

**FLORIDA DEPARTMENT OF  
TRANSPORTATION**



**DOT-RFP-20-8005-WS**

**RAPID INCIDENT SCENE CLEARANCE  
FOR  
FLORIDA'S TURNPIKE ENTERPRISE**

**416416-1-72**

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

Sealed Request for Proposal Packages will be received by the State of Florida, Department of Transportation, Florida's Turnpike Enterprise, 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 Wednesday, September 25, 2019**, for the following project:

**RFP NO.: DOT-RFP-20-8005-WS**  
**RAPID INCIDENT SCENE CLEARANCE**  
**FOR**  
**FLORIDA'S TURNPIKE ENTERPRISE**

**SCOPE OF SERVICES:** The Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Department") seeks to retain the services of one or more full service towing and recovery agencies (hereinafter "Contractor") for a nonexclusive privilege to provide Rapid Incident Scene Clearance (RISC) Services for the events, crashes and traffic incidents as identified within the Exhibit "A," Scope of Services. One Vendor will be selected per Segment.

**Vendor's Qualifications**

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.

Vendor and Staff Qualifications/Certifications/Designations and Requirements:

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 shall be committed to the project for its duration unless otherwise approved 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.

The Vendor shall maintain and keep in force throughout the term of the Contract, including any renewals and extensions thereof, all required licensing, insurance, certification(s), and trained and experienced workforce needed to perform the work required under the terms and conditions of this Contract. Failure of the Vendor to strictly comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default in accordance with the terms of Section 6, Termination and Default, of the Standard Written Agreement.

Licenses:

The Vendor shall hold and keep in force during the term of the Contract a valid and current certificate/license, in accordance with the laws of the State of Florida, authorizing the Vendor to perform the specified work herein, and have all required federal, state, and local licenses and permits. All sub-vendors shall be properly certified/licensed, meeting the requirements under the respective trade category for the work to be performed under this Contract.

**Business Location:**

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). The Vendor shall be required to provide the Department verification of a Business Tax Receipt in the county where the business is physically located.

A copy of all required licenses and/or certifications for this Contract shall be submitted with the Vendor's proposal package.

**Experience:**

The principle 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.

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, Vendor shall identify associated results or impacts of the work performed.

**Equipment:**

The prospective Vendor shall provide a complete inventory of owned or leased equipment that will be used to provide the services of the RISC Program. Equipment lists shall include sufficient descriptions to indicate conformance with the requirements herein. 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:**

There shall be clearly defined routes to and from Florida's Turnpike sector access points and the Vendor's yard or garage and the storage facility.

**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.

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 Florida's Turnpike shall be fully trained by a tow industry training company and capable of providing professional towing and recovery services.

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

Each Tow Operator shall:

- Be licensed to drive the assigned service vehicle in accordance with the State of 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.
- Be a legal resident and approved to work in the United States.

The Vendor shall comply with all applicable laws, rules, regulations and ordinances governing the services to be provided under this Contract, including, but not limited to:

- a. FHP Policy# 17.02
- b. Florida Statute 321.051
- c. Rule 15B-9, Florida Administrative Code (FAC)

The Vendor shall be subject to all applicable rules and policies established by FHP governing the services to be provided under this Contract. The Contractor's suspension from the towing rotation list will be grounds for immediate termination of this Contract.

### Training:

All Tow Operators shall be fully trained in proper vehicle positioning and safety procedures for high speed limited access roadways as outlined in Exhibit "A," Scope of Services, Section 9, QUALIFICATIONS, TRAINING AND CERTIFICATION OF CONTRACTOR'S OPERATORS.

Prior to performing any services under this Contract, all Tow Operators shall:

- a. Complete Intermediate Maintenance of Traffic (MOT) training from a certified Department approved training agency. It is recommended that support personnel involved in the recovery effort also complete the Intermediate MOT training from a certified Department-approved training agency. Recovery operators and support personnel shall also complete the FDOT MOT Training Course for Incident Responders, which is available online at: <http://wbt.dot.state.fl.us/ois/MOTTIRCBT/index.htm>
- b. Complete the [National Traffic Incident Management \(NTIM\) Responder 4-hour Training](#).
- c. Receive formal instruction, training, and, if applicable, examination, in each of the following specialized recovery wrecker operator services:
  1. Heavy Duty Wrecker Operations.
  2. Ultra-Heavy Wrecker and Recovery Practices.
  3. Hazardous Materials Awareness.

This training shall be conducted by state and/or industry recognized and approved instructors.

- d. Have knowledge and understanding of the Traffic Incident Management Practices, including:
  1. The Florida "Open Roads" policy.

2. The Florida “Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo).”

All training activities must be documented, and such documentation shall be made available to the Department upon request.

#### Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0211(2)(b), 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

#### 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

**All Bidders, Proposers, and Respondents must be registered in the State of Florida’s MyFloridaMarketPlace system.** All prospective bidders, proposers, and respondents 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.

**NOTE:** 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.

#### **Public Meeting Notices and Meeting Agendas:**

Notice of the public meetings scheduled for this solicitation is provided in the timeline of the attached solicitation, with agendas for the public meetings.

#### **MFMP Transaction Fee:**

All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Condition #14. However, all vendors should be aware, that effective July 1, 2017 through June 30, 2018, in accordance with Senate Bill 2502, the Transaction Fee will be seven-tenths of one percent (0.7%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

#### **Scrutinized Companies Lists**

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract 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 Lists which were created pursuant to s. 215.473, Florida Statutes.

#### **Title VI of the Civil Rights Act of 1964**

**COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **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.

**MANDATORY PRE-PROPOSAL CONFERENCE:** The Department will convene a **MANDATORY PRE-PROPOSAL CONFERENCE** for this Request for Proposal (RFP) on Tuesday, September 10, 2019 at 10:30 a.m. in two (2) locations. The meeting will be in Auditorium A and B, at the Eleanor Register Turnpike Operations Center, Pompano Beach Service Plaza, Milepost 65.0, on Florida’s Turnpike in Broward County, Florida. The telephone number is (954) 975-4855. The meeting will also be held at Florida’s Turnpike Enterprise, Turnpike Headquarters, MP 263, Building 5317, Auditorium B, Ocoee, Florida 34761, (407) 532-3999.

**FAILURE OF A PROPOSER TO ATTEND OR BE REPRESENTED AT THE MANDATORY PRE-PROPOSAL CONFERENCE WILL RESULT IN A NON-RESPONSIVE PROPOSAL. Bring a copy of the full advertisement package to the meeting.**

**HOW TO APPLY:** Prospective bidders may obtain a complete Invitation to Bid (ITB), including specifications and general bid conditions for the above-referenced project by copying the link below into your browser:

[http://www.myflorida.com/apps/vbs/!vbs\\_search\\_r2.matching\\_ads](http://www.myflorida.com/apps/vbs/!vbs_search_r2.matching_ads)

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

**NOTE:** All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:  
[http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu)

**Under "Vendor Bid System" Click on "Search Advertisements"**  
**Click on the Drop menu for "Agency" and Select "Department of Transportation"**  
**Scroll down and Click on "Advertisement Search"**  
**Locate the "RFP" number**

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**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP  
via e-mail to [windy.spatafora@dot.state.fl.us](mailto:windy.spatafora@dot.state.fl.us)**

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RFP Number: DOT-RFP-20-8005-WS

Title: Rapid Incident Scene Clearance (RISC) for Florida's Turnpike Enterprise

Proposal Due Date & Time: September 25, 2019; 2:30 p.m.

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and email this sheet only to Windy Spatafora at the Florida Department of Transportation Procurement Office at [windy.spatafora@dot.state.fl.us](mailto:windy.spatafora@dot.state.fl.us).

**THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE.  
Notice of changes (Addenda), will be posted on the Florida Vendor Bid System (VBS) at:**

[http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu)

**Under "Vendor Bid System" Click on "Search Advertisements"  
Click on the Drop menu for Agency and Select "Department of Transportation"  
Scroll down and Click on "Advertisement Search"  
Locate the "RFP" number.**

**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, [windy.spatafora@dot.state.fl.us](mailto:windy.spatafora@dot.state.fl.us), 407-264-3400)





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FOR  
FLORIDA'S TURNPIKE ENTERPRISE**

**416416-1-72**

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**State of Florida  
Department of Transportation**



**DOT-RFP-20-8005-WS**

**RAPID INCIDENT SCENE CLEARANCE  
FOR  
FLORIDA'S TURNPIKE ENTERPRISE**

**416416-1-72**

**CONTACT FOR QUESTIONS:**

Windy Spatafora, CPPB, FCCN, FCCM  
Commodities and Contractual Services Manager

[windy.spatafora@dot.state.fl.us](mailto:windy.spatafora@dot.state.fl.us)

Fax: (407) 264-3058

Phone: (407) 264-3400

P O Box 613069

Ocoee FL 34761-3069

# 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 Rapid Incident Scene Clearance (RISC), as a non-exclusive privilege, for the events, crashes and traffic incidents described in Exhibit “A,” Scope of Services. One Vendor will be selected per Segment. It is anticipated that the term of the Contract will begin on January 1, 2020 and be effective for one 1) year.

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 [http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu), (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for “Agency” and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," 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 TIME</u>
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<b>MANDATORY PRE-PROPOSAL CONFERENCE*</b>	<b>Tuesday, September 10, 2019</b>	<b>10:30 a.m.</b>
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*Please bring a copy of the full advertisement package to the meeting.*

Pompano Beach Service Plaza  
Milepost 65.0, Florida’s Turnpike  
Broward County, Auditorium A and B  
(954) 975-4855

**OR**

Turkey Lake Service Plaza  
Milepost 263.0, Florida’s Turnpike  
Orange County, Building 5315, Auditorium B  
(407) 532-3999

<b>DEADLINE FOR TECHNICAL QUESTIONS</b> (There is no deadline for administrative questions)	<b>Tuesday, September 17, 2019</b>	<b>5:00 p.m.</b>
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<b>TECHNICAL PROPOSALS DUE</b> Florida’s Turnpike Headquarters Milepost 263.0, Florida’s Turnpike Turkey Lake Service Plaza, Bldg. 5315 (407) 532-3999	<b>On or Before</b> <b>Wednesday, September 25, 2019</b>	<b>2:30 p.m.</b>
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**PUBLIC OPENING\***

Florida's Turnpike Headquarters  
Milepost 263.0, Florida's Turnpike  
Turkey Lake Service Plaza, Bldg. 5315  
(407) 532-3999

**Wednesday, September 25, 2019 2:30 p.m.**

**INTENDED AWARD MEETING\***

Pompano Beach Service Plaza  
Milepost 65.0, Florida's Turnpike  
Broward County, Auditorium B  
(954) 975-4855

**Tuesday, November 19, 2019 1:30 p.m.**

**OR**

Turkey Lake Service Plaza  
Milepost 263.0, Florida's Turnpike  
Orange County, Building 5315, Auditorium B  
(407) 532-3999

**POSTING OF INTENDED AWARD**

**Tuesday, November 19, 2019- 5:00 p.m.**  
**Friday, November 22, 2019 5:00 p.m.**

**\*Denotes Public Meeting**

**3) AGENDA FOR PUBLIC MEETINGS**

**Agenda – Mandatory Pre-Proposal Conference**

Agenda for Mandatory Pre-Proposal Conference for DOT-RFP-20-8005-WS:

Starting Time: see "Timeline" in RFP solicitation

- Opening remarks of approximately two (2) minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of fifteen (15) minutes total for public input related to the RFP solicitation.
- At conclusion of public input or fifteen (15) minutes, whichever occurs first, the RFP Scope of Services and other Exhibits will be reviewed.
- Questions and Answers.
- Adjourn meeting.

**Agenda – Public Opening (Technical Proposals)**

Agenda for Public Opening of Technical Proposals for DOT-RFP-20-8005-WS:

Starting Time: see "Timeline" in RFP solicitation

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

## **Agenda – Intended Award Meeting**

Agenda for the Intended Award meeting for DOT-RFP-20-8005-WS:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approximately two (2) minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of fifteen (15) minutes total for public input related to the RFP solicitation.
- At conclusion of public input or fifteen (15) minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum Technical Score.
- Announce the firms that achieved the minimum Technical Score.
- Announce Proposer with highest Total Score as Intended Award.
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn.

## **4) 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 contact 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 referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

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](mailto: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 [http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu), (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," 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.

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:

Windy Spatafora, Commodities & Contractual Services Manager, [windy.spatafora@dot.state.fl.us](mailto:windy.spatafora@dot.state.fl.us), Florida's Turnpike Enterprise, P O Box 613069, Ocoee FL 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 [http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu), (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," 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/](http://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 using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statute; Drug Free Work Place
3. Section 287.057(11); Minority Business Enterprise

In the event that the application of the above referenced preferences does not resolve the identical replies, the Department shall determine the award by means of random drawing.

## 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, affect 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, 605.0211(2)(b), 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 the 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

## 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 these 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, Windy Spatafora, 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 the 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 the Contract.

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

With respect to any general liability insurance policy required pursuant to the Contract, 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 (30) 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**

Refer to Exhibit "B," Method of Compensation attached hereto and made a part hereof.

**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. See Appendix "G," Selection Process, for maximum available points.

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**

ALL Responses, regardless of dollar value, must include a completed Vendor Certification Regarding Scrutinized Companies Lists to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million 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 Lists which were created pursuant to s. 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract 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 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

#### **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 seventy (70) 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. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

### 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

See Appendix “G,” Selection Process.

### 22.2 Technical Proposal

See Appendix G,” Selection Process.

### 22.3 Project Budget:

Funding for this Contract is provided to the Department by the Florida Legislature on a Department fiscal year basis. The Department’s fiscal year begins July 1 of each year and ends June 30 of each succeeding year.

## 22.4 Presenting the Proposal

See Appendix “G,” Selection Process.

### 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 first in accordance with section 295.187(4), Florida Statutes, giving preference to “Veteran Business Enterprise” then to bid responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. 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 DOT-RFP-20-8005-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 OR SEND BY E-MAIL)

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

It is the proposer's responsibility to assure that the 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**

See Appendix "G," Selection Process.

