a narrow shoulder. This is extremely dangerous and requires quick thinking and persuasive action by the Tow Operator. The Tow Operator must convince the motorists to drive off the road with the flat tire. Remember – safety first. Do not provide repair services while blocking a travel lane.

If an emergency relocation is necessary, it shall be provided free to the customer even if the owner has made other arrangements.

Vendor reimbursement for the emergency relocation of a vehicle from a hazardous location is addressed in Appendix “D”, Maximum Rates and Fees

5.5 Towing

When a vehicle needs a tow, the Tow Operator shall explain all the options available and show the motorist the authorized rates before hooking up or loading a disabled vehicle.

- If the tow is ordered by a Trooper, discuss whether the vehicle is to go to the sector Turnpike Service Plaza short term storage lot, if applicable, or the approved Vendor storage facility.
- If the vehicle is blocking a travel lane, consider moving it a short distance out of traffic before final hookup of the remaining safety chains and multiple securement devices.
- Follow all FHP and towing industry safe towing rules. Do not allow anyone to remain in a vehicle being towed.

5.6 Recovery and Winching

The Tow Operator shall work closely with the other on-scene responders to set cones and other traffic controls and position the service vehicle before pulling out cable for winching.

- If a vehicle is overturned in a travel lane, consider moving it out of traffic prior to putting it back on its wheels.
- Placing the service vehicle in the travel portion of the Turnpike and blocking additional lanes while winching should be avoided and could be grounds for a complaint from the Turnpike TMC or FHP. Standard practice should be to relocate out of travel lanes (turn or spin the car if needed), and then proceed with the recovery.

5.7 Water Recovery

Vehicles that need to be removed from a canal or other body of water must be reported to FHP and local Fire-Rescue before recovery can take place. Determination of when to proceed with

the water recovery is made in consultation with FHP Dispatch and the on-scene Incident Commanders.

- If the attachment of the recovery chains is a simple matter, the Tow Operator may undertake a recovery. However, if the water is more than waist deep, the use of a diver should be considered. This determination should be made after discussion with the on-scene Incident Commanders.
- The Tow Operator should pause frequently when a vehicle is breaking the surface to allow water to drain from the vehicle.

5.8 Traffic Crashes

Tow Operators on-scene at a crash should, after receiving clearance from the Trooper, work with the Road Ranger Safety Service Patrol operator to expedite the clearance of the vehicles, fluids and debris.

- The Tow Operators, Road Ranger Safety Service Patrol and Troopers are part of a team. They need to assist each other to keep the scene safe and expedite roadway clearance.
- Tow Operators need to be aggressive in moving or clearing wrecked vehicles from travel lanes at crash scenes. Once cleared to proceed, every effort needs to be taken to move all obstructions from the roadway before loading of vehicles on flatbeds or final hookup to a tow truck.

Vendors will be evaluated by Turnpike TMC and FHP staff in their actions and ability to quickly clear crash scenes. These evaluations will be used to determine whether the Vendor is following the terms of this agreement.

By practicing these Quick Clearance principles, Turnpike Operations officials and Troopers will be impressed with the Tow Operator's skills and determination and will appreciate the effort to open the roadway in a safe and expedited manner in accordance with Florida's Open Roads Policy (Appendix "A").

Following Florida's Open Roads Policy is a key performance measure for renewal of this Agreement.

5.9 Abandoned Vehicles Ordered Removed by FHP

Abandoned vehicles left on the Turnpike shoulders or other places on the right of way pose a danger to other motorists. When a Trooper makes a tow request for the removal and impoundment of an abandoned vehicle, FHP Dispatch will contact the Vendor. The Vendor will dispatch a service vehicle promptly and tow the abandoned vehicle to the Vendor's approved storage facility or to the designated Turnpike short-term storage lot, as directed by FHP.

The Tow Operator shall follow all FHP rules for security of personal property and the proper procedures for the vehicle release.

6 Administrative

6.1 Contract Administrative Requirements

6.1.1 Term of Contract

The beginning period of the Contract is on or about December 1, 2015 for a one (1) year period commencing with the date of Notice to Proceed.

This Contract may be renewed up to three (3) times for a period that may not exceed an additional one (1) year or the term of the Contract, whichever period is longer.

Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Contract.

Contract renewals/extensions will be made upon mutual agreement by both parties, but only after FTE and FHP Troop K performance evaluations showing satisfactory or better performance by the Vendor.

6.1.2 Relationship of the Parties

Florida's Turnpike Enterprise (FTE) shall grant to the Specialty Towing and Roadside Repair Services Vendor (Vendor) a nonexclusive privilege to provide motorist roadside services; light, medium, and limited heavy vehicle towing, recovery and incident scene clearance services, as further defined herein, for a designated sector(s) of the Florida's Turnpike Enterprise System.

The Vendor agrees to provide the professional vehicle towing and roadside assistance services in accordance with the terms and conditions contained herein and in compliance with all Florida Department of Highway Safety and Motor Vehicles wrecker qualifications and FTE rules and regulations. The Vendor also agrees to abide by all applicable provisions of Florida Statutes.

The Vendor's relationship to FTE is that of an independent contractor authorized to perform vehicle recovery and incident scene clearance services on a designated sector(s) of the Florida's Turnpike Enterprise System in strict compliance with the terms and conditions contained herein.

Should FTE determine that the Vendor under these Program Specifications is unable to assist, perform or provide adequate services or equipment, FTE and/or FHP reserves the right to request additional services or equipment from any available source.

The Vendor and all of its employees and any sub-let Vendors shall cooperate and comply with the instructions and guidance pertaining to incident scene safety, vehicle positioning and traffic control from FHP (who is the FTE Incident Command Authority for Turnpike incidents), FTE officials, local Police Department officers or appropriate law enforcement agencies.

6.1.3 Assignments, Sublicensing and Subcontracting

Assignments: The Vendor shall not assign this agreement in whole or in part, to any other entity.

Subcontracting: The Vendor shall maintain an adequate number of service vehicles and sufficient competent staff so as to enable the Vendor to perform under this Agreement. The

Vendor may engage responsible sub-vendors for the purpose of providing back-up services. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

The Vendor shall identify and submit for approval in their application any sub-vendors that may work on FTE facilities under this program. Adding sub-vendors not specified in the Vendor's application, bid, and/or Agreement will require prior written consent of FTE. All requests for sub-vendor approval shall include an executed agreement between the Vendor and the sub-Vendor. sub-vendors shall meet all vehicle, operator and insurance requirements of the STARR program.

Sub-vendor facilities may not be used for storage of vehicles under the STARR program.

6.1.4 Transfer of Service

The Vendor shall not transfer a wrecker or roadside assistance call to another towing firm with the exception of approved sub-vendors. If the Vendor is unable to handle the call, or if additional equipment is needed from another authorized Vendor, the Vendor will notify FHP Dispatch to dispatch authorized service.

The Vendor shall not call for assistance or equipment from non-authorized providers.

6.1.5 Insurance and Indemnification

The Vendor shall maintain all insurance coverage in compliance with the Standard Written Agreement and with the Florida Department of Highway Safety and Motor Vehicles Wrecker Operator Requirements Section 15B-9.006. Such insurance coverage includes, at a minimum, worker's compensation and employer's liability, garage liability, garage keeper's liability, bodily injury liability and property damage liability.

The Vendor shall indemnify and hold harmless the Department, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

The Vendor shall furnish a copy of the current Certificate of Liability Insurance to the STARR Program Administrator every six (6) months.

6.1.6 Inspection and Verification

The Vendor grants to FTE and FHP the right to inspect its business premises, facilities, vehicles and equipment, and storage areas upon reasonable notice to verify compliance with this agreement.

Prior to execution of this agreement, the Vendor shall provide written proof to FTE that it is licensed and/or registered to provide vehicle tow and road services in Florida.

The yard, office and impound area shall be in compliance with all municipal and county codes and ordinances.

The Vendor shall submit to FTE at the time of signing this agreement and continuously thereafter, a list of current employees, with verification, specifying those employees with

an acceptable FDLE Criminal Background history and qualified and licensed to operate the Vendor's equipment to be used in this program.

The Vendor agrees to update this list whenever an employee is replaced or new employees are hired or as requested by FTE.

Training records and TRAA certification documentation is to be maintained at the Vendor office.

6.1.7 Books and Records

The Vendor agrees to maintain accurate records of all roadside assistance and towing services provided under these Specifications, including copies of individual invoices for roadside services, towing and storage.

All completed invoices/roadside service orders for towing/repair services provided will contain the following information:

1. Roadside Service Case number (assigned by FHP)
2. Dispatch and arrival time
3. Customer's name and address
4. Make of vehicle, model, and VIN or tag number
5. Date service rendered
6. Location of disabled vehicle (mile post number)
7. Towing – state the number of miles towed
8. Name of person performing the work
9. Total charges on all work orders verified by the Vendor

FTE is to receive weekly from the Vendor a copy of all invoices/roadside service orders for any and all roadside services, towing and storage fees charged to FTE customers. Invoices/roadside service orders shall also be kept available at the Vendor office for a minimum of three (3) years for inspection by FTE or FHP.

The Vendor's books and records pertinent to any FTE requested vehicle assistance or towing services shall be made available for inspection upon request from FTE or appropriate law enforcement agencies.

Any off-site repairs or sub-let work charged to Turnpike customers also needs to be documented by the Vendor. Records of these repairs / sub-let work shall be maintained at the Vendor's office.

The Vendor agrees to provide a copy of any customer repair invoice, including repairs sub-let to outside repair shops, upon FTE request.

6.1.8 Weekly Reporting

The Vendor shall maintain separate logs showing the number of service calls, the disposition of the calls, and the charges for the calls, and provide a report to FTE on these towing and roadside service activities each week. The logs and report shall be in a form acceptable to FTE.

