

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



RFP-DOT-18/19-8002-WS

SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES

FLORIDA'S TURNPIKE ENTERPRISE

426895-1-72-07

ADVERTISEMENT

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

Sealed Proposal Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Tuesday, September 25, 2018** for the following project:

RFP-DOT-18/19-8002-WS SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES FOR FLORIDA'S TURNPIKE ENTERPRISE

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

Vendor Requirements

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.

Background and Experience

The prospective Vendor shall provide descriptions of:

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

As part of the description, 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 STARR 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. When service vehicles are not required to be positioned at the service plazas or other Turnpike facilities, they may respond from the this location.

The location of the Vendor's yard /office and storage facility is a qualifying factor for award of a STARR Contract.

Storage Facility Features

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

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

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

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

Management and Staffing

Tow Operator Competency and Certification

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

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

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

Tow Operator Qualifications

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.
- Provide a current FDLE background check.
 - FDLE background checks with criminal history are subject to FHP review and recommendation.
 - The Vendor shall notify FTE immediately of any known changes to FDLE background or Driver License status for any tow operator.
- Tow Operator participation in the program is dependent upon compliance with FHP wrecker rules and policies.
- Be a legal resident and approved to work in the United States.

Tow Operators shall also:

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

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

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

Training

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

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

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

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

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

Fees and expenses associated with training/certification and training updates/recertification are the responsibility of the Vendor i.e. travel, lodging, etc.

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

The Department will review carefully to determine if the Vendor is responsive, responsible, and qualified in the area of work contemplated by this Contract.

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.

For services contracts, all 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.

For authorization, contact:

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

For services contracts, all Bidders, Proposers, and Respondents must be properly licensed if the business being provided requires that individuals be licensed by the FL Department of Business and Professional Regulation.

For licensing, contact:

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

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 seventy-two (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:

Effective July 1, 2018, through June 30, 2019, in accordance with House Bill 5003, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will be seven-tenths of one percent (0.7 percent) 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 215.4725, 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 section 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-BID CONFERENCE: The Department will convene a **MANDATORY PRE-PROPOSAL MEETING** for this Request for Proposal (RFP) on Wednesday, September 5, 2018 at 10:30 a.m. in two (2) locations. The meeting will be in Room 1176, 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, Rooms 3136 & 3137, Ocoee, Florida 34761, (407) 532-3999.

FAILURE OF A BIDDER TO ATTEND THE MANDATORY PRE-BID CONFERENCE WILL RESULT IN REJECTION OF THE BID. 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_www.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:

www.myflorida.com

Scroll to the bottom of the page

Click on “MyFlorida Legacy Website,”

Click on "Business"

Click on "Doing Business with the State"

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

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

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

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

REQUEST FOR PROPOSAL REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
via e-mail to windy.spatafora@dot.state.fl.us**

RFP Number: RFP-DOT-18/19-8002-WS

Title: Specialty Towing and Roadside Repair (STARR) Services for Florida's Turnpike Enterprise

Proposal Due Date & Time: September 25, 2018; 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 Robin Morgan at the Florida Department of Transportation Procurement Office at 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 at www.myflorida.com, under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select **Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select **DEPARTMENT OF TRANSPORTATION**, then go to the bottom of the same page and click on Initiate Search). It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.**

Business 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, 407-264-3400)



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**State of Florida
Department of Transportation**



RFP-DOT-18/19-8002-WS

SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES

FLORIDA'S TURNPIKE ENTERPRISE

426895-1-72-07

CONTACT FOR QUESTIONS:

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

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 Specialty Towing and Roadside Repair (STARR) Services. It is anticipated that the term of the Contract will begin on December 1, 2018 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 www.myflorida.com (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, click on “Search Advertisements”) under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
MANDATORY PRE-PROPOSAL CONFERENCE*	Wednesday, September 5, 2018	10:30 a.m.
<i>Please bring a copy of the full advertisement package to the meeting.</i>		
Pompano Beach Service Plaza Milepost 65.0, Florida’s Turnpike Broward County, Room 1176 (954) 975-4855		
OR		
Turkey Lake Service Plaza Milepost 263.0, Florida’s Turnpike Orange County, Building 5315, Rooms 3136 & 3137 (407) 532-3999		
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	Tuesday, September 11, 2018	5:00 p.m.
PROPOSALS DUE (TECHNICAL & PRICE) Florida’s Turnpike Headquarters Milepost 263.0, Florida’s Turnpike Turkey Lake Service Plaza, Bldg. 5315 (407) 532-3999	On or Before Tuesday, September 25, 2018	2:30 p.m.

PUBLIC OPENING*

Tuesday, September 25, 2018

2:30 p.m.

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

INTENDED AWARD MEETING

Tuesday, October 16, 2018

10:00 a.m.

Pompano Beach Service Plaza
Milepost 65.0, Florida's Turnpike
Broward County, Room 1176
(954) 975-4855

OR

Turkey Lake Service Plaza
Milepost 263.0, Florida's Turnpike
Orange County, Building 5315, Rooms 3136 & 3137
(407) 532-3999

POSTING OF INTENDED AWARD

**Tuesday, October 23, 2018-
Friday, October 26, 2018**

**5:00 p.m.
5:00 p.m.**

***Denotes Public Meeting**

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for RFP-DOT-18/19-8002-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. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

Agenda – Intended Award Meeting

Agenda for Price Proposal Opening and Intended Award meeting for RFP-DOT-18/19-8002-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 Procurement Agent 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. However, all vendors should be aware, that effective July 1, 2018, through June 30, 2019, in accordance with House Bill 5003, the Transaction Fees imposed for use of the State of Florida's eProcurement systems 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.

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 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 seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

WRITTEN TECHNICAL QUESTIONS should be submitted to:

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

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (407) 264-3400

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

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

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

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and

will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as “Vendor” and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used. To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

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

8) MANDATORY PRE-PROPOSAL CONFERENCE

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

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

9) QUALIFICATIONS

9.1 General

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

9.2 Qualifications of Key Personnel

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

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 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. 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. 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 this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

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

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

11) **LIABILITY INSURANCE**

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, 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.

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.

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

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

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

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

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, 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 215.4725, 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 Section 215.473, Florida Statutes.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, 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(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) 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.

20) **ADDITIONAL TERMS & CONDITIONS**

No conditions may be applied to any aspect of the RFP by a Proposer. Any conditions placed on any aspect of the proposal documents by the Proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.**

The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) **RESPONSIVENESS OF PROPOSALS**

21.1 Responsiveness of Proposals

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

21.2 Multiple Proposals

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

21.3 Other Conditions

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

22) **PROPOSAL FORMAT INSTRUCTIONS**

22.1 General Information

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

PART I TECHNICAL PROPOSAL NUMBER RFP-DOT-18/19-8002-WS
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-18/19-8002-WS
(One Separately Sealed Package for Prices)

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

22.2 Technical Proposal (Part I) One (1) Original and Six (6) Copies (Do not include price information in Part I)

The Proposer must submit one (1) original, six (6) copies, and one (1) DVD of the Technical Proposal which are to be divided into the sections described below. Since the Department will expect all Technical Proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The Technical Proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-18/19-8002-WS."

1. EXECUTIVE SUMMARY

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

2. PROPOSER'S OPERATIONS PLAN

The Proposer shall provide a narrative explaining the Proposer's understanding of the STARR Services Program, and outlining the Proposer's approach to meeting the program requirements, including:

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

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

The narrative should also include a description of the proposed program management, including response and service reliability and communication with Department Program Managers.

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

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

3. TRAINING AND EQUIPMENT

The Proposer 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 efficient and courteous service.

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

4. FACILITIES

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

22.3 Price Proposal (Part II) One (1) Original, Six (6) Copies, and one (1) DVD

The Price Proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-18/19-8002-WS". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 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.

22.5 Presenting the Proposal

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

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

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

23) **"DRUG-FREE WORK PLACE" PREFERENCE**

Whenever two (2) or more bids are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with Florida Statutes and Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) **COPYRIGHTED MATERIAL**

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

25) **ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL**

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-DOT-18/19-8002-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 (Technical and Price Proposal) is delivered to the proper place **on or before** the proposal due date and time (See Introduction Section, 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 presented by the Department at the date, time and location in the Timeline (See Introduction Section, Section 2, Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each Proposer. Proposers must attain an average score of forty-eight (48) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than forty-eight (48) points for their average Technical Proposal score, the Price Proposal will not be opened.

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

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

30.3 Price Proposal

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

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

30.4 Criteria for Evaluation

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

a. Technical Proposal (80 Points)

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

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

	<u>Point Value</u>
1. Proposed Operations Plan	35
2. Training and Equipment	35
3. Facilities	10

b. Quantity and Price Proposal (20 Points)

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

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

	<u>Point Value</u>
1. Response Time	10
2. Permit Fee	4
3. Hurricane Rates (Pay Items 3-6)	3
4. Facility Distance from Sector	3

31) POSTING OF INTENDED DECISION/AWARD

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

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

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

31.2 Inability to Post:

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

31.3 Request to Withdraw Proposal:

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

32) **AWARD OF THE CONTRACT**

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

a) Standard Written Agreement executed by both parties.