### **30.2 Oral Presentations**

THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

### **30.3 Criteria for Evaluation**

See Appendix "G," Selection process.

## **31) POSTING OF INTENDED DECISION/AWARD**

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at [http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu), (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this RFP number) on the 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:

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 three (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, if applicable, 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

- Drug-Free Workplace Program/ Vehicle Registration/Notice to Sublet Certification - Form 1
- Certification of Acceptable Driving Record - Form 2
- Scrutinized Companies List – Form 3
- Corporate Resolution - Form 4
- Addenda Acknowledgement - Form 5

## 34) ATTACHED TERMS AND CONDITIONS

- Exhibit “A” – RISC Scope of Services
- Appendix A – Open Roads Policy Agreement
- Appendix B – RISC Traffic Incident Utilization
- Appendix C –RISC Equipment & Vehicle Requirements
- Appendix D – FTE Lane Closure Policy and Guidelines
- Appendix E – FDOT Certification of Disbursement

- Appendix F – FDOT Certificate of Contract Completion
- Appendix G – RISC Selection Process
- Appendix H – RISC Historic Activations
- Exhibit “B” – Method of Compensation
- Appendix I – Sample RISC Invoice
- Appendix J – On-Site Inspection Review
- Exhibit “C” – RISC Application Form

### **35) TERMS AND CONDITIONS**

#### 35.1 General Contract Conditions (PUR 1000)

The State of Florida’s General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

#### 35.2 General Instructions to Respondents (PUR 1001)

The State of Florida’s General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

### **36) ORDER OF PRECEDENCE**

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:

1. Standard Written Agreement
2. Exhibit “A” Scope of Services
3. Appendices
4. Attachments
5. Special Conditions
6. Exhibit “B” Method of Compensation
7. Exhibit “C” Price Proposal
8. PUR Forms 1000 & 1001





**FORMS**

**DOT-RFP-20-8005-WS**

**RAPID INCIDENT SCENE CLEARANCE  
FOR  
FLORIDA'S TURNPIKE ENTERPRISE**

**416416-1-72**

**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**

**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

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 a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract 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 Lists which were created pursuant to s. 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, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. 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 \_\_\_\_\_ ( name and title of authorized officer; (e.g., John Doe, Division 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**  
**DOT-RFP-20-8005-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 \_\_\_\_\_, 2019

\_\_\_\_\_  
Legal Name of Firm

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

NOTE: Attach additional pages as necessary



**STANDARD WRITTEN AGREEMENT**

**DOT-RFP-20-8005-WS**

**RAPID INCIDENT SCENE CLEARANCE  
FOR  
FLORIDA'S TURNPIKE ENTERPRISE**

**416416-1-72**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

Agreement No.: \_\_\_\_\_

Financial Project I.D.: 416416-1-72

F.E.I.D. No.: \_\_\_\_\_

Appropriation Bill Number(s)/Line Item Number(s) for 1<sup>st</sup> year of  
contract, pursuant to s. 216.313, F.S. \_\_\_\_\_  
(required for contracts in excess of \$5 million)

Procurement No.: DOT-RFP-20-8005-WS

D.M.S. Catalog Class No.: 78141505

BY THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the “Department” and \_\_\_\_\_, 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 Rapid Incident Scene Clearance (RISC) 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 Statutes, 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 this 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 and Chief Executive Officer, 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 on January 1, 2020 and shall be completed by December 31, 2020 or date of termination, whichever occurs first.
  - Services shall commence upon written notice from the Department’s Contract Manager and shall be completed by \_\_\_\_\_ 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 contract, 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 noncompliance. 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 pre-audit and post-audit 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 Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department’s Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- 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 re-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 (3) 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 negligence, recklessness, or intentional wrongful misconduct of the Vendor and person 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 provision 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 is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a 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 term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 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 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 is 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 therefore.
- 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 comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:
- (1) Keep and maintain public records required by the Department to perform the service.
  - (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
  - (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

- 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 are 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 the 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, Florida Statutes, 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.shmt>, 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 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) taking 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. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million 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 Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract 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 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the 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 cost 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 which 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 – 28<sup>th</sup> Street, North  
St. Petersburg, FL 33716-1826  
(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, representative, 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 subcontract 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 actions 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 the 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 Form PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor’s employees or subconsultants access to the Department’s secure networks as part of the project. In the event such employees’ or subconsultants’ participation in the project is terminated or will be terminated, the Vendor shall notify the Department’s project manager no later than the employees’ or subconsultants’ separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees’ or subconsultants’ participation in the project, whichever occurs later.
- J. Vendors/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.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:  
  
Exhibit “A,” Scope of Services, Appendices A-J, Exhibit “B,” Method of Compensation, and Exhibit “C,” Application Form, Vendor’s Technical Proposal

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

\_\_\_\_\_  
Name of Vendor

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

\_\_\_\_\_  
(Print/Type)

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

Nicola Liquori  
(Print/Type)

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED: \_\_\_\_\_  
Procurement Office

LEGAL REVIEW: \_\_\_\_\_



**EXHIBIT "A"**

**SCOPE OF SERVICES**

**DOT-RFP-20-8005-WS**

**RAPID INCIDENT SCENE CLEARANCE  
FOR  
FLORIDA'S TURNPIKE ENTERPRISE**

**416416-1-72**

## EXHIBIT "A"

### SCOPE OF SERVICES

#### RAPID INCIDENT SCENE CLEARANCE (RISC)

#### FLORIDA'S TURNPIKE ENTERPRISE

### 1. PROJECT OBJECTIVE

- 1.1 The Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Turnpike" or "Department") has implemented the "Open Roads Policy" attached hereto as Appendix "A" for Quick Clearance for Safety and Mobility to make travel in Florida safer and more efficient. Consistent with the Open Roads Policy, the Department instituted an innovative, quick clearance strategy by implementing the Rapid Incident Scene Clearance (hereinafter "RISC") Program as an effort to significantly reduce the time it takes to clear major highway incidents and vehicle crashes.
- 1.2 This Contract provides an incentive to clear highway incidents and vehicle crashes as safely and quickly as possible. **Time is of the essence in this Contract and the time periods described herein shall be strictly enforced by the Department.** The safe and efficient clearance of roadways, shoulders, and medians increases safety and mobility and reduces secondary crashes. (This Contract does not eliminate the current Specialty Towing and Roadside Repair Class "C" (Heavy-duty) wrecker contract(s) that will continue to be utilized to remove disabled trucks, buses and other large vehicles.)

The services performed under this Contract shall be limited to the Department's limited access highways, including ramps and auxiliary roadways ("Segments"), described in Table 1 of Section 7 herein.

### 2. GENERAL DESCRIPTION

- 2.1 The Department will grant to a towing and recovery company (hereinafter "Contractor") a nonexclusive privilege to provide RISC Services for the events, crashes and/ traffic incidents described in the RISC Traffic Incident Utilization attached hereto as Appendix "B" on the Segment of the Department's roadway system awarded to the Contractor for the term of this Contract. One Contractor will be selected per Segment.
- 2.2 Each Contractor awarded a contract hereunder agrees to provide professional incident clearance and vehicle, cargo, and debris recovery services in accordance with:
- a. The terms and conditions described herein, and as identified within the Contractor's Technical Proposal;
  - b. All applicable Florida Highway Patrol ("FHP") rules and regulations, Florida Department of Transportation Rules and Regulations, all federal, state and local city and county Rules and Regulations, and all applicable provisions of the Florida Administrative Code and Motor Vehicle Statutes.
  - c. The Turnpike's Lane Closure Policy, Appendix "D."



- d. The Department's current Specifications (including all Supplemental Specifications and Special Provisions in the Specification Workbook), current Design Standards and current Manual on Uniform Traffic Control Devices (MUTCD). The Design Standards and Manual on Uniform Traffic Control Devices are available online at the following locations:
- FDOT Design Standards: <http://www.fdot.gov/roadway/DesignStandards/Standards.shtm>
  - MUTCD: [http://mutcd.fhwa.dot.gov/pdfs/2009/pdf\\_index.htm](http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm)

The Contractor's relationship with the Department is that of an independent contractor authorized to perform incident scene clearance and vehicle recovery services on Florida's Turnpike System in strict compliance with the terms and conditions contained herein.

- 2.3 The Department shall have the right to utilize the services and equipment from any other resource should the Department determine, at its sole discretion, that a Contractor is unable to assist, perform, or provide services or equipment as required under this Contract. The Department also shall also have the right to modify the designated limits of responsibility of a Contractor under this Contract at any time.
- 2.4 The Contractor and all operators, employees and subcontractors shall cooperate and comply with all directions and instructions provided by FHP and/or the Department's authorized representatives pertaining to incident scene safety and traffic control.

### **3. GENERAL REQUIREMENTS**

- 3.1 When activated to provide RISC services in response to an incident, the Contractor shall respond with all equipment and materials specified in Appendix "C," including, but not limited to, two Recovery Wreckers and Recovery Support Vehicle described therein, as well as any other vehicles and/or equipment the Department and/or FHP determines is needed to safely and properly clear the incident location.
- 3.2 Proper health and safety measures, including, but not limited to, OSHA health compliance, Maintenance of Traffic, Personal Protection Equipment, incident scene safety, and roadway safety shall be implemented by the Contractor to ensure the safety of all workers, motorists and responders, including the traveling public, Department employees, Contractor employees, and subcontractor employees.
- 3.3 The owner(s) of the towing and recovery companies applying for RISC Contractor status shall submit to the Department a copy of the Florida Department of Law Enforcement ("FDLE") background investigation, per Florida Administrative Code 15b-9.003(2)(b), prior to Contract execution. Any fees associated with the background investigation shall be the sole responsibility of the Contractor.

### **4. RISC MOBILIZATION AND CLEARANCE REQUIREMENTS**

- 4.1 Mobilization.
- a. The Department's Traffic Management Center ("TMC") will contact the Contractor to request activation of RISC services to respond to an incident located within the Contractor's assigned Segment. The Contractor shall immediately thereafter confirm to the TMC that RISC services have been activated to respond to the incident, and provide an estimated arrival time to the incident location. The TMC will document the time the

Contractor confirms that RISC services have been activated to respond to the incident, as well as the Contractor's estimated time of arrival to the incident location.

- b. The Contractor's failure to confirm activation of RISC services and/or provide the estimated arrival time to the incident location within ten (10) minutes of the TMC's request for activation of RISC services shall constitute a breach of this Contract and the Department shall have the right to utilize services and/or equipment from a source other than the Contractor to respond to the incident. Such election by the Department to utilize services and/or equipment from another source to respond to an incident shall be in addition to, and shall not operate as a waiver of, any other rights and/or remedies available to the Department for the Contractor's breach hereof.
- c. The Contractor shall notify the TMC when in route to the incident location and keep the TMC informed of any increase or decrease in the Contractor's estimated time of arrival to the incident location.
- d. The Contractor shall also notify the TMC when the Contractor arrives to the incident location. For purposes of this Contract, "arrive" shall mean and refer to the time in which the Contractor arrives to the incident location with all equipment and materials specified in Appendix "C," including, but not limited to, the two Recovery Wreckers and Recovery Support Vehicle described therein, as well as any other vehicles and/or equipment the Department and/or FHP determines is needed to safely and properly clear the incident location.
- e. To qualify for the Mobilization Incentive Payment described in Exhibit "B," Method of Compensation, the Contractor must arrive to an incident location within sixty (60) minutes of a RISC activation request. The Department, at its discretion, may consider an extension of or accept another required response time frame for Segment 6. The time frame described herein shall commence when the TMC first attempts to contact the Contractor to request activation of RISC services to respond to an incident. If the Contractor fails to arrive to the incident location within the requisite time frame described herein, then the Contractor shall not be eligible to receive the Mobilization Incentive Payment associated with the incident unless the Department determines, at its sole discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control.
- f. Failure by the Contractor to arrive to the incident location after the Contractor confirms that RISC services have been activated shall constitute a breach of this Contract, and the Department shall also have the right to utilize services and/or equipment from a source other than the Contractor to respond to the incident. Such election by the Department shall be in addition to, and shall not operate as a waiver of, any other rights and/or remedies available to the Department for the Contractor's breach hereof. Three (3) or more failures by the Contractor to arrive to the incident location after the Contractor confirms that RISC services have been activated shall constitute sufficient grounds for immediate termination of this Contract by the Department.

#### 4.2 Clearance.

- a. The Contractor shall notify the TMC upon arrival to the incident location. FHP or other Department designee will decide whether to issue a Notice to Proceed ("NTP") authorizing the Contractor to commence performing RISC services at the incident location. The Contractor acknowledges that issuance of a NTP is not guaranteed, and the Contractor

agrees that it shall not begin performing RISC services at the incident location until the Contractor receives the NTP.

- b. Upon issuance of the NTP, the Contractor shall safely and expeditiously:
  - 1. Remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes;
  - 2. Remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from the roadway's paved shoulders and the Department's non-paved right-of-way; and
  - 3. Reopen all affected travel lanes to traffic in coordination with FHP or other Department designee.
- c. The Contractor shall notify the TMC when all affected travel lanes have been cleared, when the roadway's paved shoulders and the Department's non-paved right-of-way have been cleared, and when all affected travel lanes have been reopened to traffic. The times provided to the TMC will be used by the Department to determine and document Contract compliance, as well as the Contractor's eligibility for performance payment incentives and assessment of performance penalties.
- d. To qualify for the Clearance Incentive Payment described in Exhibit "B," the Contractor must remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes, and all affected travel lanes must be reopened to traffic, within ninety (90) minutes, or such other time period as determined by the Department, of issuance of the NTP. If the Contractor fails to remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes, and all affected travel lanes are not reopened to traffic, within the time frame described herein, then the Contractor shall not be eligible to receive the Clearance Incentive Payment associated with the incident unless the Department determines, at its sole discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control.
- e. Failure by the Contractor to remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes, the roadway's paved shoulders, and the Department's non-paved right-of-way, within one-hundred and eighty (180) minutes of issuance of the NTP, shall constitute a breach of this Contract, and the Contractor shall be liable for liquidated damages pursuant to the terms of this Contract unless the Department determines, at its sole discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control. The Department shall also have the right to utilize services and/or equipment from a source other than the Contractor to respond to the incident, and such election by the Department shall be in addition to, and shall not operate as a waiver of, any other rights and/or remedies available to the Department for the Contractor's breach hereof. Three (3) or more failures by the Contractor to remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes, the roadway's paved shoulders, and the Department's non-paved right-of-way, within one-hundred and eighty (180) minutes of issuance of the NTP shall constitute sufficient grounds for immediate termination of this Contract by the Department.