6.1.9 Performance Agreement

This is a performance-based agreement in which the Vendor's compliance with the Scope of Services is evaluated periodically by FTE.

In instances where FTE finds the Vendor has failed to comply with the provisions of this Agreement, i.e., not performing the responsibilities and services described herein, FTE shall take progressive actions, starting with a comprehensive review of the Vendor's operation, the development and implementation of an improvement plan by the Vendor, and could result in Termination of the agreement.

6.1.10 Termination

FTE reserves the right to modify or cancel the assigned sector, zone or territory covered by the Vendor for not meeting the Program specifications with thirty (30) days' notice to the affected Vendor. In extreme cases, termination of the agreement may be immediate.

The Vendor may meet with designated FTE representative(s) and seek alternative remedies prior to termination. In any case, the decision of the FTE Director of Transportation Operations shall be final.

Termination of the Vendor's right to do business in the State of Florida or any of its political subdivisions under the existing name shall be grounds for immediate termination of the Vendor as a participant in this program.

A change in ownership will require written notification to FTE within five (5) days requesting a provisional continuation of the current agreement. This notification shall be followed by a new application with management plan, staffing list and equipment inventory. A provisional continuation shall not extend beyond the remaining term of the existing agreement.

6.1.11 Motor Club Services

The Vendor is not required to be a provider of motor club services on the assigned sector(s) of the Turnpike system. However, Vendor-provided motor club services gives Turnpike customers a consistent, trained service presence on the Turnpike system.

When a motorist requests motor club towing or service, the Tow Operator shall follow the contractual procedures the Vendor has established with the motor club, if applicable.

6.1.12 Payment of Tolls

All vehicles of the Vendor, including those of the Vendor's employees, will be required to pay the usual tolls for use of Florida's Turnpike irrespective of the number of times any of these vehicles may use the toll road in any specific period of time.

Toll charges incurred while towing may be billed to the customer in addition to the mileage fees.

6.2 Laws, Ordinances, Licenses and Permits

Florida's Turnpike Enterprise (FTE) requires authorized tow service Vendors and Tow Operators to comply with all applicable traffic laws, codes, rules, regulations and policies and procedures contained in these specifications.

The Vendor shall comply with all current and future Federal, State and local environmental laws, ordinances, rules and regulations.

6.3 *Transition Plan*

It is essential that towing services not be interrupted during a change from the current tow system or Vendor to a new Vendor.

While FTE will work with both the incumbent Vendor and a new Vendor to make the transition seamless to FTE customers, the new Vendor shall provide a transition plan documenting the strategy that will be implemented to provide continuous service to customers through the transition.

7 Miscellaneous Provisions

7.1 Gratuities

7.1.1

The Vendor shall not provide any gratuities, commissions, kickbacks or complimentary services of any kind to any officials, officers, employees, consultants or agents of Florida's Turnpike Enterprise or Florida Highway Patrol.

7.1.2

It is the responsibility of the Tow Operator, as a professional, to maintain a high degree of integrity and not solicit any offer of tips or gratuities in addition to the charge for services rendered.

Vendors and/or Tow Operators shall not accept any form of kickbacks from lawyers, doctors, insurance adjusters or repair shops, or direct business to a specific service station or repair shop.

Disciplinary action will be taken against any personnel engaging in any of the above prohibited activities.

7.2 Advertising

No Vendor advertising shall be permitted on FTE facilities without a formal agreement with FTE. This includes business cards, phone stickers, or other items that may be construed as advertising.

7.3 Plaza Walk-ups

FTE customer requests for towing or roadside repair services at a Service Plaza, Toll Plaza, other FTE facility, or otherwise through FTE representatives shall be made through FHP Dispatch. FHP Dispatch will issue the Case Number for the towing or repair and dispatch the service vehicle.

7.4 Essential Employees

The Tow Operator shall only be accompanied by FTE-approved employees when responding to a dispatch call. Under no circumstances shall Tow Operators be accompanied by family members, acquaintances, or other nonessential personnel.

FLORIDA DEPARTMENT OF TRANSPORTATION



APPENDIX "A"

**OPEN ROAD POLICY
Quick Clearance for Safety and Mobility**

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

State of Florida

OPEN ROADS POLICY AGREEMENT

(Revised January 2014)

Quick Clearance for Safety and Mobility

This Open Roads Policy Agreement (Agreement) is entered into between the Florida Highway Patrol (FHP) and the Florida Department of Transportation (FDOT) and establishes a policy for FHP and FDOT personnel to expedite the removal of vehicles, cargo, and debris from roadways on the State Highway System to restore, in an **URGENT MANNER**, the safe and orderly flow of traffic following a motor vehicle crash or other traffic incident on Florida's roadways.

Whereas, public safety is the highest priority and must be maintained on Florida's roadways before, during, and after traffic incidents; and

Whereas, the quality of life in the State of Florida is heavily dependent upon the free movement of people, vehicles, and all types of commerce, and FHP and FDOT share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible; and

Whereas, traffic incidents account for approximately twenty-five percent of non-recurring congestion and the impacts on commerce can be minimized with sound traffic incident management practices by responding agencies; and

Whereas, nationally, it is estimated that five fire personnel, twelve police officers, and sixty tow truck operators are killed in struck-by incidents each year, and governmental entities have the responsibility to do whatever is reasonable to reduce the risks to responders; and

Whereas, secondary crashes pose safety risks to incident responders and all motorists; and

Whereas, the expeditious clearance of traffic incidents promotes safety, and that vehicle removal, move-over laws, and quick clearance policies minimize exposure and the potential for secondary crashes; and

Whereas, it is understood that damage to vehicles or cargo or both may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the priority of responders is to safely restore traffic to normal conditions because traffic incident related congestion has an enormous cost to society. This cost is significantly greater than the salvage value of an already damaged vehicle and its cargo.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. Reasonable attempts will be made to avoid unnecessary damage to vehicles and cargo in the process of clearing the roadway.

2. The following operating standards are based on the philosophy that the State Highway System will not be closed or restricted any longer than is absolutely necessary following a traffic crash or other roadway traffic incident.

3. Florida Highway Patrol Operating Standards:

a. Members of FHP who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When an investigation is required, it will be conducted in as expedient a manner as possible considering the severity of the incident. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow completion of those tasks. FHP will close only those lanes absolutely necessary to safely conduct the investigation. FHP will coordinate with FDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic at the scene, and restore the roadway to normal conditions as soon as possible.

b. Whenever practical, damaged vehicles on access-controlled roadways will be removed to off ramps, accident investigation sites, or other safe areas for completion of investigations to reduce delays. Tow truck operators will be requested as soon as it is evident that they will be needed to clear the roadway. FHP will assure that all authorized tow operators have met established competency levels and that the equipment is of appropriate size, capacity, and design to meet all standards of the State of Florida.

c. FHP will not unnecessarily cause any delay in reopening all or part of a roadway to allow a company to dispatch its own equipment to off-load cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. FHP and FDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner, to include the use of FDOT's Rapid Incident Scene Clearance (RISC) Procedure Number 750-030-020 when and where appropriate.

4. Florida Department of Transportation Operating Standards:

a. When requested by FHP or any other emergency response agency, FDOT will respond and deploy resources to major traffic incidents 24 hours a day, 7 days per week. Each FDOT District will develop and implement response procedures to meet the goal of providing initial traffic control within **30 minutes** of notification during the assigned working hours of each maintenance yard, and **60 minutes** after hours.

b. FDOT, in coordination with FHP, will upgrade traffic controls, determine detour routes, and discuss clearance strategies. When requested, FDOT will provide temporary traffic controls to ensure a safe work zone for all responders and the motoring public.

c. FDOT, in cooperation with FHP, will determine and deploy the necessary heavy equipment and manpower to reopen the roadway if there is a delay in clearing the travel lanes, or if the task is beyond the capabilities of the tow truck operator on scene. If cargo or spilled loads [non-hazardous] are involved, FDOT will make every effort to assist in the relocation of the materials in the shortest possible time, using whatever equipment necessary. All such materials or any vehicles relocated by FDOT will be moved the minimum practical distance to eliminate traffic hazards.

d. FDOT personnel will document all hours and equipment used for traffic control, roadway clearance, and debris clean up. FDOT will place traffic control devices at the scene should any damaged vehicles or cargo remain on the shoulder adjacent to the travel lanes for removal at a later time.

5. FDOT and FHP will continually work together to ensure that the needs of motorists on state roadways are being met in the most professional, safe, and efficient manner.

6. FHP and FDOT will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this Agreement.

7. FHP, together with FDOT, will research, evaluate, and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or traffic incident scenes. FHP, using these techniques, will prioritize the investigative tasks that impede traffic and reopen travel lanes upon completion of such tasks that must be conducted in order to minimize impeding traffic.

8. Roadways will be cleared as soon as possible. It is the **goal** of all agencies that **all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer**. This goal is made with the understanding that more complex scenarios may require additional time for complete clearance.

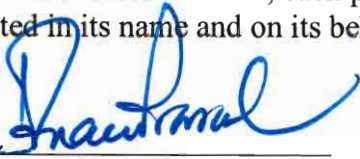
9. This Agreement applies to the impacts of roadway traffic incidents and does not apply to closures that are necessary for the furtherance of motorists' safety such as those undertaken for high winds, flooding, ice, fog, smoke, or other circumstance.


10. FHP and FDOT will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse this Agreement for the State of Florida.

11. FHP will be responsible for calling a meeting with FDOT in July of each year to review this policy, and make changes as necessary.

12. With the mutual agreement of both parties, this policy agreement may be terminated on an agreed upon date without penalty to either party.


In witness whereof, each party to this Agreement has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative.