33) **RENEWAL**

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

34) **ATTACHED FORMS**

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

34) **ATTACHED TERMS AND CONDITIONS**

- Exhibit “A” – Scope of Services
- Exhibit “B” – Method of Compensation
- Appendix A – Open Roads Policy Agreement
- Appendix B – STARR Historic Service Calls By Sector
- Appendix C – Road Ranger Service Patrol Team Patrol Zones
- Appendix D – Maximum Rates and Fees
- Appendix E – STARR Wrecker Support Component of the Emergency Evacuation Plan

- Appendix F – STARR Selection Process
- Appendix G – Tow Vendor Application Form
- Appendix H – Roadside Service Order
- Appendix I – Sample Invoice
- Appendix J – Service Performance Comment Form
- Appendix K – STARR Customer Brochure
- Appendix L – Mitigation of Accidental Discharges
- Appendix M – Operator Registration Qualification Checklist
- Appendix N – Operator Training and Certification Checklist
- Attachment “A” Certification of Contract Completion
- Attachment “B” Disbursement of Previous Payments
- Exhibit “C” – Quantity and Price Proposal

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

RFP-DOT-18/19-8002-WS

SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES

FLORIDA'S TURNPIKE ENTERPRISE

426895-1-72-07

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I, _____, _____, of _____,
(Print/Type Name) (Title)
_____, does hereby certify that the principle owner(s) of the Company
(Name of Business)

has/have been in the towing and recovery business for a minimum of the past 3 years and has/have the experience to perform the services requested by RFP-DOT-18/19-8002-WS.

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

Signature: _____ Date: _____

Name of Business: _____

Note: In addition to being in business for the minimum number of years indicated above, the organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business specifically related to the technical scope and volume of work to that specified in the scope of work for this Contract for the minimum number of years indicated above. Submit documentation of the work experience with the bid package.

The Department will review carefully to determine if the Vendor(s) is responsive, responsible and qualified in the area of work contemplated by this Contract.

Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (Print out additional copies of the form or attach additional sheets as necessary.)

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

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

I, _____, _____
 (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) (Title)
 of _____, hereby certify that;
 (Name of Business)

A. Drug-Free Workplace Program Certification

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

B. Vehicle Operator License & Vehicle Registration

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

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

C. Notice of Intent to Sublet

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

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

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

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

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

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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
RFP-DOT-18/19-8002-WS

.....

ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 6

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 _____, 2018

Legal Name of Firm

By _____
Signature

Title

NOTE: Attach additional pages as necessary



STANDARD WRITTEN AGREEMENT

RFP-DOT-18/19-8002-WS

SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES

FLORIDA'S TURNPIKE ENTERPRISE

426895-1-72-07

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 426895-1-72-07

F.E.I.D. No.: _____

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

Procurement No.: RFP-DOT-18/19-8002-WS

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

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____ of _____, duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Specialty Towing and Roadside Repair (STARR) Services, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida 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 December 1, 2018 and shall be completed by November 30, 2019 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 – 28th 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-N, Attachments A-B, Exhibit “B,” Method of Compensation, and Exhibit “C,” Price 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

Paul Wai, P. E.
(Print/Type)

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED: _____
Procurement Office

LEGAL REVIEW: _____



EXHIBIT "A"

SCOPE OF SERVICES

RFP-DOT-18/19-8002-WS

SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES

FLORIDA'S TURNPIKE ENTERPRISE

426895-1-72-07



Specialty Towing and Roadside Repair Services Program

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Specialty Towing and Roadside Repair Services Program

Florida's Turnpike Enterprise

1 Terms and Definitions

- AIS – Accident Investigation Site
- APL – FDOT approved products list
- CCTV – Closed Circuit Television
- Class A Wrecker – 10,000 lbs. or Less
- Class B Wrecker – 10,000 lbs. to 19,999 lbs.
- Class C Wrecker – 20,000 lbs. or more
- CMS – Changeable Message Sign
- Department – State of Florida Department of Transportation, Florida's Turnpike Enterprise
- Department's Contract Manager - Turnpike Incident Management Manager
- DMS – Dynamic Message Sign
- FAAAA - Federal Aviation Administration Authorization Act
- FDLE – Florida Department of Law Enforcement
- FDOT – Florida Department of Transportation
- FHP – Florida Highway Patrol
- FTE – Florida's Turnpike Enterprise
- GOA – Gone on arrival. Can be customer GOA or vehicle GOA
- GVWR – Gross vehicle weight rating
- JTF – Joint Task Force on State Agency Law Enforcement Communications
- HEFT – Homestead Extension of Florida's Turnpike
- ICCTA - Interstate Commerce Commission Termination Act
- LWRCC – FHP's Lake Worth Regional Communication Center
- MOA – Made own arrangements
- MP – Mile post
- MUTCD – Manual on Uniform Traffic Control Devices
- PWOFF – Professional Wrecker Operators of Florida
- RISC – FTE's Rapid Incident Scene Clearance incentive program for clearing large commercial incidents
- SLERS – State Law Enforcement Radio System
- STARR – Specialty Towing and Roadside Repair
- STARR Program Administrator – Turnpike Incident Management Manager
- TIM – Traffic Incident Management
- Tow Operator – the individual operator of the Vendor's authorized vehicle
- TMC – Traffic Management Center. FTE operates TMCs located at the Pompano and Turkey Lake Service Plazas.
- TRAA – Towing and Recovery Association of America
- TRC – Technical Review Committee
- Vendor – the authorized specialty towing and repair service Vendor

2 Introduction

2.1 Program Description

To facilitate expedient, safe and efficient towing services for wrecked and/or disabled motor vehicles and the removal of abandoned vehicles, spilled motor vehicle fluids, and debris or cargo from Turnpike System Rights-of-Way, FTE requires the services of licensed and certified tow and road service operators (hereinafter “Specialty Towing and Roadside Repair Services Vendor” or “Vendor”).

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

These duties include but are not limited to:

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

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

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

Vendor shall be familiar with and work in full compliance with Florida’s Open Roads Policy Agreement (Appendix A).

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

The Vendor's relationship to FTE is that of an independent contractor authorized to perform tow and roadside services (Section 6.1.2, Relationship of Parties).

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

2.2 Application Process

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

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

The proposing Vendor:

- Shall submit a completed Tow Vendor Application Form (Appendix G).
- Shall support the application with an Operations Plan narrative explaining the Vendor's approach to and understanding of these specifications, and outlining the Vendor's approach to meeting the program requirements. The narrative should include sufficient description of the Vendor requirements described in Section 3, Program Participation Qualifications, to include background and experience, equipment inventory, storage facility features, and other pertinent details. The narrative should NOT include response time for Class A responses or distance of the office/storage facility from Florida's Turnpike sector entry point; these items are to be included ONLY in Exhibit "C," Quantity and Price Proposal.
- Shall include a description of the Vendor's program management; including response and service reliability, cost containment, and communication with Department Program Managers.
- Shall 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 efficient and courteous service.
- Shall state, in Exhibit "C," Quantity and Price Proposal, the Vendor's maximum response time (not a range of times) for Class A response time.
- Shall state, in Exhibit "C," Quantity and Price Proposal, the driving distance in miles from the Vendor's facility to Florida's Turnpike sector entry point.
- Shall state, in Exhibit "C," Quantity and Price Proposal, the Annual Permit Fee to be remitted.

- Shall state, in Exhibit “C,” Quantity and Price Proposal, the proposed hourly rates for Turnpike Emergency/Evacuation Plan Wrecker Support (see Exhibit “A,” Scope of Services, Section 2.3; Exhibit “B,” Method of Compensation and Appendix E).

2.3 Turnpike Emergency/Evacuation Plan Wrecker Support

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

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

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

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

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

2.4 Conflicts with other Response Agreements

The Vendor shall not be awarded a STARR sector in the same or overlapping areas where the Vendor has an existing Road Ranger Safety Service Patrol Agreement/Contract with FTE.

Likewise, Vendors that have an existing Road Ranger Safety Service Patrol Agreement/Contract with FTE are precluded from providing STARR Services in the area of said Agreement/Contract.

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

2.5 InstaTow Quick Tow Program

FTE has a program unique to Florida in which service vehicles participating in this STARR Services program may be dispatched to incident scenes without waiting for arrival of law enforcement at the scene. Based on observation and/or verification through the Department’s Closed Circuit Television (CCTV) network (or other reliable source), service tow vehicles in this program can be dispatched early in the incident timeline.

This InstaTow program allows tow vehicles to be notified faster, thus shortening overall incident duration and returning the system to normal flow. Quickly notifying the Vendor reduces service

vehicle response delay by helping the tow vehicles get to incident scenes before excessive traffic queues form.

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

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

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

2.6 Coordination with Road Ranger Safety Service Patrol

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

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

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

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

2.7 FTE Sectors and Infrastructure

2.7.1 Defined Towing Sectors

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

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

Table 1 - Towing Sectors

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

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

FTE may provide, at its discretion, limited parking spaces at each of the eight (8) service plazas that may be utilized by Vendor units in sectors with service plazas.

Vendors, with prior FTE approval, may utilize certain toll plazas or other off-premise base locations to provide better service to FTE customers (see Section 2.7.3, Toll Plaza Locations and Section 4.1, Response Times).

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

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

The Vendor shall be responsible for repairing any damage to the secure lot caused by the Vendor and restoring the same to its original condition as it existed prior to Vendor's damage thereto.

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

The Vendor must provide convenient off-site storage to meet the requirements of this Contract. (See Sections 3.1.3, Tow Yard Location and 3.1.4, Storage Facility Features)

2.7.3 Toll Plaza Locations

Space may be available at select toll plaza locations for use as a base of operations for Vendor units (see Section 4.1, Response Times).

No office space or indoor or outdoor storage facilities are available at toll plazas for Vendor's use.

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

3 Program Participation Qualifications

3.1 Vendor Requirements

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.

3.1.1 Background and Experience

The Vendor shall provide descriptions of:

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

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

3.1.2 Equipment

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

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

3.1.3 Tow Yard Location

There shall be clearly defined routes to and from Turnpike sector access points and the Vendor's yard or garage and the storage facility. When service vehicles are not required to be positioned at the service plazas or other Turnpike facilities, they may respond from this location.