#### 4.3 Notification Requirements and Incident Log.

- a. The Contractor shall notify the TMC by phone, radio, or other method of communication approved by the Department, when:

1. The Contractor is in route to the incident location.
2. The Contractor arrives to the incident location with all equipment and materials specified in Appendix "C," including, but not limited to, the two Recovery Wreckers and Recovery Support Vehicle described therein, as well as any other vehicles and/or equipment the Department and/or FHP determines is needed to safely and properly clear the incident location.
3. NTP is issued to the Contractor.
4. All travel lanes have been cleared.
5. All travel lanes have been reopened to traffic.
6. All shoulder/non-paved right-of-way area(s) have been cleared

Additionally, should Fire Rescue, FHP, local law enforcement or the Department instruct the Contractor to halt RISC operations at the incident location, the Contractor shall notify the TMC of:

1. The time RISC operations at the incident location are halted.
2. The reason(s) RISC operations at the incident location are halted.
3. The time RISC operations at the incident location are resumed.

The Contractor shall record in an incident log the time in which it notifies the TMC of each event described above. The Contractor may use their own incident log form, as approved by the Department, and shall make all incident log records available to the Department upon request.

- b. The TMC will document the information provided by the Contractor for each event described above. The information provided to the TMC will be used by the Department to, among other things, determine and document Contract compliance, as well as eligibility for performance payment incentives and assessment of performance penalties. Failure by the Contractor to satisfy the notification and/or incident log requirements of this Contract shall constitute a breach of hereof, unless the Department determines, at its sole discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control. If the Contractor's failure to satisfy the notification and/or incident log requirements of this Contract is not, as determined by the Department, the result of circumstances beyond the Contractor's control, then the Contractor may, at the Department's discretion, be disqualified from receiving any incentive payments associated with the incident. Three (3) or more failures by the Contractor to satisfy the notification and/or incident log requirements herein, that are not otherwise determined by the Department to be the result of circumstances beyond the Contractor's control, shall constitute sufficient grounds for immediate termination of this Contract by the Department.

4.4 The need for additional trucks and/or heavy equipment at an incident location shall be jointly determined by the Department's designee, FHP, local law enforcement, Fire Rescue and the Contractor's representative. The need for the additional trucks and heavy equipment described herein shall not alter the time required by the Contractor to perform services.

4.5 The Contractor shall be available to provide the services required under this Contract **twenty-four (24) hours** a day, **seven (7) days** a week. The Contractor shall upon the execution of the contract provide the Department a telephone number at which the Contractor may be directly reached at all times throughout the duration of this Contract, and the Contractor shall immediately notify the Department of any subsequent changes to this number. Use of answering services or voice mails are not permitted under this Contract. Contact information for the TMC and FHP Regional Communications Center will be provided to the Contractor after execution of this Contract by the Department.

- 4.6 The Contractor shall not subcontract, assign or transfer any work under this Contract without prior written consent from the Department. All Department-approved subcontractors shall be qualified in the work they intend to perform hereunder, and shall comply with all equipment and materials requirements when performing such work, pursuant to the terms of this Contract. Subcontracting of work shall not relieve the Contractor of its liabilities under this Contract. The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor. The Contractor, subcontractors, or any of their employees shall not perform any work under this Contract that is beyond their technical capabilities or for which they are not qualified.

## **5. INDEMNITY**

The Contractor shall indemnify and hold harmless the Department, FHP, their officials, designees, officers, employees, consultants and agents from and against any and all liabilities, claims, injuries, damages, penalties, actions, suits, losses, costs, expenses and attorneys' fees which arise as a direct or indirect result out of any transaction, event or occurrence related to performance of the services contemplated under this Contract. The Contractor shall coordinate all services required under this Contract through the TMC and/or any other designee as directed by the Department.

## **6. MISCELLANEOUS**

- 6.1 The Department intends to contract with one (1) Contractor to perform RISC services within each roadway Segment described in Table 1 of Section 7 herein. The Contractor will receive all RISC activation requests for incidents occurring in the Contractor's assigned Segment as requested by the Department and/or its designee.
- 6.2 The Contractor shall immediately notify the TMC if the Contractor receives a RISC activation request from anyone other than the Department (such as FHP or local law enforcement) prior to initiating a response to the incident. If the Contractor fails to notify the TMC as required herein, then the Contractor shall not be eligible to receive any incentive payments associated with the incident.
- 6.3 The Contractor or any of its operators or employees will not provide any gratuities, commissions, kick-backs or complimentary services of any kind to any Department, FHP, or local law enforcement officials, officers, employees, consultants or agents.
- 6.4 The Contractor shall provide copies of itemized RISC customer invoices to the Department upon request.
- 6.5 The Contractor shall take digital photographs of the scene prior to and upon completion of RISC activities at the incident location. The photographs should include the scope of lanes closed and any traffic queue developing at the incident location, as well as the vehicles involved and any spilled loads. All photographs must be labeled with the date, time, location, and name of the person taking the photographs. The Contractor shall submit to the Department with its invoice, and at any other time as may be requested by the Department, all photographs of the incident. Failure by the Contractor to take and/or provide photographs as required under this Contract shall constitute a breach of hereof, and the Contractor may, at the Department's discretion, be disqualified from receiving any incentive payments associated with the incident.
- 6.6 The Department or its designee may grant a Contractor responding to a RISC activation request in an area that is outside of the Contractor's assigned Segment additional time to arrive at the

incident location with all equipment and materials required under this Contract. The Department will document any such additional response time granted to the Contractor, and the Department will determine whether the Contractor qualifies for any incentive payments associated with the incident.

- 6.7 The Department may, at its sole discretion, periodically review the Segments to ensure that the level of service in each Segment is consistent with the requirements of this Contract, including the quick clearance goals stated in the Open Roads Policy.
- 6.8 The Contractor’s place of business need not be located within its assigned Segment, but the Contractor is responsible for mobilizing, responding to calls, and performing all services required herein within the time periods set forth in this Contract.

**7. RECOVERY AREAS**

7.1 The following Segments are included in this Contract:

**TABLE 1**

DESCRIPTION	SEGMENT	MILEPOST
Florida’s Turnpike Extension (SR821)	1	(MP 0 – MP 43)
Florida’s Turnpike (SR 91) Florida’s Turnpike Spur (SR91) Sawgrass Expressway (SR869)	2	(MP 43 – MP 75) (MP 0X – 3.34X) (MP 0 – 22.5)
Florida’s Turnpike (SR91)	3	(MP 75 – MP 116)
Florida’s Turnpike (SR91)	4	(MP 116 – MP 152)
Florida’s Turnpike (SR91)	5	(MP 152 – MP 193)
Florida’s Turnpike (SR91)	6	(MP 193 – MP 229)
Florida’s Turnpike (SR91) East-West Expressway (SR408) Beachline Expressway (SR528) Southern Connector Extension (SR417) Seminole Expressway (SR417)	7	(MP 229 – MP 267) (MP 0 – MP 1.4) (MP 0 – MP 8) (MP 0 – MP 6) (MP 37 – MP 55)
Western Beltway Express (SR429) Florida’s Turnpike (SR 91)	8	(MP 0 – MP 11) (MP 267– MP 308)
Polk Parkway (SR570)	9	(MP 0 – MP 24)
Veterans Expressway (SR589) Veterans Spur (SR568) Suncoast Parkway (SR589)	10	(MP 2.2 – MP 13) (MP 0 – MP 3) (MP 13 – MP 55)

7.2 Segments may include Express Lanes and/or may be expanded to include additional Express Lanes or roadways. For purposes of this Contract, “Express Lane” shall mean and refer to a travel lane or lanes delineated or physically separated from a general use lane or general toll lane within a Segment in which tolls are determined based on traffic conditions. Unless otherwise provided in this Contract, all requirements set forth herein – including, but not limited to, mobilization and clearance requirements – shall apply to all Contractors performing RISC services for an incident located on an Express Lane and/or on the paved shoulder(s) of an Express Lane. Additional details regarding Express Lanes, including the location of Express Lanes currently in operation and Express Lanes under construction, are available at <http://floridaexpresslanes.com/project-info/>.

Refer to Exhibit B, Method of Compensation for information on incentives to be paid in these corridors.

## **8. CONTRACTOR REQUIREMENTS AND QUALIFICATIONS**

- 8.1 The Contractor shall be required to submit documentary proof showing previous experience of working in the Heavy-Duty Towing and Recovery business. The project description, dates, photos and locations of successfully completed projects shall be submitted with the Contractor's proposal, and award of the Contract will be contingent on the Contractor's demonstrated experience, knowledge and quality of work.
- 8.2 If the Contractor's primary place of business is located within a county or municipality that requires, by local ordinance, an occupational license, said license must be maintained by the Contractor for the term of the Contract, and a copy of the license must be provided to the Department with contract submittal and upon request during contract duration.
- 8.3 The Contractor is required to comply with all local ordinances applicable to wrecker providers in the county(ies) in which the Contractor is performing services pursuant to this Contract.
- 8.4 Prior to the start of this Contract, the Contractor must provide evidence of current and valid insurance coverage as required by the State of Florida, and the Contractor shall comply with all applicable laws, rules, regulations and ordinances governing the services to be provided under this Contract, including, but not limited to:
- a. FHP Policy# 17.02
  - b. Florida Statute 321.051
  - c. Rule 15B-9, Florida Administrative Code (FAC)

The Contractor shall be subject to all applicable rules and policies established by FHP governing the services to be provided under this Contract. The Contractor's suspension from the towing rotation list will be grounds for immediate termination of this Contract.

- 8.5 The Contractor must maintain current and up-to-date CDL driving records, employment records and training records for all employees and all authorized subcontractor(s)' employees performing services under this Contract, and make such records available for inspection upon request by the Department, FHP, and/or local law enforcement.
- 8.6 Upon 24-hour notice, the Contractor shall grant the Department access to inspect the Contractor's business premises, facilities, vehicles, equipment, storage areas, and/or staging areas to verify compliance with this Contract.
- 8.7 The Contractor shall be proficient and able to field-demonstrate safe, quick clearance including:
- a. Single lane up-righting of loaded tractor trailers.
  - b. Relocation of loaded, overturned tractor trailers from travel lanes.
- 8.8 The Contractor shall be proficient and able to field-demonstrate such proficiency in the following areas:
- a. Setting up incident scene Traffic Control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
  - b. The mitigation of accidental discharges of motor vehicle fluids, per the Florida Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo).

- 8.9 The Contractor, upon arrival to an incident location, shall coordinate with other on-scene responder agencies' incident commanders to establish unified command and develop a plan of action for clearance of the incident from the affected travel lanes. The Contractor shall designate one on-scene individual as the Contractor's incident command representative to the incident's unified command.

## **9. QUALIFICATIONS, TRAINING AND CERTIFICATION OF CONTRACTOR'S OPERATORS**

- 9.1 Prior to performing any services under this Contract, all Recovery Wrecker Operators shall:
- a. Complete Intermediate Maintenance of Traffic (MOT) training from a certified Department approved training agency. It is recommended that support personnel involved in the recovery effort also complete the Intermediate MOT training from a certified Department-approved training agency. Recovery operators and support personnel shall also complete the FDOT MOT Training Course for Incident Responders, which is available online at: <http://wbt.dot.state.fl.us/ois/MOTTIRCBT/index.htm>
  - b. Complete the National Traffic Incident Management (NTIM) Responder 4-hour Training.
  - c. Receive formal instruction, training, and, if applicable, examination, in each of the following specialized recovery wrecker operator services:
    1. Heavy Duty Wrecker Operations.
    2. Ultra-Heavy Wrecker and Recovery Practices.
    3. Hazardous Materials Awareness.

This training shall be conducted by state and/or industry recognized and approved instructors.

- d. Have knowledge and understanding of the Traffic Incident Management Practices, including:
  1. The Florida "Open Roads" policy.
  2. The Florida "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)."

All training activities must be documented, and such documentation shall be made available to the Department upon request.

## **10. AREAS WITH NO AVAILABLE RISC CONTRACTORS**

It is anticipated that there may be roadways in which a Contractor has not been assigned to provide RISC services, or times when a Contractor for a Segment is unavailable to respond to a request for RISC services. In such situations, the Department reserves the right to contact any available Contractor from an adjacent Segment to provide RISC services. Such Contractor may be eligible to receive incentive payments in accordance with the criteria set forth under this Contract. If the Department determines that no Contractor is available, then the Department may coordinate with FHP for a FHP tow rotation dispatch.

## **11. CONTRACT TERM**

Services shall commence on or about January 1, 2020 and shall continue for a period of one (1) year, or the date of termination, whichever occurs first.



There are renewal options for this contract.

## **12. CONTRACTOR PERFORMANCE**

The Department will evaluate each incident response and recovery through debriefings, and grade the Contractor's performance following each incident. Evaluations will be used by the Department in administering this Contract and any subsequent renewal(s) of this Contract.

## **13. HIGH VISIBILITY APPAREL**

13.1 All Contractor and subcontractor personnel performing services under this Contract shall wear regulation High Visibility Apparel in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.

13.2 All Contractor and subcontractor personnel performing services under this Contract shall wear ANSI Class 3 High Visibility Apparel at all times while at the incident location.