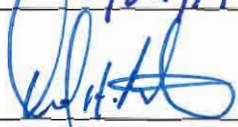
By: 
Ananth Prasad, P.E.
Secretary
Florida Department of Transportation

By: 
Julie L. Jones
Executive Director
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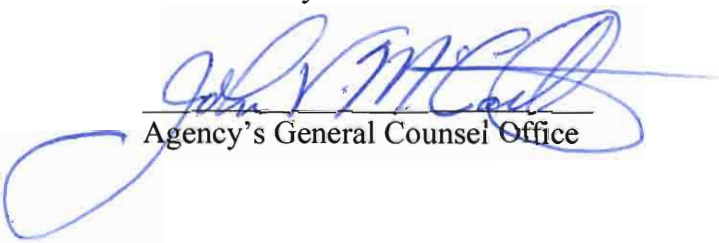
Date: 1-31-14

Date: 2/26/14

Legal Review:


By: 
Col. David H. Brierton, Jr.
Director
Florida Highway Patrol

Date: 2/17/14

Reviewed By:

Agency's General Counsel Office

FLORIDA DEPARTMENT OF TRANSPORTATION



APPENDIX "B"

HISTORIC SERVICE CALLS BY SECTOR

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

Specialty Towing and Roadside Repair Services Program

Historic Service Calls by Sector

Appendix “B”

To assist prospective Vendors in gauging the activity in a given sector, the table below quantifies service calls dispatched by FHP for December 2014 through August 2015.

FTE is providing this data for informational purposes only. There is no guarantee of the minimum quantity of service calls for a sector.

Sector	Roadway	Begin MP	End MP	Mileage (Approx.)	Total Service Calls ¹	MOA/GOA ²	FHP/FTE ³
1a	HEFT	0	23	23			
1b	HEFT	23	47	24			
2a	Sawgrass Expressway	0	22	22			
2b	Spur & Mainline	0X	75	32			
3a	Mainline	75	116	41			
3b	Mainline	116	152	36			
4	Mainline	152	193	41			
5	Mainline	193	229	56	302	58	6
6a	Mainline	229	267	23			
	Beachline	0	8	8			
6b	Mainline	267	309	37			
7a	Toll 589	2.2	19	17			
	Toll 568	0	3	3			
7b	Toll 589	19	55	36			

¹ Total Service Calls include MOA/GOA calls and FHP/FTE vehicle service/tows.

² Made Own Arrangements/Gone on Arrival

³ Florida Highway Patrol or Florida's Turnpike Enterprise vehicle service/tow

FLORIDA DEPARTMENT OF TRANSPORTATION



APPENDIX "C"

PATROL ZONES

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

Road Ranger Safety Service Patrol Team

Patrol Zones

Appendix “C”

The table below illustrates the current Road Ranger zone coverage areas, the hours of operation for each zone and the type of truck used.

Zone	Vehicle Type	Coverage Area	Zone Miles	Hours	Hours per Week
1	Pickup	MP 0 – MP 19	19	6 am - 10 pm x 7	112
2	Tow	MP 16 – MP 35 (Extend to MP 0 when Zone 1 is off)	19 (35)	24x7	168
3	Incident Response	MP 29 – MP 49 (Extend to Spur and MP 58 when Zone 4 is off)	20 (33)	24x7	168
4	Pickup	Spur 0X – 4X MP 49 – MP 58	13	6 am - 10 pm x 7	112
5	Tow	MP 53 – MP 69 (Extend to MP 49 when Zone 4 is off) (Extend to MP 71 and response only to Sawgrass when Zone 6 is off)	16 (20) (22)	24x7	168
6	Pickup	Sawgrass Expressway and MP 65 – MP 71	28	6 am - 10 pm x 7	112
7	Tow	MP 69 – MP 97 (Response only to Sawgrass when Zone 6 is off) (Extend to MP 116 when Zone 8 is off)	28 (47)	24x7	168
8	Tow	MP 93 – MP 138	45	6 am - 10 pm x 7	112
9	Pickup	MP 138 – MP 193	55	6 am - 10 pm x 7	112
10	Incident Response	MP 193 – MP 249	56	6 am - 10 pm x 7	112
11	Tow	MP 249 – MP 272	23	24x7	168
12	Pickup	MP 272 – MP 308	36	6 am - 10 pm x 7	112
V1	Tow	Toll 589 MP 2 – MP 19	17	6 am – 8 pm (m-f)	70

Notes:

- There is no off-peak patrol coverage between MP 116 and MP 249.
- There is no off-peak patrol coverage between MP 272 and MP 308.
- There is no off-peak patrol coverage on the Sawgrass Expressway. 24/7 response is from Zone 5 or Zone 7 units.
- There is no off-peak patrol coverage on Toll 589.

FLORIDA DEPARTMENT OF TRANSPORTATION



APPENDIX "D"

MAXIMUM RATES AND FEES

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

Appendix D

Maximum Rates and Fees

Light Duty Class A

Vehicle GVWR under 10,000#

Roadside Service <i>Includes first 30 minutes</i>	\$75	<i>No tow</i> Tire change, jump start, etc. Out of fuel (plus fuel cost) Winching back onto roadway
Mileage	N/A	
On-scene service	\$25	per ¼ hour (after first 30 minutes)
Standard Customer Tow <i>Includes first 30 minutes</i>	\$75	<i>Hook-up and go</i> (Direct customer request or FHP assisted. No Tow Sheet.)
Plus mileage	\$5	per mile
Winching back onto roadway	\$50	
Other or additional service	\$25	per ¼ hour (after first 30 minutes)
Police Directed Tow <i>Includes first 30 minutes</i>	\$100	Crash vehicle removed from incident scene, impoundment for arrest or investigation, remove and impound abandoned vehicle. (Tow Sheet required.)
Plus Mileage	\$5	per mile
Recovery	\$50	Upright overturned car, winching back onto roadway, vehicle in the water
Other or additional service	\$25	per ¼ hour (after first 30 minutes)
Miscellaneous		
Administration fee	\$30	For title and lien search, advertising, owner and lien holder notification plus actual documented fees imposed by State of FL.
Additional labor	\$20	per ¼ man-hour

Notes:

Mileage fee begins at point of service.

Time over 30 minutes requires detailed Vendor documentation of services rendered.

The above rates are not mandated, but may not be exceeded.

Medium Duty Class B

Vehicle GVWR 10,000 to 33,000#

(Includes vehicles with dual wheels but not tandem axles)

Standard Customer Tow	\$200	<i>Hook-up and go</i>
<i>Includes first 30 minutes</i>		(Direct customer request or FHP assisted. No Tow Sheet.)
Plus mileage	\$6	per mile
Winching back onto roadway	\$100	
Other or additional service	\$35	per ¼ hour (after first 30 minutes)
Police Directed Tow	\$200	Crash vehicle removed from incident scene, impoundment for arrest or investigation, remove and impound abandoned vehicle. (Tow Sheet required.)
<i>Includes first 30 minutes</i>		
Plus Mileage	\$6	per mile
Recovery	\$100	Upright overturned vehicle, winching back onto roadway, vehicle in the water
Other or additional service	\$35	per ¼ hour (after first 30 minutes)
Miscellaneous		
Administration fee	\$30	for title and lien search, advertising, owner and lien holder notification plus actual documented fees imposed by State of FL.
Additional labor	\$20	per ¼ man-hour
Trailers, if towed separately	\$75	

Notes:

Mileage fee begins at point of service.

Time over 30 minutes requires detailed Vendor documentation of services rendered.

The above rates are not mandated, but may not be exceeded.

Heavy Duty Class C

Vehicle GVWR over 33,000#

(Truck tractor and semi-trailer considered one vehicle unless required to tow separately)

Standard Customer Tow <i>Includes first 30 minutes</i>	\$300	<i>Hook-up and go</i> (Direct customer request or FHP assisted. No Tow Sheet.)
Plus mileage	\$7	per mile
Winching back onto roadway	\$150	
Other or additional service	\$50	per ¼ hour (after first 30 minutes)

Police Directed Tow <i>Includes first 30 minutes</i>	\$300	Crash vehicle removed from incident scene, impoundment for arrest or investigation, remove and impound abandoned vehicle. (Tow Sheet required.)
Plus Mileage	\$7	per mile
Recovery	\$150	Winching back onto roadway, vehicle in water
Other or additional service	\$50	per ¼ hour (after first 30 minutes)

Miscellaneous		
Administration fee	\$30	For title and lien search, advertising, owner and lien holder notification plus actual documented fees imposed by State of FL.
Additional labor	\$20	per ¼ man-hour
Trailers, if required to tow separately	\$75	
	\$7	per mile
Low boy tractor trailer w/driver	\$200	per hour
Other additional required equipment	Prevailing rate	
Requiring professional certified dive team	Prevailing rate	

Notes:

Mileage fee begins at point of service.

Time over 30 minutes requires detailed Vendor documentation of services rendered.

The above rates are not mandated, but may not be exceeded.

Storage Fees

Class A vehicles

under 10,000# GVWR

Storage fee (company yard) after 6 hours	\$24	Day (24 hour increments)
Motorcycles, ATVs, other small vehicles	\$16	Day (24 hour increments)
Inside storage	\$40	Day (24 hour increments)
Trailers, over 25 Ft.	\$36	Day (24 hour increments)

Class B vehicles

10,000# to 33,000# GVWR

Storage fee after 6 hours	\$36	Day (24 hour increments)
Inside storage	\$60	Day (24 hour increments)
Trailers	\$36	Day (24 hour increments)
Securement of un-contained cargo	Equals % of load @ daily vehicle storage rate	

Class C vehicles

over 33,000# GVWR

Storage fee after 6 hours	\$40	Day (24 hour increments)
Inside storage	\$80	Day (24 hour increments)
Trailers & Semi-trailers (only if separation is required)	\$40	Day (24 hour increments)
Securement of un-contained cargo	Equals % of load @ daily vehicle storage rate	

After-hours requests for release	\$50	All vehicle classes
----------------------------------	------	---------------------

Notes:

- Calculation of storage fees begins when vehicle is unhooked from tow truck inside a secure structure or compound.
- No storage fee is charged if the vehicle is claimed within the first six (6) hours.