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

The location of the Vendor's yard / office and storage facility is a qualifying factor for award of a STARR Contract..

3.1.4 Storage Facility Features

The Vendor shall maintain a fenced and adequately sized storage facility that is secure against theft and damage. The storage area shall be fully enclosed by a commercial grade fence at least six (6) feet tall and shall include a completely enclosed permanent structure for inside storage of vehicles involved in fatal crashes, or other vehicles as directed by FHP. The outside

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

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

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

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

3.2 Management and Staffing

3.2.1 Tow Operator Competency and Certification

All Tow Operators working on Florida's Turnpike shall be fully trained and capable of providing roadside assistance and professional towing and recovery services. All training shall be documented. The tow Vendor shall submit the following documentation to FTE for each prospective operator:

- Completed STARR Operator Registration and Qualification Checklist (Appendix M)
- Completed STARR Operator Training and Certification Checklist (Appendix N)
- Copy of valid Florida Driver License (appropriate to truck type worked)
- Copy of current FDLE Criminal Background Check

In addition, each Tow Operator shall have, or obtain within six (6) months of Contract execution: National Driver Certification from the Towing and Recovery Association of America (TRAA) for Level I Light Duty Towing and Recovery; or Driver Certification from a Turnpike-approved Training/Certification program. Failure to obtain and maintain certification may result in Tow Operator disqualification.

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

3.2.2 Tow Operator Qualifications

Each Tow Operator shall:

- Be licensed to drive the assigned service vehicle in accordance with the Florida Motor Vehicle Code.
- Be a minimum of eighteen (18) years of age.
- Have a safe driving record in accordance with FDOT "Driver's Records Requirements" Procedure No. 250-000-010.
- Be drug free in accordance with Section 112.0455, F.S. prior to beginning operations.
- Provide a current FDLE background check.
 - FDLE background checks with criminal history are subject to FHP review and recommendation.

- The Vendor shall notify FTE immediately of any known changes to FDLE background or Driver License status for any tow operator.
- Tow Operator participation in the program is dependent upon compliance with FHP wrecker rules and policies.
- Be a legal resident and approved to work in the United States.

Tow Operators shall also:

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

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

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

3.2.3 Training

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

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

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

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

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

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

Fees and expenses associated with training/certification and training updates/recertification are the responsibility of the Vendor i.e. travel, lodging, etc.

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

4 Specialty Towing and Roadside Repair General Requirements

The Vendor shall provide wrecker and roadside assistance services twenty four (24) hours per day, seven (7) days a week to FTE customers on assigned sectors of the Florida's Turnpike Mainline, the Homestead Extension of Florida's Turnpike (HEFT), the Sawgrass Expressway, the Veterans Expressway, the SunCoast Parkway, SR 568 and on FTE-maintained portions of the Beachline Expressway.

4.1 Response Times

This Contract with the FTE requires prompt wrecker responses.

The response times proposed by the Proposer's are qualifying factors for determining Contract award. The specific response times required for each sector will be confirmed at the start of the contract period.

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

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

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

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

4.1.1 Class A

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

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

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

4.1.2 Class B and C

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

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

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

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

See Section 4.5 for vehicle and equipment requirements.

4.2 Meeting Service Level Requirements

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

- For towing sectors with FTE Service Plazas, a minimum of two (2) service vehicles working out of the service plazas from 6:00 a.m. to 10:00 p.m., seven (7) days per week.
- For towing sectors without Service Plazas, two (2) service vehicles working out of approved locations, which may include approved toll plazas or off-facility locations.
- Authorized service vehicles consisting of at least one (1) Class A tow truck and one (1) Class A car carrier. Sufficient service vehicles (a combination of tow trucks and car carriers) available to meet the response time requirements.
- Additional service vehicles may be needed to meet response times during busy periods. The additional service vehicles may respond from the designated locations, or from other locations approved by the Department.
- Service vehicles may respond from areas off Florida's Turnpike from 10:00 p.m. to 6:00 a.m.

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

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

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

4.3 Roadside Staff

4.3.1 Courtesy

Tow Operators participating in this program are seen by the public as representing the Department and FHP. Tow Operators must always set an example as a courteous, considerate, professional driver.

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

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

4.3.2 Staff Identification

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

4.3.3 Tow Operator Attire

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

Tow Operators shall also:

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

4.3.4 Weapons Prohibited

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

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

4.4 Operating Procedures

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

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

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

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

Removal from a Turnpike location to an off-site facility shall not result in an additional charge to the customer as a secondary tow. One-way mileage may be charged between the Service Plaza lot and the closest approved Vendor facility. Storage charges may not be charged for the Service Plaza lot, but may accrue after six (6) hours at the Vendor facility. The Vendor shall notify the vehicle's owner of this policy, will give the owner an opportunity to pick up their vehicle, and will provide the owner with the information regarding the location of the storage facility.

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

4.4.1 Roadside Service Case Number

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

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

4.4.2 Advanced Notice to Customers of Charges

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

Rates and fees for light duty towing and roadside services are to be printed on the back of the invoice as easy reference for FTE's customers. These rates shall be shown to customers prior to providing service. (See Exhibit "B," Method of Compensation, Section 2.1).

4.4.3 Reimbursable Responses

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

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

These actions include:

1. Vehicle gone on arrival (GOA) - unable to locate vehicle near the dispatch location. FHP Case Number or TMC verification of GOA is required.
2. Customer gone on arrival – vehicle abandoned; no service provided. FHP Case Number or TMC verification of GOA is required.

3. Customer refused service / made own arrangements (MOA). Customer does not require the services of the Vendor. FHP Case Number or TMC verification of MOA and vehicle make, model and tag or VIN number is required.
4. Call was for clearing debris in the roadway travel lanes. Location and description of debris shall be documented. FHP Case Number or TMC verification is required.
5. Service requested by FHP; e.g., relocating a vehicle from the travel lane when the customer makes their own arrangements for the tow. FHP Case Number or TMC verification is required.
6. Service or tow of a FHP or FTE/DOT vehicle and/or FHP-Directed Evidence Tow. FHP Case Number or TMC verification is required.

4.4.4 Declined Service Responses

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

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

4.4.5 Highway Patrol Impound Requests

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

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

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

4.4.6 Release of Vehicles

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

The Vendor shall release vehicles on a twenty four (24) hour-per-day, seven (7) day-per-week basis, but only to the registered owner, agent, or other person able to substantiate rightful possession e.g. Vehicle Title.

An additional after-hours fee for releasing a vehicle, not to exceed the amount listed on the most current rate schedule (Appendix D, Maximum Rates and Fees), may be assessed outside

regular service hours. The Tow Operator shall not assess an after-hours fee between 7:00 a.m. and 7:00 p.m., Monday through Friday and between 8:00 a.m. and 1:00 p.m. on Saturday.

An after-hours fee may be assessed on:

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

4.4.7 Response by Sub-vendor

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

4.5 Vehicle Requirements

4.5.1 General Requirements

The Vendor's service vehicles shall, at all times during this Contract, be in sound mechanical condition, be safe, properly equipped and suitable for intended use, and be maintained at the highest level of professional appearance.

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

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

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

Only vehicles meeting these requirements may be used.

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

4.5.2 Response Classes

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

4.5.2.1 Class A Light Duty Tow Truck

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

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

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

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

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

4.5.2.2 Class A Light Duty Car Carrier (Flatbed)

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

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

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

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

4.5.2.3 Class B Medium Duty Tow Truck

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

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

4.5.2.4 Class C Heavy Duty Tow Truck

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

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

4.5.3 Tools and Equipment

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

- All FHP required equipment
- Two 5-gallon containers of "oil-dry" or equivalent
- Shovel, square
- Street broom, 24" minimum
- Crowbar or pry bar, minimum length thirty (30) inches

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

4.6 Communication and Dispatch

The Vendor shall be available to provide roadside and towing services twenty-four (24) hours per day, seven (7) days a week. The Vendor shall provide FTE with at least two (2) telephone numbers at which the Vendor can be contacted at all times.

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

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

Response times are a primary performance measure for this program.

4.6.1 Communication Language

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

4.6.2 FHP Communication

Upon receiving a dispatch call, the Vendor will immediately dispatch the appropriate service vehicle(s). If the Vendor does not expect to meet the response time requirements for the incident, the Vendor shall immediately advise FHP Dispatch.

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

- Truck Number
- When dispatched
- Immediately upon arrival at the scene.

4.6.3 Location Reporting

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

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

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

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

4.6.4 Cellular Phones

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

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

4.6.5 Two-Way Radio

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

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

In addition, FTE reserves the option to equip service vehicles with radios compatible with the FTE and FHP radio network, especially for service vehicles intended for use solely on this program. Equipment provided by FTE shall remain the property of FTE. The Vendor is responsible for maintaining licenses at Vendor's cost.

4.7 Vendor Performance

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

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

4.7.1 Performance Measures

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

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

If special circumstances prevented or contributed to a delayed response, the Tow Operator and Trooper should advise FHP Dispatch and/or the STARR Program Administrator. The Service

Performance Comment Form (Appendix J) may be used to document instances of delayed responses.

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

4.7.2 Customer Satisfaction

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

4.7.3 Performance Reviews

FTE will conduct a performance review of the Vendor on an annual basis, or more frequently at the sole determination of FTE. Performance data will be gathered from FTE, FHP, and other incident management partners. Sample criteria to be evaluated includes, but is not limited to: response times, complaints received, customer comments, care and custody of vehicles and contents, condition of facilities and equipment, extent and clarity of records, and conduct of management and personnel.