13.3 Any failure to comply with the requirements of this Section shall constitute a breach of this Contract, and the Contractor may, at the Department's discretion, be disqualified from receiving any incentive payments associated with the incident. Two (2) or more failures to comply with the requirements of this Section shall constitute sufficient grounds for immediate termination of this Contract by the Department.

## **14. TRAFFIC INCIDENT MANAGEMENT (TIM) TEAM INVOLVEMENT**

Florida's Turnpike Enterprise sponsors two Traffic Incident Management (TIM) Teams. The TIM Teams identify TIM-related issues, and develop improved incident management operations on the Turnpike system through coordination, communication and cooperation. TIM Team meetings are currently held quarterly at Turkey Lake (MP 263) and at Pompano (MP 65) Operations. The Contractor is required to participate in all regularly scheduled TIM Team meeting(s) involving the Segment(s) for which the Contractor is responsible under this Contract.

## **15. AFTER-INCIDENT REVIEWS**

After-incident reviews are convened following each RISC incident to provide a no-fault forum to address concerns and improve performance at future similar incidents. The Contractor shall, as directed by the Department, participate in after-incident reviews for the incident(s) to which the Contractor responded. At least one (1) on-scene Contractor representative shall participate; however, if such representative is unavailable, a Contractor representative with knowledge of the incident shall attend.

## **16. CONTRACTOR PAYMENT OF TOLLS**

All Contractors and subcontractors shall pay all toll charges incurred in connection with performing work under this Contract at the toll rate applicable to the general public.

## **17. MYFLORIDAMARKETPLACE TRANSACTION FEE**

This procurement is subject to the MyFloridaMarketPlace transaction fee, pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

**FLORIDA DEPARTMENT OF  
TRANSPORTATION**



**APPENDICIES A-J**

**DOT-RFP-20-8005-WS**

**RAPID INCIDENT SCENE CLEARANCE  
FOR  
FLORIDA'S TURNPIKE ENTERPRISE**

**416416-1-72**

## APPENDIX "A"

### 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.

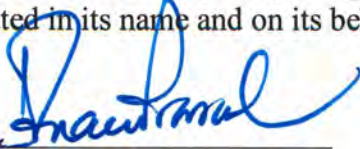
10. FHP and FDOT will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse this Agreement for the State of Florida.

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.

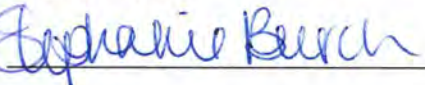
12. With the mutual agreement of both parties, this policy agreement may be terminated on an agreed upon date without penalty to either party.

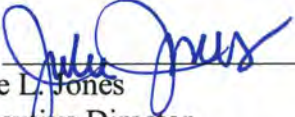


In witness whereof, each party to this Agreement has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative.


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

Date: 1-31-14

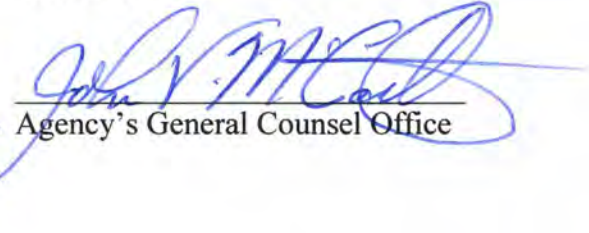
Legal Review:  


By:   
Julie L. Jones  
Executive Director  
Florida Department of Highway Safety and  
Motor Vehicles

Date: 2/26/14

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

Date: 2/17/14

Reviewed By:  
  
Agency's General Counsel Office

## APPENDIX "B"

### RAPID INCIDENT SCENE CLEARANCE

#### EVENTS, CRASHES OR TRAFFIC INCIDENTS UTILIZING THE SERVICES OF THE RECOVERY VENDOR

*Note: Any complex or extended incident where vehicles cannot be easily towed from the scene, a lane closure is required for recovery or removal, or a hazard to traffic is created may be a candidate incident for utilizing the services of the recovery contractor for RISC.*

- **Tractor Trailer Combinations (DOT Class 8)**
  - Rollover on or off the travel lanes
  - Multiple truck crash
  - Lost load on or affecting the travel lanes
  - Load shifted on or affecting a travel lane
  - Lost tandems or split trailer on or affecting a travel lane
  - Truck fire with tires burned off or cargo spilled
  - Major impact with or on top of a barrier wall, guard rail, bridge support, or any Toll Plaza structure.
  
- **Trucks over 16,000 lbs. (DOT Class 5, 6 & 7)**
  - Rollover on or off travel lanes
  - Lost load on or affecting the travel lanes
  - Load shifted on or affecting a travel lane
  - Truck fire with tires burned off or cargo spilled
  - Major impact with or on top of a barrier wall, guard rail, bridge support, or any Toll Plaza structure.
  
- **Motor Homes and Motor Coaches (DOT Class 5 and 6)**
  - Rollover blocking one or more travel lanes
  - Fire with tires burned off
  - Major impact with or on top of a barrier wall, guard rail, bridge support, or any Toll Plaza structure.
  
- **Busses (16 passenger or more, DOT Class 6, 7 & 8)**
  - Rollover on or off travel lanes
  - Fire with tires burned off or burned luggage on the roadway
  - Major impact with or on top of a barrier wall, guard rail, bridge support, or any Toll Plaza structure.
  
- **Aircraft**
  - Any incident involving an aircraft affecting the travel lanes
  
- **Large yacht-type boats**
  - Any incident involving a large or yacht-type boat affecting the travel lanes
  
- **Mobile Homes, Modular Homes, or Modular Buildings**
  - Any incident involving a mobile or modular and/or a modular building affecting the travel lanes



## APPENDIX “C”

### RAPID INCIDENT SCENE CLEARANCE

#### Equipment and Vehicle Requirements

The Vendor shall be required to submit to the Turnpike documentary proof of current ownership or lease of the following equipment having the minimum capacity, size and number listed below:

#### A. Initial Response:

##### Recovery Wrecker Requirements (Company Owned or leased)

One 50-ton (or greater) capacity hydraulic, extendable, fixed boom, ultra-heavy-duty recovery wrecker with a boom structural rating (TEMA or SAE) of 100,000 lbs. or rotator type wrecker with the same capacity or greater. A minimum of two planetary winches with a manufacturer’s rating of 50,000 lbs. each and 200 ft. of  $\frac{3}{4}$ ” cable. The boom shall extend a minimum of 150” beyond the tailgate. The boom shall elevate to a working height of 21 ft. The truck chassis shall be a minimum of 62,000 lbs. gross vehicle weight (GVW). The unit shall be equipped with an under-reach tow system with a capacity of 45,000 lbs. The truck chassis must be designed for or reinforced for severe service. The drive line shall also be severe service and geared for the low end, high torque applications frequently required for quick clearance and relocation of loaded, overturned, wrecked heavy trucks.

AND

One 50-ton (or greater) capacity rotator type, extendable boom, heavy-duty wrecker with a boom structural rating (TEMA or SAE) of 100,000 lbs. A minimum of two winches each with a 50,000 lbs. manufacturer’s rating and 200 ft. of  $\frac{3}{4}$ ” cable. The truck chassis shall be a minimum of 62,000 lbs. GVW. The unit shall be equipped with an under-reach tow system with a minimum capacity of 45,000 lbs. The truck chassis must be designed for or reinforced for severe service. The drive line shall also be severe service and geared for the low end, high torque applications frequently required for quick clearance and relocation of loaded, overturned, wrecked heavy trucks.

**NOTE: One of the on-scene wreckers shall be a Rotator.**

AND

##### Recovery Support Vehicle Requirements: (Company Owned or leased)

One *Support vehicle* with an enclosed or utility body and a roof mounted DOT approved MUTCD Type B arrow board. The truck shall be stocked with MUTCD traffic control devices (signs, sign stands and cones etc.) and the additional tools, equipment and material listed, including a skid-steer loader.

Alternatively, this may consist of the Vehicle with Type B arrow board and a support trailer with all recovery equipment, or equivalent combination.

**NOTE: All Initial Response vehicles shall be equipped with trackable AVL/GPS to authenticate actual location and response times.**

**B. Additional Trucks and Heavy Equipment Requirements:  
(Company owned or leased)**

- 1 ea. **Tilt bed, hydraulic, lowboy semi-trailer** (Landoll or equivalent) with a 35-ton capacity, 48 ft. bed and a 20,000-lb. winch with 75 ft. of 5/8" cable
- 1 ea. Tandem axle **tractor** with a sliding fifth wheel

**C. Subcontracted Service Providers**

The Vendor shall provide in-house capability or proof of an existing account in good standing with a local company to provide the following services. These services must have the means to respond to a major incident scene 24 hour per day/7 days per week.

- A **Disposal Company** that can deliver to the scene of an incident dumpsters or hoppers for crash debris, fire debris and or spilled non-hazardous cargo.
- A **Vacuum or Suction Service** for offloading or recovering spilled grains, powders, plastic pellets, etc.
- A **Trucking or Transport Company** that can provide dump, refrigerator or flatbed trucks and trailers.
- A source of **bulk sand**.

**D. Items Required on Recovery Wreckers**

**Each Recovery Wrecker shall carry the following tools, supplies and rigging:**

- Alloy (grade #8) chain: 2 ea. 3/8"x 10', 2 ea. 5/8"x 10' and 4 ea. 1/2"x 10'
- 2 pair (4 ea.), wide profile, 50-ton, nylon recovery straps
- 4 ea. heavy duty snatch blocks (working load matched to the wrecker)
- Various hooks, clevis' and chokers (matched to the wrecker capacity)
- Load binders, transport chains and cheater pipe
- Various timbers/cribbing/chocks/2x4 lumber
- 1 ea. High Pressure air cushion (24"x24" or equivalent) with control module and hose
- 1 ea. Air impact wrench with sockets
- 1 ea. Air powered metal chisel
- 1 ea. Bolt cutters (36" min.)
- 1 ea. BC Fire extinguisher (10 lbs.) or 2 ea. BC Fire extinguisher (5 lbs.)
- 1 ea. Long handle axe
- 1 ea. Long handle shovel (flat blade)
- 1 ea. Long handle shovel (round blade)
- 1 ea. Street broom
- 1 ea. Pike bar (5 ft. min.)
- 1 ea. Crow bar (36" min.)
- 1 ea. Sledge hammer (10 lbs. min.)
- 1 ea. Hydraulic jack (20-ton min.)
- 1 ea. Vehicle spill kit (putty/pads/poly socks)
- Angle iron or aluminum, wide flange various lengths
- 1 ea. Complete brake release kit: (hand tools, hoses, glad hands, numerous fittings and brake caging bolts)
- 2 ea. Heavy duty, Industrial flashlights
- 12 ea. Thirty-six (36) inch, 12 lb. FDOT certified reflectorized traffic cones
- 1 ea. Commercial box 30-minute highway flares
- 120 lbs. or 30 gal. of oil dry or approved absorbent
- 50 ft. of rope (1/2")
- 1 ea. Tarpaulin (Minimum size of 400 square feet)

- 1 ea. Digital camera with a minimum of 5 megapixels (may be carried on wrecker or support vehicle)
- 2 Rolls of duct tape
- 1 ea. Complete mechanics hand tool set
- 1 ea. Complete first-aid kit

**E. Items required on Recovery Support Vehicle (or Recovery Support Vehicle/Trailer Combination)**

**Each Recovery Support Vehicle/Combination shall respond with the following equipment, tools and supplies:**

- 1 ea. Heavy-duty *skid steer loader* with bucket, broom, and fork attachments. The loader should have the capability to load a dump truck. (e.g., Bobcat T300)
- 1 ea. Type B Arrow board mounted in accordance with MUTCD specifications
- 60 ea. Thirty-six (36) inch, 12lb. FDOT certified reflectorized traffic cones
- 4 ea. Fabric, MUTCD-approved Incident Management Warning signs (48") with stands
- 1 ea. Gas powered cut-off saw
- 1 ea. Acetylene/Oxygen cutting torch
- 1 ea. Bolt cutters (36" min.)
- 4 ea. Long handle shovels (flat blade)
- 2 ea. Long handle shovels (round blade)
- 2 ea. Aluminum or plastic coal or grain shovels
- 4 ea. Street brooms
- 1 ea. Refrigerator dolly or hand truck
- 1 ea. Pallet puller
- 2 ea. Large Tarpaulins (400 square feet min.)
- 6 dozen 30-minute Highway flares
- 200 lbs. or 50 gals. of oil-dry or approved absorbent
- 2 ea. Vehicle spill kit (putty/pads/poly socks)
- 1 Roll of rubber floor runner (36" wide)
- 2 Rolls heavy duty (80 gauge) stretch wrap with dispenser, or equivalent
- 4 Rolls duct tape
- Load binders and securement chain
- 1 Case of heavy duty, 55-gallon trash bags (Minimum of 25 bags)
- 1 Roll of heavy gauge polyethylene plastic sheeting
- 1 ea. Complete first-aid kit
- 2 ea. Large capacity trash cans
- 1 ea. BC Fire extinguisher (10lbs.)
- 2 ea. Sewer drain or inlet covers (mud flaps acceptable)
- 1 ea. Fuel transfer pump
- 1 ea. Extension ladder (18 ft. or equivalent minimum)
- 5 ea. 2.5-gallon buckets of cold patch, or equivalent (minimum)
- 1 ea. Steel tamp for cold patch (8"x8" min.)

The Vendor shall also have available for ready deployment:

- An additional 400 lbs. or 100 gals. of oil-dry or approved absorbent

These tools, supplies and material are required as a minimum. It is expected that a professional recovery wrecker operation will supplement this list with all items needed to operate in a safe and efficient manner.

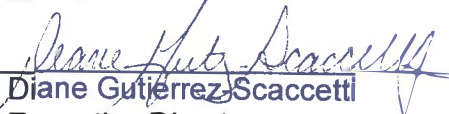
The Vendor grants the Florida Department of Transportation, the Florida Highway Patrol and local law enforcement the right to inspect the vehicles and equipment, or those of any subcontractor, upon request during normal business hours to establish or confirm that the Company is in compliance with the terms of this Agreement.