Miscellaneous Fees (no customer)

Gone on arrival/Made own arrangements	\$35	Each occurrence
FTE/FHP Vehicle	\$50	Plus \$5 per mile over 20 miles
Relocation from travel lane	\$100	(No separate payment for GOA/MOA)
Debris pickup	\$100	Flat rate (for each responding unit)
FHP-Directed Evidence Tow	\$100	Each occurrence

FLORIDA DEPARTMENT OF TRANSPORTATION



APPENDIX "E"

WRECKER SUPPORT COMPONENT
of the
HURRICANE EVACUATION PLAN

RFP-DOT-15/16-8002R-WS

SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05



The Wrecker Support Component of the Hurricane Evacuation Plan

Florida's Turnpike Enterprise (FTE) has developed this component of the Hurricane Evacuation Plan to utilize privately owned wreckers (tow trucks) and operators to supplement FTE and Florida Highway Patrol (FHP) efforts to maximize the continuous and safe flow of extremely high volumes of traffic prior to landfall of a tropical storm or hurricane.

The primary goal of the wrecker support plan component is to keep traffic moving in order to avoid the extraordinary action of initiating one-way operations by swiftly detecting and relocating disabled or wrecked vehicles and aggressively clearing any debris or other hazards or blockages from the roadway.

The aggressive clearance of roadway blockages using roving wreckers is a successful strategy that is used on high volume expressway systems in Chicago and Los Angeles. This strategy was also employed with great success to assure immediate incident removal during the Olympic Winter Games in Salt Lake City, which took place a few months after the terrorist attacks of September 11, 2001.

The plan component involves wreckers and motorist service trucks provided by private tow companies along the Turnpike system.

- Light/medium-duty wreckers and/or service patrol trucks roving in the traffic stream during high traffic flow and one-way operations looking for and removing any obstruction to traffic.
- Heavy-duty wreckers pre-positioned at strategic locations for immediate deployment by FHP or Turnpike personnel to any incident involving a large truck, bus or motor home.

Activation levels:

Situations prompting activation of this plan component:

Stage 1 - Heavy turnpike traffic flow on the Turnpike system in advance of an approaching named tropical storm or hurricane. Activation may occur prior to any official evacuation orders. The wrecker plan component would be activated to support the Road Ranger and FHP efforts in the sectors experiencing heavy and building traffic demand. Motorist service trucks and wreckers would start their patrol of each sector from pre-determined locations in a "shot-gun" fashion.

Stage 2 - Pre One-Way Operation preparation, when notification is given that the Turnpike will soon activate and utilize the One-Way Operation Plan for evacuation (Mainline and HEFT only). One-way operation will utilize the southbound travel lanes for northbound traffic in designated areas. Wreckers in the one-way sectors would work with FHP Troopers to 'sweep' through their assigned area and clear out any errant vehicles and check closure points along the southbound lanes as well as continuing to assure maximum capacity in the northbound lanes.



Stage 3 - During actual One-Way Operation (Mainline and HEFT only). All disruptive incidents will be cleared in an urgent manner to assure maximum roadway capacity in the normal northbound lanes and the one-way southbound lanes.

Stage 4 (Optional) - Post-storm operation, when the Turnpike system is re-opened to heavy returning traffic. Once the National Hurricane Center has lifted the storm/hurricane warning, the wrecker plan component may be activated to support the Road Ranger and FHP efforts to facilitate deployment of emergency crews and relief supplies, and to return residents safely home in sectors expected to experience extremely heavy traffic demand.

Wrecker assignments:

Light/medium-duty units:

The light/medium-duty wreckers, rollback carriers or service trucks will rove in the traffic stream within an assigned sector looking for and removing any obstruction to traffic flow either independently or along with FHP or other Turnpike crews.

Duties of the light/medium-duty units include:

1. Aggressively **clearing** vehicles and debris from **crash scenes** as instructed with or without FHP presence. Policies for actions may change if or when actual evacuation is ordered.
2. Looking for and immediately **relocating** any disabled vehicles **out of the traffic stream**. Once the vehicle is relocated out of traffic, offering short term (5-10 minute) assistance for problems such as out of gas, need a jump start, flat tire or overheated engine. Severely overheating vehicles producing visible steam may generate calls of "vehicle on fire." In this case, the operator should remain with the vehicle until the steam subsides.

Emergency gas should only be dispensed to inoperable vehicles that are **out of fuel**. Provide enough gas (about 2 gal.) to allow the vehicle to start and drive to the next Service Plaza.

3. During Stage 1, or until notified, **moving any disabled vehicles** (that will not re-start or cannot be driven after 5-10 minutes) off the paved shoulder and **into the grass** area at least 6 feet from the edge of the paved shoulder. Vehicles will only be relocated to the right side of the roadway. The relocation of disabled vehicles from shoulders includes both main line and ramps. Vehicles are not to be left in the median or in gore areas. If the grass area is too soft to support a vehicle, the vehicle is to be relocated to a more appropriate location nearby.
4. **Transporting occupants** of disabled vehicles **to the nearest Service Plaza** or off the Turnpike system. State and Federal law require that seat belts be worn by all occupants. If all occupants cannot be safely transported in the wrecker the operator will contact the sector coordinator for assistance. The sector coordinator may respond and transport additional persons who cannot be transported by the wrecker. Other options for motorist transport include FHP, other wreckers, and Road Rangers.)



5. Looking for any **abandoned vehicles** and, as directed, relocating them to a safe location well **onto the grass** at least six feet off the paved shoulder. In some cases abandoned vehicles may be moved, if ordered, to a pre-determined holding area.
6. Moving or **removing all debris found** on the travel lanes or shoulder completely off the paved portion of the Turnpike system.
7. As directed, **assisting FHP** Troopers or Turnpike Staff with traffic control or maintaining signs, cones or barricades **at closure points** or specific locations. These special functions, if assigned, are to help maintain the maximum capacity of the Turnpike system prior to or during hurricane evacuation and one-way operations.
8. When **preparing for one-way operation** activation, selected tow units may be assigned to work with FHP to inspect or "sweep" the southbound lanes within the sectors employing one-way operation. The intent is to form a squad of **troopers and wreckers** and move south in the closed one-way lanes looking for and **removing any vehicles or pedestrians and checking that each closure point** in the sector is sealed. One by one, the wreckers would drop out at strategic locations within their sector and remain pre-positioned for the opening of the northbound one-way traffic in the southbound lanes. Specific instructions will be given to these tow units by FHP Troopers. Wreckers not otherwise assigned or deployed by FHP should return to the south end of their sector to be available for one-way operations.
9. Tow unit and service patrol operators **will log all activities** by filling out an assist sheet. It is especially important that any emergency fuel issued to motorists be recorded (vehicle license number, location, and estimated gallons of gas provided).
10. Patrolling operators may be asked to **report current driving conditions** and or travel speeds periodically to the Turnpike Emergency Operations Center (TEOC) through the sector coordinator.

Heavy-duty wreckers:

Class "C" wreckers will be parked at pre-determined locations and respond as directed by the Turnpike Emergency Operations Center (TEOC) and/or Florida Highway Patrol to locations where large commercial vehicles are restricting or affecting the traffic flow. There will be at least one heavy-duty wrecker for each sector.

The heavy-duty wreckers will be operated by fully trained and certified heavy-duty operators ready to immediately respond to commercial vehicle incidents and prepared to take action to open the roadway in an urgent fashion. The operators of the heavy-duty wreckers will remain in constant communication with the sector coordinator, the TEOC, FHP, and the TMC.

Sectors:

There are eleven sectors and half sectors. The wrecker support plan component may be activated for each sector separately or all at one time as conditions warrant.



Sector	Roadway	Begin Point		End Point		Mileage (Approx.)	Service Plaza
1	HEFT	Exit 1	S. Dixie Highway US 1	Exit 43	SW 40 th St	43	Snapper Creek MP 19 <i>(No Tow Lot)</i>
2a	Sawgrass Expwy.	MP 0	I-75 / I-595	MP 22.5	Turnpike Mainline	23	<i>No Service Plaza</i>
2b	SPUR	Exit 0X	Golden Glades	Exit 4X	Mainline	4	Pompano MP 65
	Mainline / Heft	Exit 43	Red Road	Exit 75	Glades Road	32	
3a	Mainline	Exit 75	Glades Road	Exit 116	Indiantown Road	41	Palm Beach MP 93
3b	Mainline	Exit 116	Indiantown Road	Exit 152	SR 70 Fort Pierce	36	Port St. Lucie / Ft. Pierce MP 144
4	Mainline	Exit 152	SR 70 Fort Pierce	Exit 193	SR 60 Yeehaw Junction	41	Ft. Drum MP 184
5	Mainline	Exit 193	SR 60 Yeehaw Junction	MP 229	Canoe Creek Plaza	36	Canoe Creek MP 229
6a	Mainline	MP 229	Canoe Creek Plaza	Exit 267	SR 50 Toll 429	38	Turkey Lake MP 263
	Beachline	MP 0		MP 8		8	n/a
6b	Mainline	Exit 267	SR 50 Toll 429	Exit 309	I-75 Wildwood	42	Okahumpka MP 299
7a	Toll 589.	MP 2.2	Independence Parkway	Exit 19	SR 54	17	<i>No Service Plaza</i>
	Toll 568	MP 0	Toll 589	MP 3	N Dale Mabry H	3	<i>No Service Plaza</i>
7b	Toll 589	Exit 19	SR 54	Exit 55	US 98	36	<i>No Service Plaza</i>

Table 1 - Towing Sectors

Each contractor will be typically be assigned to their normally-assigned sector or half sector. However, the Turnpike and the FHP may jointly determine that units from any of the participating companies be re-deployed to any areas along the Turnpike system corridor as needed. Within each sector or half sector the tow units will cover a specific beat or assignment. These assignments and the turn-around points will be determined through additional discussion and plan development. The plan component may at any time be modified as needed to adapt to changing weather or traffic conditions.