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

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

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

4.7.4 Complaints

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

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

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

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

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

4.7.5 Procedural Dispute Resolution

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

4.8 Session Participation

4.8.1 TIM Team Involvement

FTE sponsors two (2) Traffic Incident Management (TIM) Teams. The TIM Teams identify TIM-related issues, and develop improved incident management operations in the FTE corridor through coordination, communication and cooperation.

FTE TIM Team meetings are currently held quarterly, one at Turkey Lake (MP 263), and one at Pompano (MP 65).

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

4.8.2 After-Incident Reviews

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

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

5 Program Operational Requirements

5.1 Traffic Laws

Tow Operators shall obey all traffic and motor vehicle laws.

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

5.2 Official Vehicle Status

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

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

5.2.1 Shoulder Use

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

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

5.2.2 Official Crossover Use

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

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

- Milepost 152 (Fort Pierce) to Milepost 236 and Milepost 275 to Milepost 309 (Wildwood/I-75)
 - When directed **and assisted** by law enforcement personnel.

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

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

5.3 Safety

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

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

➤ Seat Belts

- In compliance with State and Federal laws, seat belts must be worn by all occupants of the service vehicle.

➤ Safety Vests

- Tow Operators are required to wear an approved safety vest or equivalent garment while working outside the vehicle. (Section 4.3.3, Tow Operator Attire)
- It is the Tow Operator's responsibility to ensure that the safety vest / garment is kept clean / laundered to maintain reflectivity and visibility. The safety vest / garment shall be

replaced when worn, badly soiled or faded. The safety vest/garment is to be worn on top of all other clothing, jackets, or garments.

➤ General Driving

The Tow Operator shall:

- Adhere to and obey all traffic laws, policies, and safe-driving principles and practices of the State of Florida and FTE.
- Always use parking brake, appropriate emergency lights, arrow boards, etc. in accordance with FTE guidelines. Maintain a safe distance between the service vehicle and a disabled vehicle. Set the parking brake whenever exiting the vehicle.
- Use caution when exiting the vehicle. When stopped adjacent to a travel lane, always look before opening the door into traffic. Use traffic cones behind the service vehicle per FTE guidelines.
- Before backing the vehicle, always ensure clearance by checking the surrounding area. When available, use a spotter to guide. **LOOK BEFORE BACKING UP.**
- Reduce speed during wet weather and/or poor visibility.
- Maintain a proper interval; avoid following a truck or high cube vehicle restricting the view ahead.
- Check mirrors frequently and watch for vehicles in blind spots.
- Use turn signals and give plenty of notice before pulling on or off a shoulder.
- Use the shoulder to reduce or gain speed to safely leave or re-enter the traffic stream whenever possible.
- Make safe stops. Do not risk creating a hazardous situation by making an erratic maneuver if a stalled vehicle is discovered at the last minute. Stop in front of the vehicle if necessary or proceed to the next exit and circle around to get into a safe position.
- Stop in front of the vehicle if the call is for a tow and back into position.

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

- Be aware of oncoming traffic.
- Minimize the time spent standing or walking between emergency equipment and other vehicles.
- Plan an escape path.
- Check traffic before exiting the service vehicle and approach the vehicle you are assisting on the side away from traffic. In most cases, this is the passenger's side of the vehicle. If the vehicle is on the left shoulder or median, approach the vehicle on the driver's side.
- NEVER TURN YOUR BACK TO TRAFFIC.
- Scan the interior of the vehicle as you approach it, walk past the passenger door, and turn to face traffic. Clearly identify yourself and ask, "Are you okay?" and, "How may I help you?" Do not open the door; ask the driver to lower the window.
- Avoid confrontations by practicing diplomacy. Render assistance only when it is accepted. **Report unusual behavior to dispatch.**
- Do not park too close to the travel lane.

- Practice space safety, leaving a minimum of two (2) to four (4) car lengths between vehicles. Exceptions, such as jump starts, should be limited.
- Avoid stopping in the glide path on the outside of a curve.
- Use cones and flares for your safety as well as for traffic control.
- Do not use flares at hazardous materials incidents, fuel spills or when dry, windy conditions are present.
- Do not use a flare for illumination; never kick a flare.
- Use extreme caution when jump starting. Follow proper cable placement.
- Never remove a radiator cap from a hot or overheated engine.
- Remove all flares and other materials when an incident is clear.
- For your safety, always communicate with dispatch.

5.4 Roadside Service for Disabled Vehicles

5.4.1 Disabled Vehicle on Shoulder

- Tow Operators stopping to assist a motorist should stop well behind the vehicle, close enough to read the license tag number but no closer than two (2) to four (4) car lengths. The Tow Operator should park well off the edge line where possible and **approach on the passenger or non-traffic side of the vehicle.**
- If the dispatch call is for a tow, the Tow Operator should stop in front of the vehicle to be towed and back into position.

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

If the Tow Operator is going to provide services or attempt repairs, the Tow Operator is to return to the service vehicle and place a minimum of four (4) traffic cones behind the service vehicle approximately thirty five (35) feet apart along the edge line. This will increase the visibility of the service vehicle and offer some warning to a motorist who may have drifted off the travel lane. Under no circumstances will a lane be partially blocked to make repairs. Should the service vehicle be parked in front of the motorist vehicle, the traffic cones shall be placed behind the motorist vehicle in the same manner.

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

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

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

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

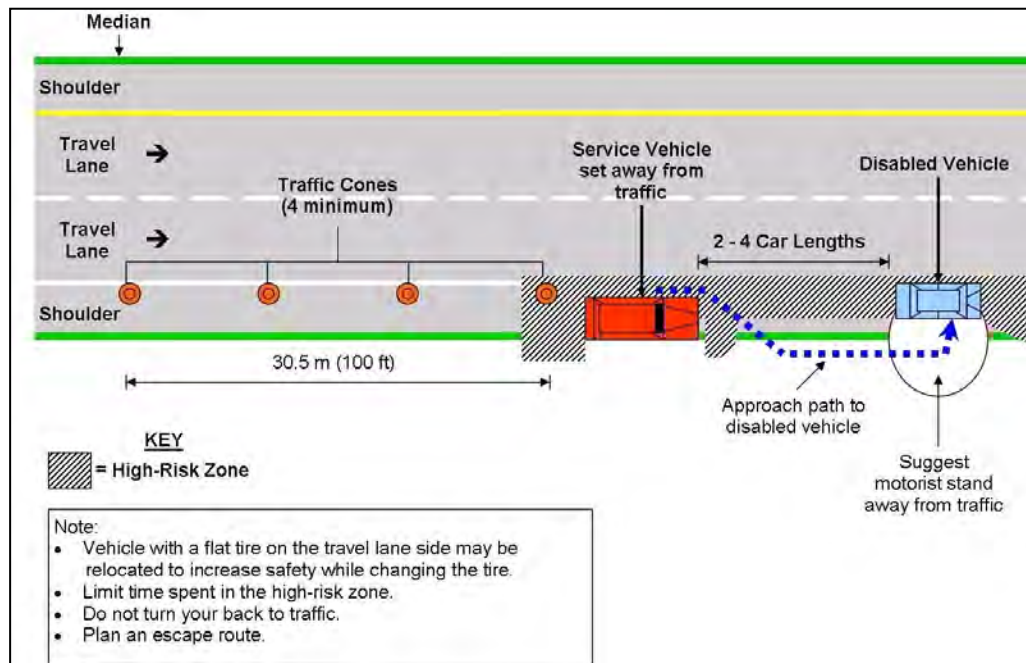


Figure 1 – Disabled Vehicle Scene Cone Setup

5.4.2 Disabled Vehicle in Travel Lane

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

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

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

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

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

5.5 Towing

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

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

5.6 Recovery and Winching

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

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

5.7 Water Recovery

Vehicles that need to be removed from a canal or other body of water must be reported to FHP and local Fire-Rescue before recovery can take place. Determination of when to proceed with the water recovery is made in consultation with FHP Dispatch and the on-scene Incident Commanders.

- If the attachment of the recovery chains is a simple matter, the Tow Operator may undertake a recovery. However, if the water is more than waist deep, the use of a diver should be considered. This determination should be made after discussion with the on-scene Incident Commanders.

- The Tow Operator should pause frequently when a vehicle is breaking the surface to allow water to drain from the vehicle.

5.8 Traffic Crashes

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

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

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

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

5.9 Abandoned Vehicles Ordered Removed by FHP

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

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

6 Administrative

6.1 Contract Administrative Requirements

6.1.1 Term of Contract

The effective date of the Contract will be December 1, 2018 for a one (1) year period.

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

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

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

6.1.2 Relationship of the Parties

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

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

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

Should FTE determine, in its sole discretion, that the Vendor is unable to assist, perform or provide adequate services or equipment, FTE and/or FHP reserves the right to request additional services or equipment from any available source.

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

6.1.3 Assignments, Sublicensing and Subcontracting

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

Subcontracting: The Vendor shall maintain an adequate number of service vehicles and sufficient competent staff to enable the Vendor to perform under this Contract. The Vendor may engage responsible sub-vendors for the purpose of providing back-up services. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

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

Sub-vendor facilities may not be used for storage of vehicles under this Contract.

6.1.4 Transfer of Service

The Vendor shall not transfer a wrecker or roadside assistance call to another towing firm with the exception of approved sub-Vendors. If the Vendor is unable to handle the call, or if

additional equipment is needed from another authorized Vendor, the Vendor will notify FHP Dispatch to dispatch authorized service.

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

6.1.5 Insurance and Indemnification

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

The Vendor shall indemnify and hold harmless the Department, its officers and employees, from liabilities, damages, losses and costs, some of which may include reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Contract.