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## APPENDIX "D" LANE CLOSURE POLICY

Approved:

  
Diane Gutierrez Scaccetti  
Executive Director

Effective: MAY 25, 2017  
Office: Traffic Operations  
Related FDOT Procedure: N/A

**PURPOSE:**

To establish guidelines to minimize the disruption of the flow of traffic in conjunction with any activity that requires roadway lane closures along the mainline, toll plaza lanes, interchange ramps, or during traffic pacing on Florida's Turnpike System.

**AUTHORITY:**

Sections 338.2216, Florida Statutes

**DEFINITIONS:**

- ADT:** Average Daily Traffic Volumes.
- Department:** Florida Department of Transportation, Florida's Turnpike Enterprise
- Emergency:** Any occurrence, or threat thereof, whether accidental, natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property [F.S. 252.34(3)].
- Engineer:** The Engineer refers to the Turnpike Traffic Operations Engineer, Turnpike Maintenance Engineer, Turnpike Construction Engineer or other designee (who is a Professional Engineer) involved in the approval process based upon the type of lane closure being requested.
- Indexes:** FDOT Design Standards indexes (600 series), current edition
- Lane Closure:** Temporary closure of one (1) or more through traffic lane(s), auxiliary lane(s), toll lane(s), ramp lane(s), moving operations, or traffic pacing.
- Moving Operations:** Some temporary work operations such as pothole patching and striping operations can be performed using moving vehicles in accordance with Standard Index 600 Series and the MUTCD. Moving Operations are considered lane closures.
- MUTCD:** Manual on Uniform Traffic Control Devices, current edition.
- Other Roadways:** Other FDOT Districts, counties, municipalities affected by roadway closures.
- PPM:** Florida Department of Transportation Plans Preparation Manual, current edition.
- TMC:** Traffic Management Centers for Florida's Turnpike, located at Pompano Beach and Turkey Lake (Orlando) offices.
- Traffic Pacing:** Traffic pacing is the slowing of traffic to provide a clear travel way for a maximum duration of 30 minutes for the contractor to work in existing travel lanes.
- TPPPH:** Turnpike Plans Preparation and Practices Handbook, current edition.



**Turnpike Mainline:** Homestead Extension of Florida's Turnpike (HEFT), Southern Coin System, Ticket System, Northern Coin System, and the Golden Glades Spur.

**Turnpike System:** Includes the Turnpike Mainline and other Expressways/Parkways/Beltways owned and operated by the Turnpike. Including S.R. 528 Beachline Expressway and Beachline East, S.R. 429 Western Beltway, S.R. 417 Seminole Expressway and Southern Connector, S.R. 869 Sawgrass Expressway, S.R. 589 Veterans Expressway, S.R. 589 Suncoast Parkway, S.R. 570 Polk Parkway, SR 23 First Coast Expressway, and SR 408 East-West Expressway.

### **GENERAL POLICY:**

The policy of Florida's Turnpike Enterprise is to limit lane closures as described below. With the exception of emergencies, the requesting party shall plan and coordinate the lane closure in advance. The requesting party is responsible to provide portable changeable message signs (PCMS) to advise the motoring public at least one (1) week in advance of any planned lane closure.

All lane closure requests should be accompanied by a Traffic Control Plan (TCP) that is in compliance with the latest Department's Design Standards and the MUTCD. If the proposed TCP is not covered in a Standard Index, a separate plan, signed and sealed by an engineer registered in the State of Florida, shall be provided for the anticipated work activity.

Lane closure requests shall be submitted to Turnpike Traffic Operations a minimum of two (2) weeks in advance of the proposed closure. The lane closure request shall be submitted through the regional Turnpike Enterprise Office in charge of the corresponding project. The Turnpike's required method for lane closure requests is electronic submittal. Turnpike Traffic Operations publishes a separate Lane Closure Guidelines document that describes the specific process to be followed when requesting lane closures.

Personnel involved in the approval process will attempt to accommodate priority or emergency requests on a case-by-case basis, however these may not allow adequate notice to Turnpike customers, resulting in disapproval. All lane closure approvals shall be restricted to the specified hours based on a review of the current and projected traffic volumes.

For all lane closures on the Turnpike System, notification via telephone **shall be provided** to the Turnpike Regional Traffic Management Center (TMC) at the beginning (approximately 15 to 30 minutes before implementation of each lane closure) and end of each lane closure activity. Contact information for the TMC is provided below:

Pompano TMC at (954) 934-1370: Mile Post 0 to Mile Post 99, SR-91 SPUR (MP 0x - 4x), and Sawgrass Expressway.

Turkey Lake TMC at (407) 264-3363: Mile Post 100 to 309, Other Roadways not including Sawgrass Expressway.

### **Daytime Lane Closures:**

The highest restriction for lane closures shall occur on the Turnpike System during daytime hours, generally defined as the period between sunrise and sunset. Daytime lane closures may be





allowed only after all other possible alternatives have been explored and found to be impossible, impractical, or unsafe, and with documentation that the lane closure is warranted. Daytime lane closures shall not be allowed merely for the convenience of the contractor, permit applicant, or other requesting party.

Daytime Lane closures will be approved for specified hours. Approval by the Director of Transportation Operations or designee(s) shall be obtained at least one (1) week in advance of the proposed closure to allow for PCMS placement and notification to the motorist.

**Weekend Lane Closures:**

Weekend lane closures may be allowed only after all other possible alternatives have been explored and found to be impossible, impractical, or unsafe, with the closure reasons being warranted and documented. Any lane closure requested between 6:00 A.M. Friday to 10:00 P.M. Sunday shall be considered a Weekend Lane Closure.

**Holiday Lane Closures:**

No lane closures shall be permitted during certain holidays throughout the year. Holiday lane closure requests are subject to the same restrictions as Daytime and Weekend lane closures.

A Holiday Calendar is developed by Turnpike Traffic Operations each year for coordination with other stakeholders in the Turnpike. The Holiday Calendar is provided in the Lane Closure Guidelines that is published by Turnpike Traffic Operations and is available upon request.

**Other Lane Closure Time Considerations:**

During special events of regional significance, no lane closures shall be permitted during a time period between two (2) days before the event and 24 hours after the event. The requestor is required to evaluate these events as determined each year to assist in the generation and review of lane closure requests. Examples of special events of regional significance are Spring Break, College and Professional sporting events (for example, NASCAR, bowl games, etc.) or local cultural events.

**Maintenance and Permit Projects:**

To facilitate lane closure requests by permitting agencies and Maintenance, the Turnpike Traffic Operations Office shall specify allowable hours for lane closures on a case-by-case basis.

During Permit and Maintenance plans production the appropriate lane closure hour restrictions shall be inserted into the Traffic Control Plan. During construction, lane closures shall be in accordance with the allowable hours indicated on the plans.

**Toll Plaza/Gantry Lane Closure:**

In addition to the requirements of the general policy Construction projects requiring a lane closure within the influence area of a mainline or ramp toll plaza shall obtain concurrence from the Construction Project Manager within two (2) weeks prior to implementing the toll lane closure.



Tolls Maintenance efforts will be coordinated closely between SunWatch and Traffic Operations. As a result, specific notifications and timeframes will be coordinated on a case-by-case basis.

**Traffic Pacing:**

Traffic pacing shall only be allowed after all other possible alternatives have been explored and found to be impossible, impractical, or unsafe, and with documentation that the traffic pacing operation is warranted. In addition to the requirements of the general policy, traffic pacing procedures shall only be considered between the hours of 11:00 p.m. through 4:30 a.m., Monday through Thursday, or the lowest volume weeknight hours as determined by Florida's Turnpike Traffic Operations office.

In addition, traffic pacing operations shall be limited to a duration of 30 minutes or less and shall comply with the following:

- FDOT Design Standard Index 655 Traffic Pacing.
- TPPPH, Chapter 10.
- PPM Section 10.14 Law Enforcement Services.

**Emergency Conditions:**

1. The Department reserves the right to grant and/or limit lane closures during emergency conditions as defined under Florida Statute 252.34 (3).
2. Unless otherwise approved by the Engineer, work is to be performed on a continuous round-the-clock basis to minimize time of closures.
3. The Turnpike Public Information and Traffic Operations Offices are to be notified of any emergency lane closure that exceeds or is expected to exceed thirty (30) minutes.
4. The Turnpike Traffic Operations Office is authorized to cancel or reduce approved lane closure hours during unexpected incidents or events (i.e. Presidential visits, crashes, etc.).



## LANE CLOSURE GUIDELINES

### **OBJECTIVE:**

Provide guidance for the development and approval of various types of lane closure requests. Detail the process for requesting approvals, necessary data to support a request. Explains the types of requests by each Department and external requestors, who the primary points of contact are in the process and detail the Holiday and special event restrictions.

### **PURPOSE:**

The Lane Closure Guideline supplements the Florida's Turnpike Enterprise (FTE) Lane Closure Policy and provides additional information about the procedures necessary for lane closures to be processed on the Turnpike system by each Department.

### **AUTHORITY:**

Sections 338.2216, Florida Statutes

### **DEFINITIONS:**

<b>ADT:</b>	Average Daily Traffic Volume
<b>Department:</b>	Florida Department of Transportation, Florida's Turnpike Enterprise
<b>Emergency:</b>	Any occurrence, or threat thereof, whether accidental, natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property as defined under F.S. 252.34(3)
<b>Engineer:</b>	The Department's Engineer(s) authorized to monitor and control activities on the State Turnpike System, [F.S. 334.141]
<b>FTE:</b>	Florida's Turnpike Enterprise
<b>Indexes:</b>	FDOT Design Standard indexes (600 series), current edition
<b>Lane Closure:</b>	Temporary closure of one (1) or more through traffic lane(s), auxiliary lane(s), toll lane(s), ramp lane(s), moving operations, or traffic pacing
<b>Moving Operations:</b>	Some temporary work operations such as pothole patching and striping operations can be performed using moving vehicles in accordance with Standard Index 600 and the MUTCD. Moving Operations are considered lane closures.
<b>MUTCD:</b>	Manual on Uniform Traffic Control Devices, current edition.
<b>Other Roadways:</b>	Other FDOT Districts, counties, municipalities affected by roadway closures.
<b>PSCF:</b>	Peak Season Conversion Factor
<b>PPM:</b>	Florida Department of Transportation Plans Preparation Manual, current edition.
<b>ProjectSolve/LCIS:</b>	Lane Closure Management tools currently used by FTE.
<b>TMC:</b>	Traffic Management Centers for Florida's Turnpike, located at Pompano Beach and Turkey Lake (Orlando).
<b>Traffic Pacing:</b>	The slowing of traffic to provide a maximum of 30 minutes of clear travel way for the contractor to work over existing travel lanes.
<b>TPPPH:</b>	Turnpike Plans Preparation and Practices Handbook, current edition.
<b>Turnpike Mainline:</b>	Homestead Extension of Florida's Turnpike (HEFT), Southern Coin System, Ticket System, Northern Coin System, and the Golden Glades Spur.



**Turnpike System:** The Turnpike Mainline and other Expressways/Parkways/Beltways owned and operated by the Turnpike. Including S.R. 528 Beachline Expressway, S.R. 429 Western Beltway, S.R. 417 Seminole Expressway and Southern Connector, S.R. 869 Sawgrass Expressway, S.R. 589 Veterans Expressway, S.R. 589 Suncoast Parkway, and S.R. 570 Polk Parkway.

### **GENERAL GUIDELINES:**

No lane closure shall be performed on the Turnpike System without prior approval as dictated in the Lane Closure Policy, these guidelines, the PPM and/or the TPPPH. As noted in the Lane Closure Policy, all lane closures shall be submitted a minimum of 2 weeks in advance of the proposed closure and shall require a Traffic Control Plan (TCP). The TCP shall be submitted with the lane closure request and be subject to review and revisions as directed by the Department. Review of lane closure timeframes shall be in accordance with the Lane Closure Policy and shall also be evaluated against current and projected traffic volumes at the time of the proposed closure.

Generally, the Department considers multiple factors in evaluating the lane closure request, which typically includes a per lane volume threshold of 1,300 vehicles per hour, which may be lowered due to anticipated or planned events in the adjacent areas that may dictate a lower volume to reduce potential delays to customers and increase safety. As noted in the Lane Closure Policy, daytime and weekend lane closure requests are generally not desirable for the Turnpike and its customers, and therefore requests made for these periods must include sufficient justification of the need by the engineer of record (or requestor) and include current and projected traffic volumes anticipated at the time of closure, as well as detailed justification identifying the reasons that nighttime closures cannot be utilized for the proposed work. Current traffic volumes shall have been collected/obtained within the last calendar year (one year). Documentation needs to include current growth rates that were used along with the Peak Season Conversion Factors (PSCF).

The requesting party will be required to provide Portable Changeable Message Signs (PCMS) in advance of the planned closure activity and during the implementation of the TCP. The Department will review and approve or revise the message content required on all PCMS during the review and approval process for the requested closure. Typical message content will be as indicated in the attached.

Typical PCMS message content is intended to detail the time and location of the closure in advance, with closure information posted when the lane is physically closed to traffic. The examples provide advance notice and information during the closure as two separate message sets. The most frequently used message sets are provided for reference at the end of this document.

### ***SUBMITTING A LANE CLOSURE REQUEST***

ProjectSolve and LCIS are the current software used by the Turnpike (TPK) to process lane closure requests on the system.

ProjectSolve website: <https://workflowapps.pbid.com>

LCIS website: <https://lcis.dot.state.fl.us/>

Lane closure requests should be made using the process described in Table 1. The process is based on the type of lane closure request (Permit, TPK Design, TPK Roadway Maintenance, etc.).