Units and equipment:

All trucks and hydraulic wrecker units will be in good mechanical condition and be fully equipped per FHP requirements. All trucks must meet FHP requirements for licensing and insurance.

Types of trucks used to patrol the sectors:

The units provided for roving patrol functions may be any of the following:

- Class A (light-duty tow truck)
- Class B (medium-duty tow truck)
- Rollback (flatbed car carrier) equipped with a rear tow unit
- Motorist service patrol (full size pick-up truck)

Light/medium-duty wreckers or rollback carriers:

Light/medium-duty wreckers or carriers can be used for roving patrol, motorist assists, quick clearance of any traffic obstruction, and relocation of vehicles and occupants to a safe location. (See 'duties' listed previously)

It is desirable for these units to be fully capable of immediately pushing disabled vehicles out the traffic stream; and it is therefore recommended, but not required, that they be equipped with push bumpers or push bars.

In addition to the FHP required equipment light/medium-duty wreckers will also carry:

- Four 5-gallon fuel containers filled with gasoline (20 gal. total)
- 5 gallons of water
- Floor jack
- 2 each 4-way lug wrenches (metric, SAE) or equivalent air wrench
- Six 36" reflectorized traffic cones

Service Patrol pick-up trucks:

Full sized pick-up trucks can be used to supplement the wreckers on roving patrol if they are properly equipped and capable of pushing, pulling or dragging wrecked or unoccupied vehicles out of the traffic stream.

Service patrol pick-up trucks **MUST** be equipped with a push bumper or push bars and have a nylon tow strap, chain for hook-up and a heavy duty trailer hitch. Not more than half of the patrol units can be pick-ups (maximum of five (5) per full sector and two (2) per half sector).

In addition the following is required:

- A 100 gallon fuel (minimum) storage tank with pump and hose
- 5 gallons of water
- Floor jack
- Jumper cables – 12 volt portable jump start pack or heavy-duty 20' jumper cables
- 2 each 4-way lug wrenches (metric, SAE)



- 80 lbs. oil dry
- Street broom
- Six 36" reflectorized traffic cones
- Roof mounted emergency light bar w/amber lights

Heavy-duty wreckers:

Class C (25 ton) heavy-duty wreckers will be pre-positioned at strategic locations. These heavy-duty tow trucks will have full FHP required equipment and tools. In addition to required equipment, the heavy-duty wrecker will also carry:

- Four 5-gallon fuel containers filled with diesel fuel (20 gal.)
- 5 gallons of water
- Six 36" reflectorized traffic cones

The number and placement of heavy-duty wreckers will be determined by the Turnpike staff in coordination with FHP. Staging locations may include crossover points, Service Plazas, Toll Plazas, construction zones or high crash locations.

Operator certification:

Each operator shall be fully trained and certified to operate the class of wrecker being operated, and shall have in their possession a driver's license valid for the truck being driven.

The wrecker company is solely responsible for validating training, certification and licensing of the wrecker operators.

Communication methods:

All wreckers and patrol units shall have a primary and backup means of communication between the wrecker sector coordinator and the operator. Should all means of communication be lost, units will continue to patrol the assigned sector and work with verbal instructions from the sector coordinator at the turnaround point.

Each sector coordinator will be in direct contact with the TEOC. (Additional communication methods and deployment of devices for the sector coordinator will be determined by FTE.)

Operations:

- Each sector will have a refueling program to supply sufficient fuel to keep all patrolling units in that sector operating. The refueling point will be at a predetermined location on the Turnpike system. The refueling station will be manned by a **fuel attendant** during the hours the wreckers or patrol units are in use. Fuel for the trucks is included in the per unit hourly cost.
- Each sector will also have a **coordinator** to manage the wrecker and patrol units in the sector. The coordinator will also be available to assist with transporting passengers from disabled vehicles in the sector. The coordinator will remain in constant communication with the Turnpike TEOC, their company dispatch and each assigned wrecker or patrol unit.



- The coordinator's vehicle will be an appropriately marked / identified vehicle such as a van, SUV, or 5-passenger pick-up to assist with transporting stranded motorists from disabled vehicles the patrol units or wreckers cannot re-start. The coordinator's vehicle will be staged at a designated turn around point. The coordinator's vehicle will be appropriately equipped to support the tow efforts. It is strongly suggested that spare tires for the patrol units be carried by the coordinator. (See bonus reduction for down time)
- The coordinator is responsible for direction and oversight as well as training and briefing all operators in the sector about the plan component and the operating guidelines, including the optional Stranded Motorists Transportation plan component.*
- The coordinator (or if unavailable, the fuel attendant) will record the beginning and ending mileage of each wrecker at the start and end of each shift. The **coordinator or fuel attendant will log** the time as each wrecker completes a circuit of the sector. The coordinator or fuel attendant will also record wreckers from the adjacent sector as they turn around to make another pass.
- When contacted by the Turnpike, the contractor is required to have the agreed number of wreckers and service patrol units at the pre-determined staging area within 4 (four) hours of notification.
- The initial minimum mobilization is a 12-hour shift. The Turnpike will advise the number of units needed for each sector for subsequent shifts.
- Operators will be relieved after working a maximum of a 12-hour shift. Operators will be given a minimum of 8 hours rest before being re-assigned. Shifts may be modified as required by state or federal regulation.

Emergency fuel

An expedited procedure will be developed to refill emergency fuel cans at special fueling locations as well as at the Turnpike Service Plazas or as directed by the TEOC. Fuel needed to refill the emergency fuel cans will be paid for by the Turnpike. All emergency fuel dispensed to motorists shall be recorded (vehicle license number, location, and estimated number of gallons). For security reasons, gas cans on wreckers shall be kept covered by a tarp or other means to obscure them from view.

Emergency fuel distribution may be suspended by the TEOC or FHP as weather and traffic conditions deteriorate.

Other provisions, terms and conditions:

- Each vendor shall prepare and submit a **service and maintenance plan** to show how units supplied under this program will be kept in continuous service with a minimum of down time. The plan shall include, but is not limited to, availability of spare tires, fuel, and other service items.



- Mobilization is based on ten (10) trucks for patrol of each full Sector 1, 4 and 5, one (1) or (2) heavy duty wreckers as designated, and a coordinator and a fuel attendant for each sector.
- Half sectors (2a, 2b, 3a, 3b, 6a, 6b, 7a, 7b) supply five (5) trucks for patrol, one (1) heavy duty wrecker, and a coordinator and a fuel attendants and are allocated one-half (1/2) the mobilization fee and performance bonuses for each divided sector portion.
- If another named storm prompts an additional or subsequent implementation of this plan component, the wrecker contractor would qualify for a separate pre-determined mobilization payment.

Acronyms

FHP	Florida Highway Patrol
FTE	Florida's Turnpike Enterprise
HEFT	Homestead Extension of Florida's Turnpike
TEOC	Florida's Turnpike Enterprise Emergency Operations Center
TMC	Florida's Turnpike Enterprise Traffic Management Center



Pay Items:

A per unit hourly sum (12-hour minimum) will be paid for each type of truck, with operator, and including all specified equipment and all associated operating costs, for the number of hours of activation.

Light / Medium-Duty Wreckers and Patrol Units

Three hourly rates will be used. Rates for units without push bumper and for service patrol trucks will be calculated based on the rates for "1a. Class A or B wrecker or rollback fully equipped, with push bumper."

1a. Class A or B wrecker or rollback,
fully equipped, with push bumper, each \$_____ / hour

1b. Class A or B wrecker or rollback,
fully equipped, no push bumper, each
(Calculation: Rate for 1a. less \$20/hr.)
\$_____ / hour

1c. Full size pick-up service patrol truck, each
(Calculation: 50% x 1a)
\$_____ / hour

Heavy-Duty Wrecker

4. Class C (minimum 25 ton) wrecker, each \$_____ / hour

Support Units

5. Coordinator, fuel attendant, associated vehicles,
supplies and equipment, per sector or half sector \$_____ / hour



In addition, mobilization and performance bonuses will be paid as follows:

- A. A lump sum **Mobilization** will be paid to each participating company to cover equipment preparation; initial filling of the emergency fuel containers; the complete deployment of the refueling station, including the attendant; the deployment of the sector coordinator; and deployment to the designated staging area(s) of the requested number of trucks and operators.

\$ 4,000.00 Lump Sum (full sector)
\$ 2,000.00 Lump Sum (half sector)

- B. An **Initial Performance Bonus** will be paid to each vendor supplying, on time, a full complement of vehicles, equipment, and personnel for the first 12-hour shift. The initial performance bonus will be paid a maximum of one time per zone per activation.

\$ 2,000.00 Lump Sum (full sector)
\$ 1,000.00 Lump Sum (half sector)

- C. An **Additional Performance Bonus** will be paid to each vendor supplying, on time, a full complement of vehicles, equipment, and personnel for each subsequent 12-hour shift after the initial 12-hour shift. The additional performance bonus will be paid one time per zone per 12-hour shift (or fraction thereof should the final shift be less than 12 hours) for the duration of the activation.