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

6.1.6 Inspection and Verification

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

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

The Vendor's yard(s), office(s), impound area(s), and any other facilities utilized by the Vendor in the performance of this Contract shall comply with all applicable municipal and county codes and ordinances.

The Vendor shall submit to FTE at the time of signing this Contract, a list of current employees, specifying those employees with a FHP approved FDLE Criminal Background history and qualified and licensed to operate the Vendor's equipment to be used under this Contract. The Vendor agrees to update this list whenever an employee is replaced or new employees are hired or as requested by FTE.

Training records and TRAA certification documentation must be maintained by the Vendor and made available upon request by FTE.

6.1.7 Books and Records

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

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

1. Roadside Service Case number (assigned by FHP)
2. Dispatch and arrival time

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

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

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

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

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

6.1.8 Weekly Reporting

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

6.1.9 Performance Contract

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

In instances where FTE finds the Vendor has failed to comply with the provisions of this Contract, FTE shall have the right to, among other things, conduct a comprehensive review of the Vendor's operation, require development and implementation of an improvement plan by the Vendor, and could result in Termination of the Contract.

6.1.10 Termination

FTE reserves the right to modify or cancel the assigned sector, zone or territory covered by the Vendor for not meeting the Contract requirements with thirty (30) days notice to the affected Vendor. Incidents will be reviewed on a case by case basis to determine if immediate termination may be warranted.

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

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

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

6.1.11 Motor Club Services

The Vendor is not required to be a provider of motor club services on the assigned sector(s) of Florida's Turnpike.

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

6.1.12 Payment of Tolls

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

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

6.2 Laws, Ordinances, Licenses and Permits

FTE requires authorized Vendors and Tow Operators to comply with all applicable traffic laws, codes, rules, regulations and policies and procedures contained in this Contract.

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

6.3 Transition Plan

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

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

7 Miscellaneous Provisions

7.1 Gratuities

7.1.1

The Vendor shall not provide any gratuities, commissions, kickbacks or complimentary services of any kind to any officials, officers, employees, consultants or agents of FTE or FHP.

7.1.2

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

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

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

7.2 Advertising

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

7.3 Plaza Walk-ups

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

7.4 Essential Employees

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

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



APPENDICIES A-N

RFP-DOT-18/19-8002-WS

SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES

FLORIDA'S TURNPIKE ENTERPRISE

426895-1-72-07

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.

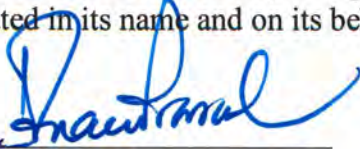
9. This Agreement applies to the impacts of roadway traffic incidents and does not apply to closures that are necessary for the furtherance of motorists' safety such as those undertaken for high winds, flooding, ice, fog, smoke, or other circumstance.


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.

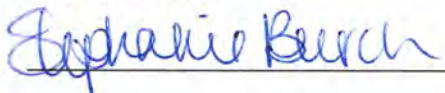
By: 
Ananth Prasad, P.E.
Secretary
Florida Department of Transportation

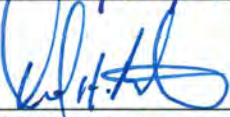
By: 
Julie L. Jones
Executive Director
Florida Department of Highway Safety and
Motor Vehicles

Date: 1-31-14

Date: 2/26/14

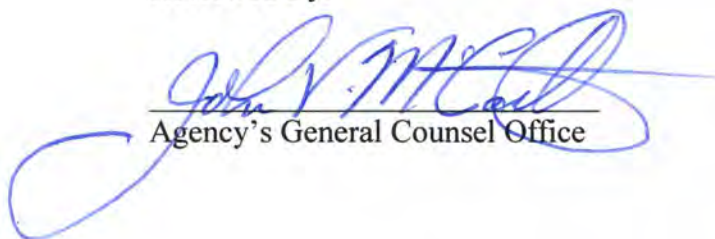
Legal Review:



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

Date: 2/17/14

Reviewed By:


Agency's General Counsel Office



Specialty Towing and Roadside Repair Services Program

Historic Service Calls by Sector

Appendix “B”

To assist prospective vendors in gauging the activity in each sector, the table below quantifies service calls dispatched by FHP for June 1, 2017 through May 31, 2018.

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

Sector	Roadway	Begin MP	End MP	Mileage (Approx.)	Total Service Calls ¹	MOA/GOA ²	FHP/FTE ³
1	HEFT	0	47	23	1657	106	44
2a	Sawgrass Expressway	0	22	22	340	22	2
2b	Spur & Mainline	0X	75	32	1859	240	16
3a	Mainline	75	116	41	997	85	1
3b	Mainline	116	152	36	587	83	8
4	Mainline	152	193	41	693	83	2
5	Mainline	193	229	56	597	128	6
6a	Mainline	229	267	23	1422	102	24
	Beachline	0	8	8			
6b	Mainline	267	309	37	782	54	4
7a	Toll 589	2.2	19	17	176	1	1
	Toll 568	0	3	3			
7b	Toll 589	19	55	36	139	0	0

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

² Made Own Arrangements/Gone on Arrival (May 1, 2017 through April 30, 2018)

³ Florida Highway Patrol or Florida's Turnpike Enterprise vehicle service/tow (May 1, 2017 through April 30, 2018)

Road Ranger Safety Service Patrol Team

Patrol Zones

Appendix “C”

The table below illustrates the current Road Ranger zone coverage areas, the hours of operation for each zone and the type of truck used (as of June 30, 2018):

Zone	Vehicle Type	Coverage Area	Zone Miles	Hours	Hours per Week
1	Tow	MP 0 – MP 19	19	24x7	168
2	Tow	MP 16 – MP 35	19	24x7	168
3	Incident Response	MP 29 – MP 49	20	24x7	168
4	Tow	Spur 0X – 4X MP 49 – MP 58	13	24x7	112
5	Tow	MP 53 – MP 69 (Extend to MP 71 and response only to Sawgrass when Zone 6 is off)	16 (22)	24x7	168
6	Pickup	Sawgrass Expressway and MP 65 – MP 75	33	6 am - 10 pm x 7	112
7	Tow	MP 75 – MP 100 (Response only to Sawgrass when Zone 6 is off)	25	24x7	168
8	Tow	MP 100 – MP 144	44	24x 7	168
9	Pickup	MP 144 – MP 184	40	6 am - 10 pm x 7	112
10	Incident Response	MP 184 – MP 229	45	24x7	168
11	Tow	MP 229 – MP 263	34	6 am - 10 pm x 7	112
12	Tow	MP 249 – MP 272	24	24x7	168
13	Pickup	MP 272 – 308	36	6 am – 10 pm (m-f)	112
V1	Tow	SR 589 MP 2.2 – 19/Spur	17	24x7	168
V1	Tow	SR 589 MP 2.2 – 19/Spur	17	5 am – 9 pm (m-f)	112
V1	IRT	SR 589 MP 2.2 – 19/Spur	17	6 am - 10 pm (m-f)	112
V1	Flatbed	SR 589 MP 2.2 – 19/Spur	17	6 am - 10 pm (m-f)	112
V2	Tow	SR 589 MP 19 – 55	36	6 am - 10 pm x 7	112

Notes:

- There is no off-peak Mainline patrol coverage between MP 144 and MP 184.
- There is no off-peak Mainline patrol coverage between MP 229 and MP 249.
- There is no off-peak Mainline patrol coverage between MP 272 and MP 308
- There is no off-peak patrol coverage on Toll 589 between MP 19 and MP 55.





Appendix D

Maximum Rates and Fees

Effective December 1, 2018

Light Duty Class A

Vehicle GVWR under 10,000#

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

Notes:

Mileage fee begins at point of service.

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

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

Medium Duty Class B

Vehicle GVWR 10,000 to 33,000#

(Includes vehicles with dual wheels but not tandem axles)

Standard Customer Tow <i>Includes first 30 minutes</i>	\$200	<i>Hook-up and go</i> (Direct customer request or FHP assisted. No Tow Sheet.)
Plus mileage	\$6	per mile
Winching back onto roadway	\$100	
Other or additional service	\$35	per ¼ hour (after first 30 minutes)

Police Directed Tow <i>Includes first 30 minutes</i>	\$200	Crash vehicle removed from incident scene, impoundment for arrest or investigation, remove and impound abandoned vehicle. (Tow Sheet required.)
Plus Mileage	\$6	per mile
Recovery	\$100	Upright overturned vehicle, winching back onto roadway, vehicle in the water
Other or additional service	\$35	per ¼ hour (after first 30 minutes)

Miscellaneous		
Administration fee	\$30	for title and lien search, advertising, owner and lien holder notification plus actual documented fees imposed by State of FL.
Additional labor	\$20	per ¼ man-hour
Trailers, if towed separately	\$75	

Notes:

Mileage fee begins at point of service.

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

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

Heavy Duty Class C

Vehicle GVWR over 33,000#

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

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

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

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

Notes:

Mileage fee begins at point of service.

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

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

Storage Fees

Class A vehicles

under 10,000# GVWR

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

Class B vehicles

10,000# to 33,000# GVWR

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

Class C vehicles

over 33,000# GVWR

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

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

Notes:

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

Miscellaneous Fees (no customer)

FHP Case Number Required

Gone on Arrival/Made Own Arrangements	\$35.00	Each Occurrence
FTE/FHP Vehicle	\$50.00	Plus \$5.00 per mile over 20 miles
Relocation from Travel Lane	\$100.00	No Separate Payment for GOA/MOA
Debris Pickup	\$100.00	Flat Rate (for each responding unit)
FHP-Directed Evidence Tow	\$100.00	Each Occurrence



APPENDIX E

The Wrecker Support Component of the Turnpike Emergency/Evacuation Plan

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

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

The plan component involves wreckers and motorist service trucks provided by private tow companies along the Turnpike system or other designated FDOT roadway.