Table 1: Lane Closure Request Process

Process Flow	Request Type & Responsible Party					
	Permit	TPK Design	TPK Roadway Maintenance	TPK Construction	TPK Tolls	FDOT Projects (non TPK)
<b>Step #1 Initial Information Developed</b>	Applicant Submits permit to TPK Permits Department	Design PM compiles initial information and develops NOW form.	Asset Maintenance contractor; OR TPK Structures Maintenance; OR TPK Roadway Maintenance	Contractor	Tolls Maintenance	District CEI or District Construction Staff
<b>Step #2 Entry into ProjectSolve or LCIS</b>	TPK Permits Department enters into ProjectSolve	TPK Materials (Pavement Cores)  EOR (Design Survey)	Contract Managers	CEI staff or Construction Project Manager	TPK Tolls Manager	TPK Permits Department
<b>Step #3 Review  (if notification submitted less than 2 weeks in advance)</b>	District Maintenance Engineer (DME) reviews/approves or provides comments	TPK Materials Engineer (Pavement Cores)	District Maintenance Engineer (DME)	District Construction Engineer	Tolls Construction Manager	District Maintenance Engineer (DME) reviews/approves or provides comments
<b>Step #4 Final Review  (applies to all lane closure requests)</b>	<ol style="list-style-type: none"> <li>1. TPK Traffic Operations</li> <li>2. TPK DTOE (if weekend, daytime, or ramp closure included)</li> <li>3. TPK Director of Operations (if weekend, daytime, or ramp closure included)</li> </ol>					

NOTE: Individual lane closure requests are required for the following:

- Bi-directional closure requests
- Multiple ramp closures
- Daytime and nighttime closures at the same locations for different activities

Detour plans and pacing operation plans are to be attached in the Lane Closure Request.

For all lane closures on the Turnpike System, notification via telephone **must be provided** to the Turnpike Regional Traffic Management Center (TMC) at the beginning (approximately one hour before implementation of each lane closure) and end of each lane closure activity. Contact information for the TMC is provided below:

Pompano TMC at (954) 934-1370: Mile Post 0 to Mile Post 99, SR-91 SPUR (MP 0x - 4x), and Sawgrass Expressway

Turkey Lake TMC at (407) 264-3363: Mile Post 100 to 309, including all Other Roadways except the Sawgrass Expressway

### **Holiday Lane Closures:**

As holiday traffic increases on the Florida's Turnpike, providing all possible travel lanes and toll plaza lanes increases customer satisfaction and safety; therefore, no daytime or nighttime lane closures will be permitted during the holidays listed in this section. Holidays are subject to the same restrictions as Daytime and Weekend lane closures.

A Holiday Calendar will be developed by Traffic Operations each year for coordination with other stakeholders within the Turnpike. This Holiday Calendar will be reviewed each year during the Annual Holiday Traffic Meeting. Please refer to Table 2 for the restricted holiday calendar dates. In addition, please refer to Table 3 for Special Event restrictions.

**Table 2: Holiday Calendar Restrictions between 2017 and 2020**

**Turnpike System-wide Holiday Lane Closure Restrictions\*\***

Holidays	2017		2018		2019		2020	
	Date	Day	Date	Day	Date	Day	Date	Day
<b>Martin Luther King Day</b>	16-Jan	Monday	15-Jan	Monday	21-Jan	Monday	20-Jan	Monday
Restriction Starts	13-Jan	Friday 6:00 AM	12-Jan	Friday 6:00 AM	18-Jan	Friday 6:00 AM	17-Jan	Friday 6:00 AM
Restriction Ends	16-Jan	Monday 10:00 PM	15-Jan	Monday 10:00 PM	21-Jan	Monday 10:00 PM	20-Jan	Monday 10:00 PM
<b>President's Day</b>	20-Feb	Monday	19-Feb	Monday	18-Feb	Monday	17-Feb	Monday
Restriction Starts	17-Feb	Friday 6:00 AM	16-Feb	Friday 6:00 AM	15-Feb	Friday 6:00 AM	14-Feb	Friday 6:00 AM
Restriction Ends	20-Feb	Monday 10:00 PM	19-Feb	Monday 10:00 PM	18-Feb	Monday 10:00 PM	17-Feb	Monday 10:00 PM
<b>Good Friday &amp; Easter</b>	16-Apr	Sunday	1-Apr	Sunday	21-Apr	Sunday	12-Apr	Sunday
Restriction Starts	14-Apr	Friday 6:00 AM	30-Mar	Friday 6:00 AM	19-Apr	Friday 6:00 AM	10-Apr	Friday 6:00 AM
Restriction Ends	16-Apr	Sunday 10:00 PM	1-Apr	Sunday 10:00 PM	21-Apr	Sunday 10:00 PM	12-Apr	Sunday 10:00 PM
<b>Memorial Day</b>	29-May	Monday	28-May	Monday	27-May	Monday	25-May	Monday
Restriction Starts	26-May	Friday 6:00 AM	25-May	Friday 6:00 AM	24-May	Friday 6:00 AM	22-May	Friday 6:00 AM
Restriction Ends	29-May	Monday 10:00 PM	28-May	Monday 10:00 PM	27-May	Monday 10:00 PM	25-May	Monday 10:00 PM
<b>Independence Day</b>	4-Jul	Tuesday 6:00 AM	4-Jul	Wednesday	4-Jul	Thursday	4-Jul	Saturday
Restriction Starts	30-Jun	Friday 6:00 AM	29-Jun	Friday 6:00 AM	3-Jul	Wednesday 6:00 AM	3-Jul	Friday 6:00 AM
Restriction Ends	4-Jul	Tuesday 10:00 PM	4-Jul	Wednesday 10:00 PM	7-Jul	Sunday 10:00 PM	5-Jul	Sunday 10:00 PM
<b>Labor Day</b>	4-Sep	Monday	3-Sep	Monday	2-Sep	Monday	7-Sep	Monday
Restriction Starts	1-Sep	Friday 6:00 AM	31-Aug	Friday 6:00 AM	30-Aug	Friday 6:00 AM	4-Sep	Friday 6:00 AM
Restriction Ends	4-Sep	Monday 10:00 PM	3-Sep	Monday 10:00 PM	2-Sep	Monday 10:00 PM	7-Sep	Monday 10:00 PM
<b>Veterans Day</b>	11-Nov	Saturday†	11-Nov	Sunday	11-Nov	Monday	11-Nov	Wednesday
Restriction Starts	10-Nov	Friday 6:00 AM	9-Nov	Friday 6:00 AM	8-Nov	Friday 6:00 AM	11-Nov	Wednesday 6:00 AM
Restriction Ends	12-Nov	Sunday 10:00 PM	11-Nov	Sunday 10:00 PM	11-Nov	Monday 10:00 PM	11-Nov	Wednesday 10:00 PM
<b>Thanksgiving Week</b>	23-Nov	Thursday	22-Nov	Thursday	28-Nov	Thursday	26-Nov	Thursday
Restriction Starts	22-Nov	Wednesday 6:00 AM	21-Nov	Wednesday 6:00 AM	27-Nov	Wednesday 6:00 AM	25-Nov	Wednesday 6:00 AM
Restriction Ends	27-Nov	Monday 10:00 PM	26-Nov	Monday 10:00 PM	2-Dec	Monday 10:00 PM	30-Nov	Monday 10:00 PM
<b>Christmas Day &amp; New Year's Day Period</b>	25-Dec / 1-Jan	Monday	25-Dec / 1-Jan	Tuesday	25-Dec / 1-Jan	Wednesday	25-Dec / 1-Jan	Friday
Restriction Starts	22-Dec	Friday 6:00 AM	21-Dec	Friday 6:00 AM	20-Dec	Friday 6:00 AM	18-Dec	Friday 6:00 AM
Restriction Ends	7-Jan (2018)	Sunday 10:00 PM	6-Jan (2019)	Sunday 10:00 PM	5-Jan (2020)	Sunday 10:00 PM	3-Jan (2021)	Sunday 10:00 PM

† Holiday Observance on Friday.

\* Holiday Observance on Monday.

\*\* Subject to change based on review.

**Table 3: Special Event Restrictions between 2017 and 2018**

**Special Events Lane Closure Restrictions\***

Special Events	2017		2018		Locations Impacted
	Date	Day	Date	Day	
<b>Daytona 500</b>	26-Feb	Sunday	26-Feb	Monday	SR 417
Restriction Starts	24-Feb	Friday (6:00 AM)	23-Feb	Friday (6:00 AM)	Seminole Expressway
Restriction Ends	27-Feb	Monday (10:00 PM)	26-Feb	Monday (10:00 PM)	
<b>Bike Week</b>	March 10-19	Friday - Sunday	March 09 - March 18	Friday - Sunday	SR 417
<b>Okeechobee, CO, Festival</b>	March 2-5	Thursday - Sunday	March 1-4	Thursday - Sunday	SR 91
Restriction Starts	2-Mar	Thursday (6:00 AM)	1-Mar	Thursday (6:00 AM)	Mainline Exit 193
Restriction Ends	6-Mar	Monday (12:00 AM)	5-Mar	Monday (12:00 AM)	
<b>Homestead-Miami Speedway Races</b>	November 17-19	Friday - Sunday	November 16-18	Friday - Sunday	SR 821/SR 91
Restriction Starts	17-Nov	Friday (6:00 AM)	16-Nov	Friday (6:00 AM)	SR 821
Restriction Ends	20-Nov	Monday (12:00 AM)	19-Nov	Monday (12:00 AM)	MP 0-MP47 SR 91 MP 47-MP 100

\* Subject to change based on review.

Note: Information for additional special events impacting specific regions of the Turnpike system will be provided by FTE PIO.



## FREQUENTLY USED PCMS MESSAGES

### PCMS Display Prior to Closure

### PCMS Display During Closure

Type of Closure	Message 1	Message 2	Message 1	Message 2
<b>Mainline Full Closures</b>	TPK TO CLOSE AT RD NAME	MMM DD- MMM DD XXPM-XAM	*TURNPIKE CLOSED AHEAD	FOLLOW DETOUR XXPM-XAM
<b>Full Ramp Closures</b>	**RAMP TO CLOSE XXPM-XAM	MMM DD- MMM DD	**RAMP CLOSED XXPM-XAM	FOLLOW DETOUR
<b>Ramp Lane Closures</b>	**RAMP TO CLOSE XXPM-XAM	MMM DD- MMM DD	**RAMP (RT or LT) LANE CLOSED	FOLLOW DETOUR XXPM-XAM
<b>Lane Closures</b>	NIGHTLY LANE(S) CLOSURES	MMM DD- MMM DD XXPM-XAM	LANE(S) CLOSED AHEAD	WORKERS PRESENT
<b>Toll Closures</b>	SUNPASS LANE(S) TO CLOSE	MMM DD- MMM DD XXPM-XAM	SUNPASS LANE(S) CLOSED	USE CASH LANE(S)
			NO CASH	DO NOT STOP

**NOTES:**

1. \* TURNPIKE can be replaced with the facility name or SR #.
2. \*\* RAMP can be replaced with the EXIT # or NAME.
3. Date should be in the MMM DD format (Ex: FEB 23).
4. Messages are subject to change based on field conditions and review.

**APPENDIX "E"**

**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**

**APPENDIX "F"**

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: **(Notary Stamp)** (Signature)

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**



## APPENDIX "G"

### SELECTION PROCESS

#### RAPID INCIDENT SCENE CLEARANCE PROGRAM

RISC Towing Program applications will be reviewed and assessed according to the following criteria:

#### Presenting the Proposal Package

A proposal must be submitted for each segment.

To construct the Proposal Package:

- use 8½" x 11" paper, plus up to four (4) larger foldout pages.
- use a type size of twelve (12) point or larger of Times New Roman font.
- use margins no less than 1" at top and 1/2" at bottom and sides.
- the entire Proposal Package is limited to a maximum of **thirty-five (35)** one-sided pages, including the Technical Proposal and Exhibit C: RISC Application Form. Contractual Services forms, package bindings and covers are excluded from the thirty-five-page count. Note that the entire Technical Proposal is limited to a maximum of **fifteen one-sided total pages**. The Technical Proposal is to address only the eleven (11) points listed below in the Criteria for Evaluation. Sequentially number all pages. A page with information on both sides is considered two pages.
- 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 if used, they will be acceptable in their existing form.
- include all relevant material for each section following the appropriate sections; do not include any appendices, exhibits, resumes, or information in any form other than with the Section appropriate for that information.
- in the language of the Technical Proposal, do not use ambiguous words such as may, might, should, etc.; use only definitive statements of what the Proposer will or will not accomplish.
- One original and four hard copies are to be provided. Also, provide the Technical Proposal in **electronic format** on a flash drive, CD or DVD. Acceptable formats include **Microsoft Word, and Adobe PDF**.
- **Do NOT include a copy of the RFP or any addendum(s) associated with the RFP. (All addenda must be acknowledged on Form 6, Addenda Acknowledgement Form).**

#### Proposal Evaluation

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

The Procurement Office will distribute to each member of the Technical Review Committee a copy of each technical proposal. The Technical Review team 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 Contractor. Proposing firms receiving an Average Technical Score of less than 70 will be deemed non-responsive and will be eliminated from further consideration.

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. There are no oral presentations for this contract.

**Criteria for Evaluation**

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

**Technical Proposal (100 Points)**

Technical evaluation is the process of reviewing the Proposer's Executive Summary, Management Plan, Technical Plan and Work Plan for Proposer's understanding of the project, qualifications, approach and capabilities, to assure a quality product.

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

**Point Value**

<b>Proposed Written Operations Plan – 65 Points</b>	
<b>Section</b>	<b>Max Points Attainable</b>
1. Business Philosophy and Understanding of Program	<b>05</b>
2. Incident Management Approach	<b>10</b>
3. Past Performance	<b>25</b>
4. Quality Management Plan	<b>05</b>
5. Safety and MOT Plan	<b>10</b>
6. Management Team	<b>05</b>
7. Express Lanes Management	<b>05</b>
<b>Training and Equipment – 20 Points</b>	
<b>Section</b>	<b>Max Points Attainable</b>
8. Personnel Experience, Training & Certifications	<b>10</b>
9. Equipment Capabilities & Quality Assurance	<b>10</b>
<b>Facility – 15 Points</b>	
<b>Section</b>	<b>Max Points Attainable</b>
10. Facility Location (based on driving distance)	<b>10</b>
11. Facility Capabilities (based on Turnpike inspection)	<b>05</b>
<b>TOTAL</b>	<b>100</b>

## **INSTRUCTIONAL NARRATIVE FOR CRITERIA FOR EVALUATION**

### **Proposed Written Operations Plan**

**Business Philosophy and Understanding of Program** – Provide company philosophy and general business approaches. Demonstrate a total understanding of the expectations and responsibilities required to meet Rapid Incident Scene Clearance (RISC) goals and Turnpike safe, quick clearance goals. This can be presented in an Executive Summary format.