\$ 1,000.00 Lump Sum (full sector)
\$ 500.00 Lump Sum (half sector)

The vendor shall indicate:

- The patrol sector or sectors that can be covered

Sector #s:

1 2a 2b 3a 3b 4 5 6a 6b 7a 7b

- The number of light/medium-duty tow or roll-back units that can be supplied _____
- The number of (non-tow) service patrol trucks that could be provided (maximum of 5 per full sector, 2 per half sector) _____
- The number of heavy-duty wreckers that could be supplied per sector _____
- That relief operators are available for each truck on patrol duty to maintain 24 hour coverage (work shifts not to exceed 12 hours) YES NO

FLORIDA DEPARTMENT OF TRANSPORTATION



APPENDIX "F"

SELECTION PROCESS

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05



Specialty Towing and Roadside Repair Services Program

Selection Process

Appendix “F”

STARR Tow Program applications will be reviewed and assessed according to the following criteria:

Item	Description	Maximum Value
Scored by Technical Review Team:		
Proposed Operations Plan	Proposed quantity, assignment and availability of equipment and operators; proposed managing staff; understanding of the agreement; demonstrated understanding of quick clearance concepts; qualifications; previous performance on similar projects.	40 Points
Training and Equipment	Training and certification of assigned staff; fleet size, condition, and appropriateness for the project.	30 Points
Facilities	Condition and adequacy of facilities.	10 Points
Calculated scores:		
Response Time	Proposed response time for Class A tows. Calculation: $\frac{\text{Shortest response time} \times \text{Maximum points}}{\text{Response time being evaluated.}}$	10 Points
Permit Fee	Proposed permit fee for each sector applied for. Calculation: $\frac{\text{Fee being evaluated} \times \text{Maximum points}}{\text{Highest fee}}$	4 Points
Hurricane Rates ¹	Proposed hourly rate for Wrecker Support of the Hurricane Evacuation Plan. Calculation: $\frac{\text{Lowest hourly rate} \times \text{Maximum points}}{\text{Hourly rate being evaluated}}$	3 Points
Facility Distance from Sector	Driving distance from the Vendor storage facility to the closest Turnpike interchange in the Sector applied for. Calculation: $\frac{\text{Shortest distance} \times \text{Maximum points}}{\text{Distance being evaluated}}$	3 Points

¹ Determination of comparison hourly rates for Hurricane Rates:

- Half Sectors 2a, 2b, 3a, 3b, 6a, 6b, 7a, 7b
 - Class A or B wrecker or rollback, fully equipped, with push bumper x 5, plus
 - Class C (minimum 25 ton) wrecker x 1, plus
 - Coordinator, fuel attendant, associated vehicles, supplies and equipment, x 1
- Full Sectors 1, 4 and 5
 - Class A or B wrecker or rollback, fully equipped, with push bumper x 10, plus
 - Class C (minimum 25 ton) wrecker x 1, plus
 - Coordinator, fuel attendant, associated vehicles, supplies and equipment, x 1

Maximum score is 100 points.

The prospective Tow Vendor's application shall address each of the above items.

The prospective Tow Vendor shall address the above items, items listed in Exhibit A, Section 2.2 Application Process, and other pertinent items described within the document.

Selection of a Tow Vendor will be based on the technical review team ranking and calculated scores of each application for each sector.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



APPENDIX "G"

TOW VENDOR APPLICATION FORM

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05



FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

Date of Application: _____

Sector(s) applying for:

Sector Number(s)	Roadway	From / To

Tow Vendor Name: _____

Business Address: _____

Contact Information			
Bus. Phone	Fax Phone	24-Hour Dispatch Phone	E-mail Address

Please check the appropriate box:

- Sole Proprietorship
 Partnership
 Joint Venture
 Corporation

State of Florida Registration Number _____

Years Tow Vendor has been in business: _____ Years

Names of ultimate equitable Owner(s) and Officers:

	Years experience in towing: _____
	Years experience in towing: _____
	Years experience in towing: _____
	Years experience in towing: _____

Date the Tow Vendor began operating under this name: _____

List Tow Vendor Locations (City/County) _____



FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

Complete this page for each garage or tow facility to be utilized.

Address: _____

City: _____ Zip _____

Phone _____ Fax _____

Does the applicant own or lease the buildings and/or adjoining land at this site?

Please explain: _____

If leased, provide the owners name and address and term of the lease:

Owners name: _____ Term of lease: _____

Address: _____

City: _____ State _____ Zip _____

Phone _____ Fax _____

Indicate date lease(s) expire. Is there an option to renew? _____

How long has the garage or tow yard been operating at this location? _____

Sq. feet of garage _____

List hours of operation for the: _____

Garage _____ Tow facility office _____

Name of business if the garage is used as a vehicle repair business _____

Number of mechanics _____

Sq. feet of secure storage yard _____ Is it fenced? _____

Describe the types of additional security arrangements or elements utilized: _____

Indicate the closest point and entrance to the Florida's Turnpike system and route from the garage:



FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

Subcontractor Name: _____

Business Address: _____

Contact Information			
Bus. Phone	Fax Phone	24-Hour Phone	E-mail Address

Equipment description _____

Equipment location _____

Subcontractor Name: _____

Business Address: _____

Contact Information			
Bus. Phone	Fax Phone	24-Hour Phone	E-mail Address

Equipment description _____

Equipment location _____



FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

For each service vehicle proposed, list the following detailed information:

1. Class and type
2. Chassis year, make and model
3. VIN
4. GVWR, wheelbase, number of axles
5. Wrecker manufacturer and model
6. Winch capacity
7. Under reach / under lift capacity
8. Indicate if vehicle is equipped with a push bumper

Photos are desirable but not required.

The Tow Vendor should also include proposed specifications for any additional vehicles needed to meet the Program requirements.

For each Tow Operator, provide the following information:

1. Full name
2. CDL Type and license number
3. State of issue
4. Date of birth
5. Date of hire
6. Detailed description (including dates) of towing experience, formal training, and certification level.
7. Indicate if the employee is in training



FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

The following section of the application pertains *only* to the Wrecker Support Component of the Hurricane Evacuation Plan

The Tow Vendor shall propose hourly rates for Hurricane Evacuation Plans Wrecker Support:

Pay Items:

A **per unit hourly sum** (12-hour minimum) will be paid for each type of truck, with operator, and including all specified equipment and all associated operating costs, for the number of hours of activation.

Light / Medium-Duty Wreckers and Patrol Units

Three hourly rates will be used:

1a. Class A or B wrecker or rollback, fully equipped, with push bumper, each	Rate as submitted in Exhibit C, Quantity and Price Proposal
1b. Class A or B wrecker or rollback, fully equipped, no push bumper, each	Rate for 1a less \$20
1c. Full size pick-up service patrol truck, each	50% of rate for 1a

Heavy-Duty Wrecker

2. Class C (minimum 25 ton) wrecker, each	Rate as submitted in Exhibit C, Quantity and Price Proposal
---	---

Support Units

3. Coordinator, fuel attendant, associated vehicles, supplies and equipment, per sector or half sector	Rate as submitted in Exhibit C, Quantity and Price Proposal
--	---

In addition, mobilization and performance bonuses will be paid as follows:

- A. A lump sum **Mobilization** will be paid per sector to each participating Vendor to cover equipment preparation; initial filling of the emergency fuel containers; the complete deployment of the refueling station, including the attendant; the deployment of the sector coordinator; and deployment to the designated staging area(s) of the requested number of trucks and operators.

<u>Sectors</u>	<u>Amount</u>
2a, 2b, 3a, 3b, 6a, 6b, 7a, 7b	\$ <u>2,000.00</u> Lump Sum
1, 4, 5	\$ <u>4,000.00</u> Lump Sum



FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

B. An **Initial Performance Bonus** will be paid to each vendor supplying, on time, a full complement of vehicles, equipment, and personnel for the first 12-hour shift. The initial performance bonus will be paid a maximum of one time per sector per activation.

<u>Sectors</u>	<u>Amount</u>
2a, 2b, 3a, 3b, 6a, 6b, 7a, 7b	\$ <u>2,000.00</u> Lump Sum
1, 4, 5	\$ <u>1,000.00</u> Lump Sum

C. An **Additional Performance Bonus** will be paid to each vendor supplying, on time, a full complement of vehicles, equipment, and personnel for each subsequent 12-hour shift after the initial 12-hour shift. The additional performance bonus will be paid one time per sector per 12-hour shift (or fraction thereof should the final shift be less than 12 hours) for the duration of the activation.

<u>Sectors</u>	<u>Amount</u>
2a, 2b, 3a, 3b, 6a, 6b	\$ <u>500.00</u> Lump Sum
1, 4, 5	\$ <u>1,000.00</u> Lump Sum

The Tow Vendor shall indicate:

- The patrol sector or sectors that can be covered

Sector 1 2a 2b 3a 3b 4 5 6a 6b 7a 7b

- The total number of light/medium-duty tow or roll-back units that could be supplied _____
- The total number of (non-tow) service patrol trucks that could be provided (maximum of 5 per sector) _____
- The total number of heavy-duty wreckers that could be supplied _____
- That relief operators are available for each truck on patrol duty to maintain 24 hour coverage (work shifts not to exceed 12 hours) YES NO

End of section pertaining *only* to the Wrecker Support Component of the Hurricane Evacuation Plan



FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

The Tow Vendor shall provide an Operations Plan narrative explaining the Tow Vendor's approach to and understanding of the Specialty Towing and Roadside Repair Services Program. The plan should outline the Tow Vendor's approach to meeting the program requirements, proposed quantity, assignment and availability of equipment and operators, proposed managing staff; understanding of the agreement; demonstrated understanding of quick clearance concepts; qualifications; and previous performance on similar projects

The narrative should include sufficient description of the Vendor requirements described in Exhibit A Section 3, to include any additional background and experience, fleet size, the equipment inventory, storage facility features, and any other pertinent details that may not have been covered elsewhere in the Application.