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

All services are provided free of charge to Motorists. (except for towing a vehicle to a specific location outside of the designated emergency area). Do not accept payment of tips or any other form of compensation from Motorists.

The contractor bears the cost of repair of any damage caused by negligence of the operator to a Motorist's property while performing services under the Contract. Damage is to be documented with digital photos and provided electronically to the Department and Motorist. Notify the Department, in writing, and provide the digital photos of all claims of injury or damage against the Contractor within forty-eight (48) hours of the claim being made.

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

Activation levels:

Situations prompting activation of this plan component:



Stage 1 - Heavy turnpike traffic flow on the Turnpike system in advance of an approaching named tropical storm or hurricane or other stated emergency.

Activation may occur prior to any official emergency/evacuation orders. The wrecker plan component would be activated to support the Road Ranger and FHP efforts in the sectors experiencing heavy and building traffic demand. Motorist service trucks and wreckers would start their patrol of each sector from pre-determined locations in a “shot-gun” fashion.

Stage 2 – Pre-Evacuation Operation preparation, when notification is given that the Turnpike will soon activate and utilize the Operation Plan for the Turnpike Mainline and HEFT or other designated FDOT roadway.

Wreckers in the activated sector(s) will work with FHP Troopers to ‘sweep’ through their assigned area and clear out any errant vehicles and check closure points along the southbound lanes as well as continuing to assure maximum capacity in the northbound lanes.

Stage 3 - During an actual Evacuation Operation (Mainline/ HEFT or other designated FDOT roadway). All disruptive incidents will be cleared in an urgent manner to assure maximum roadway capacity in the normal traffic lanes.

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

Wrecker assignments:

Light/medium-duty units:

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

Duties of the light/medium-duty units include:

1. Aggressively **clearing** vehicles and debris from **crash scenes** as instructed with or without FHP presence. Policies for actions may change if or when actual evacuation is ordered.
2. If implemented, Shoulder Use for Emergency/Evacuation (SUEE) Plans are to be followed. SUEE are a set of plans developed by the Department that show the start and end points of SUEE, the staging locations of Law Enforcement Officers and possible staging location of EAVs. The SUEE plans are for reference only, are subject to change and will be distributed to the vendor as needed.
3. Looking for and immediately **relocating** any disabled vehicles **out of the traffic stream**. Once the vehicle is relocated out of traffic, offering short term (5-10 minute) assistance for problems such as out of gas, need a jump start, flat tire or overheated engine. Severely overheating vehicles producing visible steam may generate calls of “vehicle on fire.” In this case, the operator should remain with the vehicle until the steam subsides.



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

4. During Stage 1, or until notified, **moving any disabled vehicles** (that will not re-start or cannot be driven after 5-10 minutes) off the paved shoulder and **into the grass** area at least 6 feet from the edge of the paved shoulder. Vehicles will only be relocated to the right side of the roadway. The relocation of disabled vehicles from shoulders includes both main line and ramps. Vehicles are not to be left in the median or in gore areas. If the grass area is too soft to support a vehicle, the vehicle is to be relocated to a more appropriate location nearby.
5. Looking for any **abandoned vehicles** and, as directed, relocating them to a safe location well **onto the grass** at least six feet off the paved shoulder. In some cases, abandoned vehicles may be moved, if ordered, to a pre-determined holding area.
6. Moving or **removing all debris found** on the travel lanes or shoulder completely off the paved portion of the Turnpike system or other designated FDOT roadway.
7. As directed, **assisting FHP** Troopers or Turnpike/FDOT Staff with traffic control or maintaining signs, cones or barricades **at closure points** or specific locations. These special functions, if assigned, are to help maintain the maximum capacity of the Turnpike system prior to or during hurricane evacuation and/or emergency operations.
8. When **preparing for emergency/evacuation operation** activation, selected tow units may be assigned to work with FHP to inspect or “sweep” the lanes within the activated sectors. The intent is to form a squad of **troopers and wreckers** and move together looking for and **removing any disabled vehicles or stranded pedestrians and checking that the travel lanes are clear**. One by one, the wreckers would drop out at strategic locations within their sector and remain pre-positioned waiting for further instructions. Specific instructions will be given to these tow units by FHP Troopers. Wreckers not otherwise assigned or deployed by FHP should return to patrolling their assigned sector(s).
9. Tow unit and service patrol operators **will log all activities** by filling out an assist sheet (may be provided by FTE). It is especially important that any emergency fuel issued to motorists be recorded (vehicle license number, location, and estimated gallons of gas provided).
10. Patrolling operators may be asked to **report current driving conditions** and or travel speeds periodically to the Turnpike Emergency Operations Center (TEOC) through the sector coordinator.
11. Emergency Assistance Vehicles must move (push, pull or tow) disabled vehicles, with the least delay possible to a safe location, using all appropriate safety precautions. Do not damage Disabled Vehicles when moving them. If a Disabled Vehicle must be moved, then prior to moving the Disabled Vehicle, give Disabled Vehicles’ driver a copy of the following three statutes:
 - s. 316.065, F.S. (when driver must give notice of crash);



- s. 316.061, F.S. (when driver must remain at the scene of a crash, driver must move vehicle involved in a crash out of traffic, and the Department and their authorized agents have authority to move damaged vehicles); and
- s. 316.071, F.S. (driver must move Disabled Vehicle or allow EAV to help move if obstructing flow of traffic).

After providing the statutes listed above, then request the Disabled Vehicle's driver for permission for the EAV to push, pull, or tow the Disabled Vehicle to a safe location on the side of the road. If the Disabled Vehicle's driver refuses to allow a disabled or damaged vehicle to be moved, contact FHP for assistance. Remain on the scene until FHP or Road Rangers arrive and indicate services are no longer needed.

12. Transport motorists from disabled vehicle that cannot be timely remobilized to the next Service Plaza or a commercial establishment at the next or nearest exit. Transport may be accomplished with an EAV, if room allows, or with another safe and effective vehicle(s) as deemed necessary.
 - If Motorists have pets, transport pets that are contained or under continuous control by their owners (cages, leashes, harnesses, etc.). If, in the judgment of the Contractor, a pet could compromise the safety of passengers or other animals during the transport operation, do not transport the pet in the vehicle providing transport; instead, offer to the Motorists the option to safely place the pet in the Disabled Vehicle and tow the vehicle, with pets safely inside, to the same location to where the Motorist will be transported. If Motorist decline to accept this option, this is deemed as the motorist declining to be transported.
 - If Motorists have belongings, transport the belongings. Do not transport belongings if, in the judgment of the Contractor, the belongings are unnecessary or could compromise the safety of passengers or animals during the transport operation.
 - If, for any reason, a Motorist decline to be transported by the Contractor, document their decision and assist them in obtaining repair or towing service by contacting FHP. Rotation towing service or other towing service requested by the Motorist shall be at the Motorist's expense.
 - If the Motorist agrees to be transported but the EAV is not capable of transporting all the Motorists, stay with Motorists awaiting transport until the appropriate transportation arrives. Waiting is not required when Motorists choose to decline transportation services from the Contractor.
 - Keep a Department-supplied log sheet in each Support Vehicle used for transportation of Motorists. Complete the log as Motorists are transported. Request that each assisted Motorist initial the log confirming the information on the log sheet is approximately correct. If a Motorist refuses to initial the log, indicate the refusal on the log. Turn in the logs to the Department upon completion of the mobilization.
 - Keep a Department-supplied log sheet in each Support Vehicle used for transportation of Motorists. Complete the log as Motorists are transported. Request that each assisted Motorist initial the log confirming the information on the log sheet is approximately correct. If a Motorist refuses to initial the log, indicate the refusal on the log. Turn in the logs to the Department upon completion of the mobilization.



Heavy-duty wreckers:

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

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

Sectors:

There are three full and eight half Turnpike sectors. The wrecker support plan component may be activated for each sector separately or all at one time as conditions warrant. The wrecker support plan component may also be activated for other designated FDOT roadway.

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



7a	Toll 589.	MP 2.2	Independence Parkway	Exit 19	SR 54	17	No Service Plaza
	Toll 568	MP 0	Toll 589	MP 3	N Dale Mabry H	3	No Service Plaza
7b	Toll 589	Exit 19	SR 54	Exit 55	US 98	36	No Service Plaza

Table 1 - Towing Sectors

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

Units and equipment:

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

Types of trucks used to patrol the sectors:

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

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

Light/medium-duty wreckers or rollback carriers:

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

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

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

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



Service Patrol pick-up trucks:

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

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

In addition, the following is required:

- A 100-gallon fuel (minimum) storage tank with pump and hose
- 5 gallons of water
- Floor jack
- Jumper cables – 12-volt portable jump start pack or heavy-duty 20' jumper cables
- 2 each 4-way lug wrenches (metric, SAE)
- 80 lbs. oil dry
- Street broom
- Six 36" reflectorized traffic cones
- Roof mounted emergency light bar w/amber lights

Heavy-duty wreckers:

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

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

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

Operator certification:

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

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

Communication methods:

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



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

Media Interaction

All inquiries by a member of the media or any elected official shall be directed to the Department's Communication's Office. The Contractor shall disseminate this requirement to all employees and sub-contractors on the Contract.