**Incident Management Approach** – Describe the approach and methods that will be implemented when responding to dispatched emergency-type incidents and events. Describe plans for managing key aspects of dealing with such events. The Contractor shall provide a narrative explaining the Contractor's understanding of the RISC program, and outlining the Contractor's approach to meeting the program requirements, including the following:

- Meeting contractual response times
- Proposed quantity, assignment and availability of equipment and operators
- Understanding of the Contract
- Demonstrate a total understanding of quick clearance concepts
- Meeting contractual clearance times
- Any innovations the Contractor is proposing

**Past Performance** –Present, explain, and describe any form of past performance evaluations, accolades, or results achieved on Florida Department of Transportation (Department) RISC contracts or other heavy-duty specialty tow contracts, as well as on relevant non-Department contracts with other agencies, states, or counties. The focus of this Section should be on presenting and describing performance ratings, evaluations, and results, not on experience gained.

For all contract-related past performance, provide the contract number, general scope, and a summary of performance results for each contract. Performance results shall include, at a minimum, actual performance ratings and associated evaluations, information regarding any deductions from payment due to failure to meet contract performance measures, and if any contract was terminated early and the reasons for termination. If there is prior experience and history working with the Department on RISC contracts, provide all RISC results for at least the last two years along with relevant narrative concerning the performance statistics and results. The Contractor should provide two examples of effective and successful incident response and clearance events, and why they were successful. The Contractor should also provide two examples of ineffective and/or failed incident response and clearance events, and why they were unsuccessful. For non-Department contracts, provide contact information, including telephone numbers and email addresses, to allow the Department to verify past performance claims.

**Quality Management Plan** - Explain the approach, capabilities and means to be used to accomplish the tasks in the RISC Scope of Services and Specifications, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed. The Quality Management Plan will consist of two separate but equally important parts identified as Quality Assurance and Quality Control. The Contractor should detail their intended process to provide self-performed reviews and performance improvement plans, and how poor performance results will be addressed and corrected. The Contractor should explain their accountability for RISC program performance and response to program failures.

**Safety & MOT Plan** - Describe Contractor's safety plan as it relates to maintenance of incident scene safety, outlining the approach, methods and procedures to be followed to conduct work activities in a manner that protects the workers, responders, Department personnel and the general public. Provide and explain maintenance of traffic plans detailing the approach and implementation necessary to assure the safe movement of traffic through the Turnpike traffic lanes.

**Management Team** – The Management Team plan shall identify the Contractor's various staffing levels, including key managerial and supervisory personnel as well as office location and operational capabilities, for each area of the work as described in the Scope of Services. It shall clearly describe the functions and responsibilities of each staff member listed and of any subcontractor and include their qualifications and experience relative to the tasks to be performed. Subcontractors qualifications will be subject to Proposal review and scoring. The Management Team plan should identify both full and part time staff as required to complete the services as well as each individual's availability for the duration of the Contract.

An Organizational chart shall be provided to define the lines of communications and the responsibilities of Personnel and Subcontractor:

- 1) Contractor's Project Manager
- 2) Contractor's employee or employees responsible for direct oversight of all roadway operations.

For personnel in support positions, provide the individual's experience with respect to oversight and approval of work, as required in the Scope of Services. All proposed personnel identified and assigned to the Contract will be evaluated as part of the selection process and as such must be available for the duration of the assignment as described in the Proposal.

**Express Lanes Management** – Provide an operations plan which explains the approach and methods to be used in responding to and providing safe, quick clearance efforts within Florida's Turnpike Express Lanes corridors.

### **Training and Equipment**

**Personnel Experience, Training & Certifications** - The Proposing Contractor should describe how quality personnel will be obtained, trained, certified and retained, as well as the type of quality processes that will be incorporated into the everyday operations to ensure and sustain efficient training and service. Provide descriptive overview of employee training and certification.

**Equipment Capabilities & Quality Assurance** - The Proposing Contractor should describe the equipment fleet size and condition, and how it will be appropriate for the RISC project. The Contractor should also describe the vehicle and required equipment maintenance program, replacement plan, and the daily inspection process of vehicles and equipment. Provide a descriptive overview listing of fleet.

### **Facilities**

**Facility Location** -The Proposing Contractor should relate how the distance, in driving miles that the responding facility is from the nearest Turnpike mile post of the segment will be beneficial in

meeting the stated arrival goals of this contract. Note that distance in driving miles from response facility to Turnpike milepost of segment is a qualifying factor in the scoring.

**Facility Capabilities** - The Proposing Contractor should relate how the condition and adequacy of their facilities are appropriate for the RISC Program and how they will be utilized to meet the requirements of the RISC Program for that segment. The Contractor should detail their intended communication plan to provide seamless operations and performance for 24-hour, 7-days-a-week service for that segment. Note that the Contractor's facility will be inspected during the evaluation period to determine if it meets specified factors as required by the RISC contract.



# Rapid Incident Scene Clearance Program

## Historic Activations by Segment

### Appendix “H”

To assist prospective vendors in gauging the activity in each sector, the table below quantifies RISC activations for the period of January 1, 2015 through December 31, 2018.

FTE is providing this data for informational purposes only. There is no guarantee of the minimum quantity of activations for a segment.

DESCRIPTION	SEGMENT	MILEPOST	2015	2016	2017	2018
Florida’s Turnpike Homestead Extension (SR821)	1	(MP 0 – MP 43)	4	11	13	13
Florida’s Turnpike Homestead Extension (SR821) Florida’s Turnpike (SR91) Sawgrass Expressway (SR869)	2	(MP 43 – MP 75) (SPUR 0X – 3.34X) (MP 0 – 22.5)	14	18	13	16
Florida’s Turnpike (SR91)	3	(MP 75 – MP 116)	9	16	12	21
Florida’s Turnpike (SR91)	4	(MP 116 – MP 152)	7	10	5	13
Florida’s Turnpike (SR91)	5	(MP 152 – MP 193)	6	8	17	10
Florida’s Turnpike (SR91)	6	(MP 193 – MP 229)	5	4	14	11
Florida’s Turnpike (SR91) East-West Expressway (SR408) Beachline Expwy (SR528) Southern Connector Extension (SR417) Seminole Expwy (SR417)	7	(MP 229 – MP 267) (MP 0 – MP 1.4) (MP 0 – MP 8) (MP 0 – MP 6) (MP 37 – MP 55)	13	14	36	29
Western Beltway Express (SR429) Florida’s Turnpike (SR 91)	8	(MP 0 – MP 11) (MP 267– MP 308)	10	10	16	19
Polk Parkway (SR570)	9	(MP 0 – MP 24)	1	1	1	1
Veterans Expressway (SR589) Veterans Spur (SR568) Suncoast Parkway (SR589)	10	(MP 2.2 – MP 13) (MP 0 – MP 3) (MP 13 – MP 55)	1	2	1	1
<b>TOTAL</b>			<b>70</b>	<b>94</b>	<b>128</b>	<b>134</b>

**Florida Department of Transportation  
Roadway Incident Scene Clearance (RISC)  
Contractors Invoice**

Company Name:	Invoice No.:
Address:	Date of Invoice:
Project Description: RAPID INCIDENT SCENE CLEARANCE	SUBMITTED BY: (signature)
Date of Incident:	Location of Incident:
Contract No:	Financial Project No:

Quantity	Description	Unit Price/ Rate	Total Amount
1	ARRIVAL INCENTIVE (0-45 Minutes)	\$1,000.00	\$
1	ARRIVAL INCENTIVE (46-60 Minutes)	\$500.00	\$
1	CLEARANCE INCENTIVE (0-30 Minutes)	\$4,500.00	\$
1	CLEARANCE INCENTIVE (31-45 Minutes)	\$4,000.00	\$
1	CLEARANCE INCENTIVE (46-60 Minutes)	\$3,500.00	\$
1	CLEARANCE INCENTIVE (61-90 Minutes)	\$3,000.00	\$
1	EXPRESS LANE INCENTIVE	\$1,000.00	\$
	<b>INVOICE TOTAL</b>		

1 <sup>st</sup> Wrecker	Contractor: Yes / No	Sub-Contractor: Yes / No
2 <sup>nd</sup> Wrecker	Contractor: Yes / No	Sub-Contractor: Yes / No
Support Vehicle	Contractor: Yes / No	Sub-Contractor: Yes / No
Additional Equipment	Contractor: Yes / No	Sub-Contractor: Yes / No

Contract Manager Signature: \_\_\_\_\_

Approve: \_\_\_\_\_ Reject: \_\_\_\_\_

<b>OFFICAL USE ONLY</b>	
Turnpike RISC #: _____	Activation Time: _____ (AM/PM)
1 <sup>st</sup> Wrecker Arrival: _____ (AM/PM)	Minutes: _____
2 <sup>nd</sup> Wrecker Arrival: _____ (AM/PM)	Minutes: _____
Support Vehicle Arrival: _____ (AM/PM)	Minutes: _____
NTP: _____ (AM/PM)	Clearance Time: _____ (AM/PM)
	Minutes: _____

# Appendix "J"

## On-Site Review

DOT-RFP-20-8005-WS  
FPIN: 416416-1-72

Name of Company: \_\_\_\_\_

Location of On-Site Review: \_\_\_\_\_

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

Inspector: \_\_\_\_\_

Item #	Item	Yes (1 Point)	No (0 Point)
1	Mechanic workshop area on-site. Maintenance records and daily inspection form		
2	Storage yard secured by six (6) foot or high commercial-grade fence. Outside storage area is a paved or gravel lot		
3	Completely enclosed and permanent structure inside storage		
4	Separate communication/dispatch center with driver redundancy communication		
5	Additional 400 pounds or 100 gallons of oil dry or approved absorbent available for ready deployment		
	<b>TOTAL</b>		

Driving miles from response facility to the nearest Turnpike milepost of segment: \_\_\_\_\_





**EXHIBIT "B"**

**METHOD OF COMPENSATION**

**DOT-RFP-20-8005-WS**

**RAPID INCIDENT SCENE CLEARANCE  
FOR  
FLORIDA'S TURNPIKE ENTERPRISE**

**416416-1-72**

**EXHIBIT “B”**

**METHOD OF COMPENSATION**

**RAPID INCIDENT SCENE CLEARANCE  
FOR  
FLORIDA’S TURNPIKE ENTERPRISE**

**1. BILLING VEHICLE OWNERS**

The Vendor agrees to seek compensation for actual vehicle recovery and towing services (“RISC services”) performed pursuant to this Contract solely from the owner of the vehicle or their insurance provider. The Vendor agrees that no claim for compensation will be made against the Florida Department of Transportation, Florida’s Turnpike Enterprise (hereinafter “Turnpike” or “Department”), the Florida Highway Patrol (“FHP”), local law enforcement, or their employees or agents for any RISC services performed under this Contract.

**2. PERFORMANCE PAYMENTS**

The Vendor will be eligible for incentive payment(s) under paragraphs: 2.1, 2.2, and/or 2.3, provided certain requirements are met.

- 2.1 **MOBILIZATION INCENTIVE PAYMENT:** To qualify for the Mobilization Incentive Payment, the Vendor must arrive to the incident location within **sixty (60) minutes** (or such other time period as determined by the Department) of a RISC activation request. The time frame described herein shall commence when the TMC first attempts to contact the Vendor to request activation of RISC services to respond to an incident.

For purposes of this Contract, “arrive” shall mean and refer to the time in which the Vendor arrives to the incident location with all equipment and materials specified in Appendix “C,” including, but not limited to, the two Recovery Wreckers and Recovery Support Vehicle described therein, as well as any other vehicles and/or equipment the Department and/or FHP determines is needed to safely and properly clear the incident location.

If the Vendor fails to arrive to the incident location within the time frame described herein, then the Vendor shall not be eligible to receive the Mobilization Incentive Payment associated with the incident unless the Department determines, at its sole discretion, that the Vendor’s failure was the result of circumstances beyond the Vendor’s control.

The Department agrees to pay the Mobilization Incentive Payment per the following schedule:

<b>Vendor’s Arrival Time</b>	<b>Payment</b>
<b>0 – 45 Minutes</b>	<b>\$ 1,000.00</b>
<b>46 – 60 Minutes</b>	<b>\$ 500.00</b>
<b>61 – 90 Minutes</b>	<b>\$ 0.00</b> <b>Vendor may be eligible for Clearance Payment Incentive</b>
<b>Over 90 Minutes</b>	<b>\$ 0.00</b> <b>Vendor not eligible for Clearance Payment Incentive</b>

In the event RISC services are not necessary, or another firm hired or engaged by the vehicle owner is authorized by FHP, local law enforcement, and/or the Turnpike to perform RISC services, the Vendor is eligible only for performance payments provided under this paragraph, 2.1.

- 2.2 CLEARANCE INCENTIVE PAYMENT: To qualify for the Clearance Incentive Payment, the Vendor must remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes, and all affected travel lanes must be reopened to traffic, **within ninety (90) minutes** of issuance of the NTP.

Should Fire Rescue, FHP, local law enforcement or the Department instruct the Vendor to halt RISC operations at the incident location, the Vendor may still be eligible to receive the Clearance Incentive payment. The Vendor shall notify the TMC, and record in an incident log, the time for each of the following events:

- a. The time RISC operations at the incident location are halted.
- b. The reason(s) RISC operations at the incident location are halted.
- c. The time RISC operations at the incident location are resumed.

Work stoppage time will be reviewed by the Department, and the Department may, at its discretion, subtract such stoppage time from the Vendor’s Clearance Time.