The narrative should also include a description of the Tow Vendor's proposed program management, including response and service reliability, cost containment and communication with FTE program managers.

The proposing Tow Vendor should also describe how quality personnel will be obtained, trained and certified, as well as the type of quality processes that will be incorporated into the everyday operations to ensure efficient and courteous service.

The proposing Tow Vendor shall provide a transition plan documenting the strategy that will be implemented to provide continuous service to customers through the transition from the current towing and repair service.

The narrative shall also include a service and maintenance plan to show how units supplied under the Wrecker Support Component of the Hurricane Evacuation Plan will be kept in continuous service with a minimum of down time. The plan shall include, but is not limited to, availability of spare tires, fuel, and other service items.

The operations plan, training and equipment, and facilities are all qualifying factors for determining inclusion in the Program.

The following items are to be included ONLY in Exhibit C, Quantity and Price Proposal:

- **Response time**
- **Storage yard distance from the Sector(s) applied for**
- **Annual permit fee**
- **Hurricane rates**

DO NOT include these items in the Operations Plan narrative.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



APPENDIX "H"

ROADSIDE SERVICE ORDER

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

Specialty Towing and Roadside Repair Services Program
Roadside Service Order: Light Duty Class-A

Formatted: Width: 8.5", Height: 11"

SERVICE DATE:		CASE #:			
DISPATCH TIME	ARRIVAL TIME	DEPART TIME	COMPLETE TIME	REQUEST BY	
VEHICLE OWNER'S NAME (FIRST, MI., LAST)			CONTACT PHONE #		
STREET ADDRESS					
CITY		STATE	ZIP CODE		
DRIVER'S NAME IF DIFFERENT FROM OWNER (FIRST, MI., LAST) AND ADDRESS					
VEHICLE YEAR	MAKE / MODEL	COLOR	KEYS W/ VEHICLE?	HOLD ON VEHICLE?	
			YES NO	YES	NO
LICENSE PLATE # / STATE		VIN #			
CUSTOMER REFUSE SERVICES OR MOA? (CIRCLE ONE) YES NO					
SIGNATURE (IF REFUSING SERVICE/MOA) x _____					

VEHICLE LOCATION (MILE POST)
TOWED TO (ADDRESS / YARD)
MILES ON TURNPIKE / MILES OFF /

TOW COMPANY
TOW OPERATOR ID AND NAME
TRUCK ID
HOOKUP/ ENDING MILEAGE /
VEHICLE RELEASE Accepted by: _____
X: _____ Date: _____

NOTES:

Service (no hook up) (includes first 30 minutes Tire change, Jump Start, winching, etc.)	\$	
Fuel Cost (\$ ____/gal.)	\$	
Additional time on-scene \$ ____ X ____ 1/4 hr. (after first 30 minutes)	\$	
Standard Tow (includes first 30 minutes)	\$	
Mileage: \$ ____ X ____ miles	\$	
Winching (flat rate)	\$	
Other or additional service \$ ____ X ____ 1/4 hr.	\$	
Police Requested Tow (includes first 30 minutes)	\$	
Mileage: \$ ____ X ____ miles	\$	
Recovery (flat rate)	\$	
Other or additional service \$ ____ X ____ 1/4 hr.	\$	
Professional Dive Team: \$ ____ X ____ hrs.	\$	
Storage: \$ ____ X ____ days	\$	
Administration Fee	\$	
Additional labor, per person \$ ____ per hour	\$	
Motor Club (contractual)	\$	
TOTAL INVOICE	\$	

Method of Payment:
Cash Credit/Debit Check

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



APPENDIX "I"

SAMPLE INVOICE

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



APPENDIX "J"

SERVICE PERFORMANCE COMMENT CARD

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05



FLORIDA'S TURNPIKE

Specialty Towing and Roadside Repair, RISC and Safety Patrol Programs

Service Performance Comment Form

Today's Date: _____

Submitted by: _____

<p>Check one:</p> <p><input type="checkbox"/> Tow vendor</p> <p><input type="checkbox"/> Safety Patrol</p>
--

Comment is(check one):

- Praise** for Exceptional Performance
- Complaint** of Sub-standard Performance
- Other**

Company Name or "Safety Patrol": _____

Driver Name (Optional): _____

Incident Data (if available)

Date of Incident _____ Roadside Service Case Number _____

Incident location (roadway, direction, milepost, Zone or Sector Number, etc.): _____

Description of incident: _____

Check one or more:

- | | | |
|--|---|--|
| <input type="checkbox"/> Response Time | <input type="checkbox"/> Delayed Response | <input type="checkbox"/> Communication |
| <input type="checkbox"/> Safety Practices | <input type="checkbox"/> Service Vehicle | <input type="checkbox"/> Courtesy |
| <input type="checkbox"/> Lane Opening | <input type="checkbox"/> Tools and Equipment | <input type="checkbox"/> Helpfulness |
| <input type="checkbox"/> Quick Clearance | <input type="checkbox"/> Knowledge and Skill | <input type="checkbox"/> Cooperation |
| <input type="checkbox"/> Driving Practices | <input type="checkbox"/> Personal Performance | <input type="checkbox"/> Professionalism |
| <input type="checkbox"/> Other | | |

Describe praise or complaint: _____

Please return completed form to Jim Hilbert at
Jim.hilbert@dot.state.fl.us or Fax to (407) 822-4902

FLORIDA DEPARTMENT OF TRANSPORTATION



APPENDIX "K"

STARR INFORMATIONAL BROCHURE

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

Specialty Towing and Roadside Repair Services Program

STARR Informational Brochure

Appendix "K"

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 32
OCFEE, FL

POSTAGE WILL BE PAID BY ADDRESSEE

FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA'S TURNPIKE - TRAFFIC OPERATIONS
P.O. Box 013009
OCFEE FL 34761-9909

IF YOU NEED ASSISTANCE ON

- Call *FHP (*347) to connect with the Florida Highway Patrol for dispatch of Safety Patrol, if available, or STARR Tow Operators.
- You may make your own arrangements for service, unless you are involved in a crash or other police-involved action.

**TRAFFIC INFORMATION
ALL THE TIME**

For detailed traffic information, including traffic incidents and construction, traffic cameras, message boards, and estimated travel times for roadways across the state of Florida, please visit FL511.com or dial 511 before you go.

SAFETY TIPS
for Motorists Broken Down on Roadways

If you are stranded on the roadside, take extra precautions to make sure you stay safe and to help ensure the safety of other motorists:

- **MOVE** your car out of the travel lane. Pull off to the right side of the road, onto the shoulder to a safe location to minimize the danger of getting struck by oncoming traffic.
- **TURN** on your hazard lights; call *FHP (*347) for assistance.
- **WAIT** for help as far away as possible from your car and traffic if you need to exit it. If there is guardrail or other barrier, stand behind it.

In the State of Florida,
if you are in a minor accident where there are no injuries and your vehicle is obstructing traffic.

**MOVE IT
YES YOU CAN!
It's the Law!**

STARR
SPECIALTY TOWING AND ROADSIDE REPAIR
Services Program

What is the STARR program?

Florida's Turnpike Enterprise's Specialty Towing and Roadside Repair Services Program (STARR) assists in meeting the goal of providing safe and quick clearance by contracting with area tow companies to respond to Florida Highway Patrol (FHP) calls for incidents or motorist services. The STARR program provides fee-based light and medium duty towing and minor vehicle repairs on Florida's Turnpike, Homestead Extension, Sawgrass Expressway, Veterans Expressway, Suncoast Parkway and the Turnpike-maintained section of the Beachline Expressway. Contracted response times for light duty wreckers vary from 20 - 30 minutes in urban areas to 45 minutes in rural areas.

- Contracted tow companies are authorized to provide service with maximum fees set by the Turnpike.
- STARR Operators are certified by the Towing and Recovery Association of America and are trained to work safely under high-speed traffic conditions.
- STARR service vehicles and facilities are inspected to meet STARR specifications. Authorized STARR service vehicles can be identified by the Florida's Turnpike decal.

Is it free?

STARR is NOT free. Charges apply for all STARR services:

- 24/7 Service via FHP dispatched response (call *FHP)
- The STARR operator will provide a fee sheet prior to providing service.
- Minor services include:
 - o Tire changes
 - o Emergency gas
 - o Jump starts
 - o Simple lockouts
- Local or long distance tow services are available

Safety Patrol

- Florida's Turnpike Safety Patrol/Road Rangers provide free services. However, patrol hours are limited and other incidents may take priority. There may be a significant wait time for the Safety Patrol/Road Ranger to arrive.
- STARR is not part of the Florida Department of Transportation's free Road Ranger program.

Payment Information

Payment for services both at the scene and at the storage facility office may be made by cash, credit cards (Visa, MasterCard) or traveler's checks. The tow vendor requires additional verification/documentation for payment by credit card over the telephone.