Operations:

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



Emergency fuel

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

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

Other provisions, terms and conditions:

1. Each vendor shall prepare and submit a **service and maintenance plan** to show how units supplied under this program will be kept in continuous service with a minimum of down time. The plan shall include, but is not limited to, availability of spare tires, fuel, and other service items.
2. Mobilization is based on **up to** ten (10) trucks for patrol of each full Sector 1, 4 and 5, one (1) or (2) heavy-duty wreckers as designated, and a coordinator and a fuel attendant for each sector.
3. Half sectors (2a, 2b, 3a, 3b, 6a, 6b, 7a, 7b) supply **up to** five (5) trucks for patrol, one (1) heavy-duty wrecker, and a coordinator and a fuel attendant and are allocated one-half (1/2) the mobilization fee and performance bonuses for each divided sector portion.
4. If another named storm prompts an additional or subsequent implementation of this plan component, the wrecker contractor would qualify for a separate pre-determined mobilization payment.
5. Provide proper documentation to the Department for all Emergency Roadside Assistance Services to ensure reimbursement eligibility to the Department from the applicable Federal Disaster Reimbursement Program(s) ("FDRP"), which includes but is not limited to, programs of the Federal Highway Administration and the Federal Emergency Management Agency.



Pay Items:

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

Light / Medium-Duty Wreckers and Patrol Units

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

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

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

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

Heavy-Duty Wrecker

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

Support Units

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

The vendor shall indicate:

- The patrol sector or sectors that can be covered

Sector #s:

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

- The number of light/medium-duty tow or roll-back units that can be supplied _____

- The number of (non-tow) service patrol trucks that could be provided (maximum of 5 per full sector, 2 per half sector) _____

- The number of heavy-duty wreckers that could be supplied per sector _____

- That relief operators are available for each truck on patrol duty to maintain 24-hour coverage (work shifts not to exceed 12 hours) YES NO



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

- A. A lump sum **Mobilization** will be paid to each participating company to cover equipment preparation; initial filling of the emergency fuel containers; the complete deployment of the refueling station, including the attendant; the deployment of the sector coordinator; and deployment to the designated staging area(s) of the requested number of trucks and operators.
 - \$ 4,000.00 Lump Sum (full sector)
 - \$ 2,000.00 Lump Sum (half sector)

- B. An **Initial Performance Bonus** will be paid to each vendor supplying, on time, a full complement of vehicles, equipment, and personnel for the first 12-hour shift. The initial performance bonus will be paid a maximum of one time per zone per activation.
 - \$ 2,000.00 Lump Sum (full sector)
 - \$ 1,000.00 Lump Sum (half sector)

- C. An **Additional Performance Bonus** will be paid to each vendor supplying, on time, a full complement of vehicles, equipment, and personnel for each subsequent 12-hour shift after the initial 12-hour shift. The additional performance bonus will be paid one time per zone per 12-hour shift (or fraction thereof should the final shift be less than 12 hours) for the duration of the activation.
 - \$ 1,000.00 Lump Sum (full sector)
 - \$ 500.00 Lump Sum (half sector)

Acronyms

EAV	Emergency Assistance Vehicle
FDOT	Florida Department of Transportation
FHP	Florida Highway Patrol
FTE	Florida's Turnpike Enterprise
HEFT	Homestead Extension of Florida's Turnpike
TEOC	Florida's Turnpike Enterprise Emergency Operations Center
TMC	Florida's Turnpike Enterprise Traffic Management Center



Specialty Towing and Roadside Repair Services Program Selection Process

Appendix “F”

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

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

¹ Determination of comparison hourly rates for Turnpike Evacuation Rates:

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



Specialty Towing and Roadside Repair Services Program Selection Process

Appendix "F"

	Distance being evaluated	
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Maximum score is 100 points.

The prospective Tow Vendor's application shall address each of the above items.

The prospective Tow Vendor shall address the above items, items listed in Exhibit A, Section 2.2 Application Process, and other pertinent items described within the document.

Selection of a Tow Vendor will be based on the technical review team ranking and calculated scores of each application for each sector.



APPENDIX G

FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

The Tow Vendor shall provide an Operations Plan narrative explaining the Tow Vendor's approach to and understanding of the Specialty Towing and Roadside Repair Services Program. The plan should outline the Tow Vendor's approach to meeting the program requirements; proposed quantity, assignment and availability of equipment and operators; proposed management staff; understanding of the agreement; demonstrate understanding of quick clearance concepts; qualifications; and previous performance on similar projects

The narrative should include sufficient description of the Vendor requirements described in Exhibit A Section 3, to include any additional background and experience, fleet size, the equipment inventory, storage facility features, and any other pertinent details that may not have been covered elsewhere in the Application.

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

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

The proposing Tow Vendor shall provide a transition plan documenting the strategy that will be implemented to provide continuous service to customers through the transition from the current towing and repair service (where applicable).

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

The operations plan, training and equipment, and facilities are all qualifying factors for determining inclusion in the Program.

The following items are to be included ONLY in Exhibit C, Quantity and Price Proposal:

- **Response time**
- **Storage yard distance from the Sector(s) applied for**
- **Annual permit fee**



APPENDIX G

FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

• Emergency rates
DO NOT include these items in the Operations Plan narrative

Date of Application: _____

Sector(s) applying for:

Sector Number(s)	Roadway	From / To

Tow Vendor Name: _____

Business Address: _____

Contact Information			
Bus. Phone	Fax Phone	24-Hour Dispatch Phone	E-mail Address

Please check the appropriate box:

Sole Proprietorship Partnership Joint Venture Corporation

State of Florida Registration Number _____

Years Tow Vendor has been in business: _____ Years

Names of principle Owner(s) and Officers: _____

Years' experience in towing: _____



APPENDIX G

FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

Years' experience in towing: _____
Years' experience in towing: _____
Years' experience in towing: _____

Date the Tow Vendor began operating under this name: _____

List Tow Vendor Locations (City/County) _____

Complete this page for each garage or tow facility to be utilized.

Address: _____
City: _____ Zip _____
Phone _____ Fax _____

Does the applicant own or lease the buildings and/or adjoining land at this site?

Please explain: _____

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

Owners name: _____ Term of lease: _____
Address: _____
City: _____ State _____ Zip _____
Phone _____ Fax _____

Indicate date lease(s) expire. Is there an option to renew? _____

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

Sq. feet of garage _____

List hours of operation for the:
Garage _____ Tow facility office _____

Name of business if the garage is used as a vehicle repair business _____

Number of mechanics _____



APPENDIX G

FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

Sq. feet of secure storage yard _____ Is it fenced? _____

Describe the types of additional security arrangements or elements utilized:

Indicate the closest point and entrance to the Florida's Turnpike system and route from the garage:

Subcontractor Name: _____

Business Address: _____

Contact Information			
Bus. Phone	Fax Phone	24-Hour Phone	E-mail Address

Equipment description _____

Equipment location _____

Subcontractor Name: _____

Business Address: _____



APPENDIX G

FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

Contact Information			
Bus. Phone	Fax Phone	24-Hour Phone	E-mail Address

Equipment description _____

Equipment location _____



APPENDIX G

FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

For each service vehicle proposed, list the following detailed information:

1. Class and type
2. Chassis year, make and model
3. VIN
4. GVWR, wheelbase, number of axles
5. Wrecker manufacturer and model
6. Winch capacity
7. Under reach / under lift capacity
8. Indicate if vehicle is equipped with a push bumper

Photos are desirable but not required.

The Tow Vendor should also include proposed specifications for any additional vehicles needed to meet the Program requirements.

For each Tow Operator, provide the following information:

1. Full name
2. CDL Type and license number
3. State of issue
4. Date of birth
5. Date of hire
6. Detailed description (including dates) of towing experience, formal training, and certification level.
7. Indicate if the employee is in training



APPENDIX G

FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

The following section of the application pertains *only* to the Wrecker Support Component of the Turnpike Evacuation Plan

The Tow Vendor shall propose hourly rates for Hurricane Evacuation Plans Wrecker Support:

Pay Items:

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

Light / Medium-Duty Wreckers and Patrol Units	
<i>Three hourly rates will be used:</i>	
1a. Class A wrecker or flatbed or Class B wrecker, fully equipped, with push bumper, each	Rate as submitted in Exhibit C, Quantity and Price Proposal
1b. Class A wrecker or flatbed or Class B wrecker, fully equipped, no push bumper, each	Rate for 1a less \$20
1c. Full size pick-up service patrol truck, each	50% of rate for 1a
Heavy-Duty Wrecker	
2. Class C (minimum 25 ton) wrecker, each	Rate as submitted in Exhibit C, Quantity and Price Proposal
Support Units	
3. Coordinator, fuel attendant, associated vehicles, supplies and equipment, per sector or half sector	Rate as submitted in Exhibit C, Quantity and Price Proposal

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

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

<u>Sectors</u>	<u>Amount</u>
2a, 2b, 3a, 3b, 6a, 6b, 7a, 7b	\$ <u>2,000.00</u> Lump Sum
1, 4, 5	\$ <u>4,000.00</u> Lump Sum



APPENDIX G

FLORIDA'S TURNPIKE ENTERPRISE

Specialty Towing and Roadside Repair Services

Tow Vendor Application Form

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

<u>Sectors</u>	<u>Amount</u>
2a, 2b, 3a, 3b, 6a, 6b, 7a, 7b	\$ <u>2,000.00</u> Lump Sum
1, 4, 5	\$ <u>1,000.00</u> Lump Sum

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

<u>Sectors</u>	<u>Amount</u>
2a, 2b, 3a, 3b, 6a, 6b	\$ <u>500.00</u> Lump Sum
1, 4, 5	\$ <u>1,000.00</u> Lump Sum

The Tow Vendor shall indicate:

- The patrol sector or sectors that can be covered

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

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



APPENDIX G
FLORIDA'S TURNPIKE ENTERPRISE
Specialty Towing and Roadside Repair Services
Tow Vendor Application Form