If the Vendor fails to remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes, and all affected travel lanes are not reopened to traffic, within the ninety (90) minute time frame described herein, then the Vendor shall not be eligible to receive the Clearance Incentive Payment associated with the incident unless the Department determines, at its sole discretion, that the Vendor’s failure was the result of circumstances beyond the Vendor’s control.

The Department agrees to pay the Clearance Incentive payment per the following schedule:

<b>Vendor’s Clearance Time</b>	<b>Payment</b>
<b>0 – 30 Minutes</b>	<b>\$ 4,500.00</b>
<b>31 – 45 Minutes</b>	<b>\$ 4,000.00</b>
<b>46 – 60 Minutes</b>	<b>\$ 3,500.00</b>
<b>61 – 90 Minutes</b>	<b>\$ 3,000.00</b>
<b>Over 90 Minutes</b>	<b>\$ 0.00</b> <b>Vendor remains eligible for Mobilization Incentive Payment</b>
<b>Over 180 Minutes</b>	<ul style="list-style-type: none"> <li>• <b>Eligibility for Mobilization Incentive Payment to be determined at Department’s discretion</b></li> <li>• <b>Vendor liable for Liquidated Damages (Paragraph 3)</b></li> </ul>

- 2.3 EXPRESS LANE INCENTIVE PAYMENT: The Vendor may be eligible to receive a flat rate Express Lane Incentive Payment of **\$1,000.00** for an incident, provided that the requirements of this paragraph are met. To qualify for the Express Lane Incentive Payment:

- a. For an incident located on an Express Lane and/or on the paved shoulder(s) of an Express Lane:
  - 1. The Vendor must remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from the affected Express Lanes and the paved shoulder(s) of

the Express Lanes, and all affected Express Lanes must be reopened to traffic, **within ninety (90) minutes** of a RISC activation request.

- b. For an incident that is not located on an Express Lane or the paved shoulder(s) of an Express Lane, but is located on a travel lane immediately adjacent to an Express Lane:
  1. The Vendor must remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from the affected travel lanes, the travel lane's paved shoulder(s), and the Department's non-paved right-of-way, and the affected travel lanes must be reopened to traffic, **within ninety (90) minutes** of a RISC activation request.

The ninety (90) minute time frame described herein commences when the TMC first attempts to contact the Vendor to request activation of RISC services to respond to an incident. **No additional time will be allocated for issuance of NTP, work stoppages, or any other occurrence.**

The Express Lane Incentive Payment is in addition to the payment incentives described in paragraphs 2.1 and 2.2, above.

- 2.4 The TMC is the primary timekeeper for all RISC activities performed under this Contract. Other agency communication centers, such as the FHP Regional Communications Center or any applicable local law enforcement agency communication center, may also note all times as related to the RISC activities performed under this Contract.

The following times, as documented and recorded by the TMC, will be used by the Department when reviewing a request for incentive payment(s) described herein:

- a. The time the TMC requests the Vendor to activate RISC services to respond to an incident.
  - b. The time the Vendor confirms to the TMC that RISC services have been activated to respond to the incident.
  - c. The time the Vendor is in route to the incident location.
  - d. The time the Vendor arrives to the incident location.
  - e. The time NTP is issued to the Vendor.
  - f. The time RISC operations at the incident location are halted (if applicable).
  - g. The time RISC operations at the incident location are resumed (if applicable).
  - h. The time all travel lanes have been cleared.
  - i. The time all travel lanes have been reopened to traffic.
  - j. The time all shoulder/non-paved right-of-way area(s) cleared
- 2.5 Failure by the Vendor to comply with any term, condition, or specification set forth in this Contract shall constitute a breach of hereof, and the Vendor may, at the Department's discretion, be disqualified from receiving incentive payments, or portions thereof, associated with the incident. Grounds for such disqualification include, but are not limited to, failure to wear or utilize appropriate personal protective equipment, failure to respond to an incident with required equipment, failure of equipment utilized at the incident location, use defective materials at the incident location, and/or utilizing non-Turnpike approved sub-vendors. Three (3) or more failures by the Vendor to comply with any term, condition, or specification set forth in this Contract shall constitute sufficient grounds for immediate termination of this Contract by the Department.

### **3. LIQUIDATED DAMAGES**

- 3.1 If the Vendor fails to remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes at the incident location within one-hundred and eighty (180) minutes of issuance of the NTP, then a flat rate of **\$1,200.00** may be assessed for each failure against the Vendor at the discretion of the Department. The Department may also, at its discretion, assess an additional **\$20.00** against the Vendor for each additional minute over the above-referenced one-hundred and eighty (180) minutes it takes the Vendor to remove and clear all incident scene vehicle, cargo, debris, and non-hazardous vehicle fluids from all affected travel lanes.
- 3.2 The provisions set forth in paragraph 3.1, above, shall not apply to incidents involving:
- a. Vehicles hauling a Hazardous Material cargo that, by direction of the Law Enforcement, Fire/Rescue and/or the Department or the Department's designee, require special precautions to safely perform services under this Contract.
  - b. Damage to the roadway infrastructure that prohibits the reopening of all affected travel lanes, as determined by the Department or the Department's designee.

### **4. BILLING**

The Vendor shall invoice the Department for applicable incentive payments described herein. Invoices submitted by the Vendor to the Department shall include the Contract number, identify the location where services were authorized to be performed, detail the services to be compensated, and reference the incentive payment(s) sought by the Vendor. The Vendor shall also submit with its invoice all photographs of the incident for which the Vendor is seeking incentive payment(s). If the Vendor fails to provide any of the requisite information and/or documentation (including photographs) with its invoice, then the Contract may, at the Department's discretion, be disqualified from receiving any incentive payments associated with the incident.

### **5. CUSTOMER INVOICES**

The Vendor shall, upon request by the Department, provide the Department with copies of any invoice issued to a vehicle owner and/or a vehicle owner's insurance provider for actual vehicle recovery and towing services performed by the Vendor.

**FLORIDA DEPARTMENT OF  
TRANSPORTATION**



**EXHIBIT "C"  
APPLICATION FORM**

**DOT-RFP-20-8005-WS**

**RAPID INCIDENT SCENE CLEARANCE  
FOR  
FLORIDA'S TURNPIKE ENTERPRISE**

**416416-1-72**

**EXHIBIT "C"**

**EXHIBIT “C”  
 RAPID INCIDENT SCENE CLEARANCE  
 APPLICATION FORM**

*Print or type. Include additional sheets if necessary or required.*

Check the box to indicate the Turnpike segment your firm is submitting a proposal on.  
 One Application Form per Segment

DESCRIPTION	SEGMENT	MILEPOST	Check Segment
Florida’s Turnpike Extension (SR821)	<b>1</b>	(MP 0 – MP 43)	<input type="checkbox"/>
Driving Miles from Response Facility to Nearest Turnpike Mile Post of Segment: <i>Round mileage to nearest whole mile</i>			
Florida’s Turnpike (SR91) Florida’s Turnpike Spur (SR91) Sawgrass Expressway (SR869)	<b>2</b>	(MP 43 – MP 75) (MP 0X – 3.34X) (MP 0 – 22.5)	<input type="checkbox"/>
Driving Miles from Response Facility to Nearest Turnpike Mile Post of Segment: <i>Round mileage to nearest whole mile</i>			
Florida’s Turnpike (SR91)	<b>3</b>	(MP 75 – MP 116)	<input type="checkbox"/>
Driving Miles from Response Facility to Nearest Turnpike Mile Post of Segment: <i>Round mileage to nearest whole mile</i>			
Florida’s Turnpike (SR91)	<b>4</b>	(MP 116 – MP 152)	<input type="checkbox"/>
Driving Miles from Response Facility to Nearest Turnpike Mile Post of Segment: <i>Round mileage to nearest whole mile</i>			
Florida’s Turnpike (SR91)	<b>5</b>	(MP 152 – MP 193)	<input type="checkbox"/>
Driving Miles from Response Facility to Nearest Turnpike Mile Post of Segment: <i>Round mileage to nearest whole mile</i>			
Florida’s Turnpike (SR91)	<b>6</b>	(MP 193 – MP 229)	<input type="checkbox"/>
Driving Miles from Response Facility to Nearest Turnpike Mile Post of Segment: <i>Round mileage to nearest whole mile</i>			
Florida’s Turnpike (SR91) East-West Expressway (SR408) Beachline Expressway (SR528) Southern Connector Extension (SR417) Seminole Expressway (SR417)	<b>7</b>	(MP 229 – MP 267) (MP 0 – MP 1.4) (MP 0 – MP 8) (MP 0 – MP 6) (MP 37 – MP 55)	<input type="checkbox"/>
Driving Miles from Response Facility to Nearest Turnpike Mile Post of Segment: <i>Round mileage to nearest whole mile</i>			

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

Western Beltway Express (SR429) Florida's Turnpike (SR 91)	<b>8</b>	(MP 0 – MP 11) (MP 267– MP 308)	<input type="checkbox"/>
Driving Miles from Response Facility to Nearest Turnpike Mile Post of Segment: <i>Round mileage to nearest whole mile</i>			
Polk Parkway (SR570)	<b>9</b>	(MP 0 – MP 24)	<input type="checkbox"/>
Driving Miles from Response Facility to Nearest Turnpike Mile Post of Segment: <i>Round mileage to nearest whole mile</i>			
Veterans Expressway (SR589) Veterans Spur (SR568) Suncoast Parkway (SR589)	<b>10</b>	(MP 2.2 – MP 13) (MP 0 – MP 3) (MP 13 – MP 55)	<input type="checkbox"/>
Driving Miles from Response Facility to Nearest Turnpike Mile Post of Segment: <i>Round mileage to nearest whole mile</i>			

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

Business address: \_\_\_\_\_

Business Telephone No.: \_\_\_\_\_

Fax Telephone No.: \_\_\_\_\_

24-hour Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Please check the appropriate space:

Sole Proprietorship                       Partnership  
 Joint Venture                                       Corporation

State of Florida Registration Number: \_\_\_\_\_

Years this Vendor has been in the Towing and Recovery Business: \_\_\_\_\_ years.

Names of ultimate equitable Owner/Owners and Officers:

_____	Years' Experience in towing industry ____
_____	Years' Experience in towing industry ____
_____	Years' Experience in towing industry ____
_____	Years' Experience in towing industry ____

Date the Vendor began operating under this name: \_\_\_\_\_

Locations (City/County): \_\_\_\_\_

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



**EXHIBIT "C"**  
**RAPID INCIDENT SCENE CLEARANCE**  
**APPLICATION FORM**

**Garage or Tow Yard**

*Complete this form for each garage or tow yard*

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Does the applicant own or lease the business buildings and/or adjoining land at each of these sites?

Please explain: \_\_\_\_\_

If leased, provide the owners name and address and term of the lease:

Owner's Name: \_\_\_\_\_ Term of lease(s): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Indicate dates leases expire. \_\_\_\_\_ Is there an option to renew? \_\_\_\_\_

How long has the garage or tow yard been operating at this location? \_\_\_\_\_

Size of garage: \_\_\_\_\_

List hours of Operation for the:

Garage \_\_\_\_\_ to \_\_\_\_\_ Tow Yard office \_\_\_\_\_ to \_\_\_\_\_

Name of business if the garage is used as a vehicle repair business. \_\_\_\_\_

Number of mechanics: \_\_\_\_\_

Size of secure storage yard \_\_\_\_\_ Is it fenced? \_\_\_\_\_

List the types of additional security arrangements or elements utilized

\_\_\_\_\_

Indicate the closest accessible mile post of the segment you've checked above and the route to be taken from your facility: \_\_\_\_\_

Travel time for a Recovery Truck to the accessible point: Day \_\_\_\_\_ Night \_\_\_\_\_

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

**EXHIBIT "C"**  
**RAPID INCIDENT SCENE CLEARANCE**  
**APPLICATION FORM**

**Wreckers and Equipment**

List on the following page, each of the Recovery Trucks that will be used to qualify for this Contract with the following detailed information:

**TRUCK CHASSIS:**

1. Make and model and year
2. VIN
3. GVW, Wheel base, Number of axles
4. Engine make, horsepower and torque output
5. Details of driveline
6. Push Bumper (Yes or No)

**RECOVERY WRECKER:**

1. Wrecker and body manufacturer and model
2. Winch capacity
3. Boom capacity and reach
4. Under-lift capacity and reach

Refer to Attachment "C," Equipment and Vehicle Requirements

**Description of Recovery Wrecker Equipment**

**Wrecker Unit #1**

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**Wrecker Unit #2**

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**Wrecker Unit #3 (optional)**

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**Additional Trucks and Heavy Equipment**

List with a detailed description all additional Vendor-owned or leased equipment that is required for this Contract (including Support Vehicle).

(See the listed equipment requirements)

**For each piece of equipment indicate: Make, Model, Capacity, Year, Serial Number or Vin**

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**Unit #1**

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**Unit #2**

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## Additional Trucks and Heavy Equipment

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**Unit #3**

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**Unit #4**

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**Unit #5**

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**Unit #6**

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**Subcontractor Equipment and Service Providers**

List your subcontracted service providers with which agreements exist to respond to the Turnpike on a 24-hour basis as required by this Contract.

**Indicate company name, address, phone, type of equipment and location the equipment will be deployed from:**

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**Provider #1**

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**Provider #2**

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**Provider #3**

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**Use additional sheets as needed**

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

**Staff Qualifications and Experience**

**List all operators including owners**

**NOTE: This information will be used to qualify the Vendor and if needed, for background and security checks. Please indicate if in training.**

<b>Full Name</b>	<b>CDL Type and License number</b>	<b>State of Issue</b>	<b>Date of birth</b>	<b>Date of hire</b>

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

### Staff Qualifications and Experience

Full Name	Certification Type	State of Issue	Date Issued	Expiration Date

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

**Past Completed Projects**

**List past completed projects with date, location and entity served**

<b>Project Name</b>	<b>Date(s)</b>	<b>Location</b>	<b>Entity Served</b>	<b>Completed Successfully?</b>

**Use additional sheet as needed**

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