- The STARR tow and service rates and fees are approved and monitored by Florida's Turnpike.
- Typical tow yard business hours are: Monday - Friday, 7 a.m. to 7 p.m., Saturday, 8 a.m. to 1 p.m. Closed on Sundays and holidays.
- After-hours requests for vehicle release subject to a maximum \$50 fee; Mileage fee begins from start point of tow hook up

for more information and rates:
www.floridasturnpike.com
 Select 'Traveler Information'
 Then select 'Motorist Assistance Guide'

Your Comments are important to us. Please take a few minutes and rate the following questions on a scale of 1 to 5

1	2	3	4	5
Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied

- How would you rate the overall STARR experience? 1 2 3 4 5
- Quickness of the service truck getting to you? 1 2 3 4 5
- Operator courtesy? 1 2 3 4 5
- Amount of time to repair your vehicle or tow from scene? 1 2 3 4 5
- Ability of the STARR operator to assess your problem? 1 2 3 4 5
- Tow office staff courtesy? 1 2 3 4 5 N/A
- Amount charged? 1 2 3 4 5 N/A

Date/Time: _____
 Location: _____
 Additional Comments: _____

(Please detach card and mail. No postage needed)

Program questions and concerns can be sent to Florida's Turnpike at: JIM.HILBERT@DOT.STATE.FL.US

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



ATTACHMENTS

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

ATTACHMENT "A"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20__

Contract No.: _____

Financial Project No(s): _____

Contract For:

To release payment for all work performed in the Month of, _____ 20__

(State)

(Zip)

As prime contractor for the above referenced contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

(Name of Business)

(Signature) Owner, President, Vice President or Designated Officer (Corp. Resolution*)

(Address)

(Print/Type Name)

(City)

(Title)

*If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "B"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____ FPIN.: _____

Project Description _____

Contractor _____

Contract For:

Contract Date _____ **Total Amount \$** _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named contract and all amendments and supplements thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution) _____ (Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20____

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print / Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

* If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



EXHIBIT "B"

METHOD OF COMPENSATION

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

Method of Compensation

Exhibit “B”

1.0 General:

The Vendor shall furnish all labor, equipment, material, and incidentals necessary to provide Specialty Towing and Roadside Repair Services without charge or expense to Florida’s Turnpike Enterprise (FTE), including all fees associated with tolls, dumping, fuel, permits, and all documentation required in this Contract. All work specified herein, or implied in any way in the specifications, shall be done whether or not the work is specifically defined. Unless otherwise specified, there shall be no additional charges or expense to Florida’s Turnpike Enterprise except as specified in Exhibit “A,” Scope of Services or Exhibit “B,” Method of Compensation.

2.0 Method of Measurement:

All measurement of payment will be based on the actual amount of work completed, in strict accordance with the specifications and approved by the Department’s Contract Manager. Work completed under this Contract shall be measured according to the methods outlined in the basis of payment (see Section 3.1, Basis of Payment, immediately below) and shall be paid at the Contract unit price for such activity.

The Vendor may receive payment from FTE for documented and approved instances of FTE customer “gone on arrival” (GOA) and/or “made own arrangements” (MOA); service or towing to FHP/FTE vehicles, relocation of vehicles from travel lane (no customer), and debris pickup.

The Vendor agrees to provide FTE with invoices in a FTE approved format. A sample invoice template is provided in Appendix “I” to facilitate processing and payment. Completed invoices shall be submitted monthly to FTE. It will be the Vendor’s responsibility to submit signed invoices to FTE for payment.

3.0 Fees and Compensation:

3.1 BASIS OF PAYMENT

- a. The maximum wrecker and roadside assistance rates to be charged customers shall be as provided in Appendix “D,” Maximum Rates and Fees. FTE will review the rates annually and at its discretion may adjust the approved wrecker and roadside service rates.
- b. Rates and fees for light duty towing and roadside services shall be printed on the back of the invoice as easy reference for Turnpike customers. These rates shall be shown to customers prior to providing service. (See Exhibit “A,” Scope of Services, Section 4.4.2)
- c. The Vendor shall compute charges for a single complete transaction using the allowable rates and guidelines set forth.

3.2 BILLING VEHICLE OWNERS

- a. The Vendor agrees to seek compensation for actual roadside services, towing and storage services performed pursuant to this agreement solely from the owner of the vehicle or their insurance provider. The Vendor agrees that no claim for compensation will be made against FTE or the Florida Highway Patrol or its employees or agents for any roadside services, towing or storage services except as noted in Section 3.1, Section 3.2, and Exhibit "A," Scope of Services, Section 4.4.3.

3.3 ACCEPTANCE OF CREDIT CARDS

- a. The Tow Operator shall be equipped to take payment both in the storage facility office and at the scene for services in the form of cash, credit cards (Visa, MasterCard) or travelers' checks. The Tow Operator shall not charge customers for the use of credit cards or travelers checks.

4.0 COMPENSATION BY FTE:

4.1 No Chargeable Service Provided

If the Vendor is requested by FHP Dispatch to provide customer assistance which results in the Tow Operator arriving on scene and not providing any chargeable service to the customer as described in Exhibit "A," Scope of Services, Section 4.4.3, the Vendor can apply for reimbursement by FTE for the response. Such calls will be verified by FTE before payment. FHP Dispatch must have been advised by the Tow Operator upon arrival at the scene to verify the call.

The Vendor will be reimbursed by FTE at the rates provided in Appendix D, Maximum Rates and Fees, Miscellaneous Fees.

The Vendor's invoice must include the Roadside Service Case Number, vehicle description and license plate or Vehicle Identification number (except for vehicle GOAs), and sufficient proof of claim and verification by FTE to substantiate payment by FTE.

Invoices for FTE reimbursement are to be submitted to the FTE on a bi-monthly basis. FTE will not reimburse the Vendor for any work paid for by other agencies, companies, or associations.

FTE will not reimburse the Vendor for occurrences under the following circumstances:

- o No Roadside Service Case Number issued or FTE verification of service provided.
- o Missing or incorrect Roadside Service Case Number on invoice.
- o Missing dispatch time, arrival time, or incident cleared time
- o Roadside Service Order indicates customer was billed or has paid for service.
- o No reason documented on Roadside Service Order (GOA, MOA, etc. not indicated).
- o Duplicate service order - more than one Roadside Service Order for the same call.

4.2 FTE Vehicle Service

Vendor charges for FTE Turnpike vehicles and FHP Troop K vehicles requiring roadside or tow services shall be in accordance with the rate shown in Appendix D, Maximum Rates and Fees, Miscellaneous Fees.

4.3 Permit Fees

The prospective Vendor shall indicate in their application their proposed annual permit fee for each sector desired. The amount of the proposed permit fee is a qualifying factor in the selection process. Minimum permit fees are as follows:

Table 2 - Minimum Fees

Sector	Minimum Fee
5	\$4,500

The annual permit fees shall be remitted in equal quarterly payments. The first payment is due at the time of acceptance of the agreement, and subsequent payments are due on a quarterly basis. Should remittance of the permit fees be more than fifteen (15) working days late, the Vendor is subject to suspension or cancellation at FTE's option.

4.0 DETAILS OF COSTS AND FEES:

Details of the Contractor's billing rates for the performance of the services are contained in Exhibit "C," Quantity and Price Proposal, attached hereto and made a part hereof.

5.0 TANGIBLE PERSONAL PROPERTY:

This Contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



EXHIBIT "C"

QUANTITY AND PRICE PROPOSAL

RFP-DOT-15/16-8002R-WS

**SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES
SECTOR 5 (MILEPOST 193 TO MILEPOST 229)**

FLORIDA'S TURNPIKE ENTERPRISE

FPI No. 426894-1-72-05

Exhibit "C"

Quantity and Price Proposal

Specialty Towing and Roadside Repair (STARR)

Sector applying for:¹

Sector #	Roadway	From / To
5	Turnpike Mainline	Milepost 193 to Milepost 229

Item #	Item	Unit	Quantity	Unit Price	Pay Item Total
1	Response Time ²	Minutes	_____	_____	_____
2	Annual Permit Fee	Lump Sum	1	\$_____.	\$_____.
3 ³	Hurricane Rate – 1a. Class A or B wrecker or rollback, fully equipped, with push bumper	Per Hour	<u>10</u> ⁴	\$_____.	\$_____.
4	Hurricane Rate – 2. Class C (minimum 25 ton) wrecker	Per Hour	1	\$_____.	\$_____.
5	Hurricane Rate – 3. Coordinator, fuel attendant, associated vehicles, supplies and equipment	Per Hour	1	\$_____.	\$_____.
6	Facility driving distance from Sector Turnpike entry point	Miles ⁵	_____	_____	_____

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. However, all vendors should be aware that effective November 1st, 2015 through July 1st, 2016, in accordance with Senate Bill 2502-A, the Transaction Fee will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

Name of Business: _____

¹ Complete an Exhibit "C" form for each sector submitted
² Class A response.
³ Items 3, 4 and 5 are combined (summed) to arrive at the cost per hour for evaluation of proposals.
⁴ Enter quantity **5** for half sectors 2a, 2b, 3a, 3b, 6a, 6b 7a, 7b. Enter quantity **10** for sectors 1, 4 and 5.
⁵ Round to nearest whole mile (minimum 1 mile)

Exhibit "C"

Quantity and Price Proposal

Specialty Towing and Roadside Repair (STARR)

The undersigned has completed and is returning the following documents as part of its Proposal Package and understands that failure to return this document as your Price Proposal may cause rejection of the Proposal Package.

The following Exhibit must be completed and submitted as your Price Proposal package by the stated due date and time (view the Schedule of Events):

___ Price Proposal: Exhibit C, Pages C-1 through C-2

The following forms must be completed and submitted with the Technical Proposal at its due date and time (view the Schedule of Events):

- ___ Appendix "G," Tow Vendor Application. Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. (Include in your technical proposal package.)
- ___ All forms supplied with the advertisement package (Forms 1, 2, 3, 4, 6, and Form 5 if applicable). Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. (Include all forms in your technical proposal package.)

Name of Business: (Print) _____ Federal I.D. No. _____

Mail Address: _____ M.B.E. yes _____ no _____

Street Address: _____

City: _____ County: _____ State: _____ Zip: _____

Phone Number: () _____ - _____ Fax No. () _____ - _____ Email Address: _____

Authorized Signature: _____ Title: _____

Owner, Vice President, President, or Designated Officer (Corporate Resolution)**

Print/Type Name: Mr. _____ Ms. _____ Mrs. _____ Date: _____

**If person signing the form is someone other than the Owner, Vice President, President, or a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.