End of section pertaining *only* to the Wrecker Support Component of the
Turnpike Evacuation Plan

APPENDIX H
Specialty Towing and Roadside Repair Services Program
Roadside Service Order: Light Duty Class-A

SERVICE DATE:

CASE #:

DISPATCH TIME	ARRIVAL TIME	DEPART TIME	COMPLETE TIME	REQUEST BY
VEHICLE OWNER'S NAME (FIRST, MI., LAST)			CONTACT PHONE #	
STREET ADDRESS				
CITY		STATE		ZIP CODE
DRIVER'S NAME IF DIFFERENT FROM OWNER (FIRST, MI., LAST) AND ADDRESS				
VEHICLE YEAR	MAKE / MODEL	COLOR	KEYS W/ VEHICLE? YES NO	HOLD ON VEHICLE? YES NO
LICENSE PLATE # / STATE		VIN #		
CUSTOMER REFUSED SERVICES OR MOA? (CIRCLE ONE) YES NO				
SIGNATURE (IF REFUSING SERVICE/MOA) x _____				

VEHICLE LOCATION (MILE POST) TOWED TO (ADDRESS / YARD) MILES ON TURNPIKE / MILES OFF /	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Service (no hook up) (includes first 30 minutes Tire change, Jump Start, winching, etc.)</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 10%;"></td> </tr> <tr> <td style="padding: 2px;">Fuel Cost (\$___/gal.)</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Additional time on-scene \$___ X__ 1/4 hr. (after first 30 minutes)</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Standard Tow (includes first 30 minutes)</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Mileage: \$__ X__ miles</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Winching (flat rate)</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Other or additional service \$___ X___ 1/4 hr.</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Police Requested Tow (includes first 30 minutes)</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Mileage: \$__ X__ miles</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Recovery (flat rate)</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Other or additional service \$___ X___ 1/4 hr.</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Professional Dive Team: \$__ X__ hrs.</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Storage: \$___ X__ days</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Administration Fee</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Additional labor, per person \$__ per hour</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">Motor Club (contractual)</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 2px;">TOTAL INVOICE</td> <td style="text-align: center;">\$</td> <td></td> </tr> </table>	Service (no hook up) (includes first 30 minutes Tire change, Jump Start, winching, etc.)	\$		Fuel Cost (\$___/gal.)	\$		Additional time on-scene \$___ X__ 1/4 hr. (after first 30 minutes)	\$		Standard Tow (includes first 30 minutes)	\$		Mileage: \$__ X__ miles	\$		Winching (flat rate)	\$		Other or additional service \$___ X___ 1/4 hr.	\$		Police Requested Tow (includes first 30 minutes)	\$		Mileage: \$__ X__ miles	\$		Recovery (flat rate)	\$		Other or additional service \$___ X___ 1/4 hr.	\$		Professional Dive Team: \$__ X__ hrs.	\$		Storage: \$___ X__ days	\$		Administration Fee	\$		Additional labor, per person \$__ per hour	\$		Motor Club (contractual)	\$		TOTAL INVOICE	\$	
Service (no hook up) (includes first 30 minutes Tire change, Jump Start, winching, etc.)	\$																																																			
Fuel Cost (\$___/gal.)	\$																																																			
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Mileage: \$__ X__ miles	\$																																																			
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Administration Fee	\$																																																			
Additional labor, per person \$__ per hour	\$																																																			
Motor Club (contractual)	\$																																																			
TOTAL INVOICE	\$																																																			
TOW COMPANY OPERATOR ID AND NAME TRUCK ID HOOKUP/ ENDING MILEAGE /																																																				
VEHICLE RELEASE Accepted by: _____ X: _____ Date: _____																																																				

Method of Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Credit/Debit <input type="checkbox"/> Check	Notes:
--	--------

APPENDIX I

Tow Company Name

Address
Address

TO: Jim Hilbert
Florida's Turnpike
P.O. Box 613069
Ocoee, FL 34761

Invoice No.
Billing Period:
Date:

FOR: Towing and Roadside Repair Services Program
Agreement Number #####
Sector Number(s)

AMOUNT: **Gone On Arrival/Made Own Arrangement** \$0.00
@ \$
Quantity
(Backup attached)

AMOUNT: **FTE / FHP Vehicle Service** \$0.00
@ \$
Quantity

@ \$ \$0.00
Miles
(Backup attached)

AMOUNT: **Relocation from Travel Lane** \$0.00
@ \$
Quantity
(Backup attached)

AMOUNT: **Debris Pickup** \$0.00
@ \$
Quantity
(Backup attached)

TOTAL AMOUNT DUE \$0.00

Please remit payment to:

Tow Company Name
Address
Address

Approved by:

Tow Company

FTE Contract Manager

Date

Invoice #	: T07491	Date	: 10/01/17
Billed To	: STARR - PRIVATE OWNER	Name	:
Year	:	Address	:
Make	:	City	:
Model	:	State	:
Style	:	ZIP	:
Color	:	Home Phone	: - -
V.I.N	:	Work Phone	: - -
License	:	Cash Value	:
State	: FL	Sale/Auction #	:
Odometer	:	Sale Date	:
Reason	: GONE ON ARRIVAL	Call #	:
P.O. #	: 080120	Member Exp.	:
Membership #	:	Payout Desc.	:
Lot Barcode	:	Member #:	:
Lessee:	:		
Driver	: MERTON	Need Release?	: N
Truck #	: 536	Release Date	:
Type of Tow	: LIGHT DUTY	Release #	:
Requested By	: STARR - PRIVATE OWNER	Released To	:
Location	: TP MM 88		
Destination	: GOA	Lot/Row/Slot	:
Time of Call	:	Time Dispatch	:
Arrival Time	:	Hook Time	:
Drop Time	:	Cleared Time	:
Total Hours	: 0.00	Hourly Rate	: \$0.00

Billed To: STARR - PRIVATE OWNER

Towing	\$35.00
2nd Tow	\$0.00
Labor	\$0.00
Winching	\$0.00
Misc	\$0.00
FSC	\$0.00
Unloaded	\$0.00
Loaded	\$0.00
Discount	\$0.00
Subtotal	\$35.00
Admin	\$0.00
Escort	\$0.00
Storage	\$0.00
Tolls	\$0.00
Payout	\$0.00
Tax	\$0.00
Tax 2	\$0.00
Total	\$35.00
Amount Paid	\$0.00
Balance Due	\$35.00

Mileage Summary			
Beginning	Ending	Total Miles	Rate
0	0	0	\$ 0.00
0	0	0	\$ 5.00

Storage Summary			
Date In	Date Out	Total Days	Rate
10/01/17		0.0	\$ 0.00

All Sales Final
I, the undersigned, do hereby certify that I'm
legally authorized and entitled to take possession
of the vehicle described above and/or all
personal property.

Signature: _____

Invoice Notes:
1. Date: 11/01/17 Time: 22:20
DISPATCHED 8:10, ARRIVED 8:31

APPENDIX J



FLORIDA'S TURNPIKE

Specialty Towing and Roadside Repair, RISC and Safety Patrol Programs Service Performance Comment Form

Today's Date: _____

Submitted by: _____

<p>Check one:</p> <p><input type="checkbox"/> Tow/RISC vendor</p> <p><input type="checkbox"/> Safety Patrol</p>

Comment is (check one):

- Praise** for Exceptional Performance
- Complaint** of Sub-standard Performance
- Other** _____

Company Name or "Safety Patrol": _____

Driver Name (Optional): _____

Incident Details (if available)

Date of Incident _____ Roadside Service Case Number _____

Incident location (roadway, direction, milepost, Zone or Sector Number, etc.): _____

Description of incident: _____

Check one or more:

- | | | |
|--|---|--|
| <input type="checkbox"/> Response Time | <input type="checkbox"/> Delayed Response | <input type="checkbox"/> Communication |
| <input type="checkbox"/> Safety Practices | <input type="checkbox"/> Service Vehicle | <input type="checkbox"/> Courtesy |
| <input type="checkbox"/> Lane Opening | <input type="checkbox"/> Tools and Equipment | <input type="checkbox"/> Helpfulness |
| <input type="checkbox"/> Quick Clearance | <input type="checkbox"/> Knowledge and Skill | <input type="checkbox"/> Cooperation |
| <input type="checkbox"/> Driving Practices | <input type="checkbox"/> Personal Performance | <input type="checkbox"/> Professionalism |
| <input type="checkbox"/> Other _____ | | |

Describe praise or complaint: _____

Specialty Towing and Roadside Repair Services Program

STARR Customer Brochure

Appendix "K"

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 32 0000EFL

POSTAGE WILL BE PAID BY ADDRESSEE

FLORIDA DEPARTMENT OF TRANSPORTATION
 FLORIDA'S TURNPIKE - TRAFFIC OPERATIONS
 P.O. Box 610069
 COCCEE FL 34761-0606

IF YOU NEED ASSISTANCE ON

- Call *FHP (*347) to connect with the Florida Highway Patrol for dispatch of Safety Patrol, if available, or STARR Tow Operators.
- You may make your own arrangements for service, unless you are involved in a crash or other police-involved action.

**TRAFFIC INFORMATION
ALL THE TIME**

For detailed traffic information, including traffic incidents and construction, traffic cameras, message boards, and estimated travel times for roadways across the state of Florida, please visit FL511.com or dial 511 before you go.

SAFETY TIPS
for Motorists Broken Down on Roadways

If you are stranded on the roadside, take extra precautions to make sure you stay safe and to help ensure the safety of other motorists:

- MOVE** your car out of the travel lane. Pull off to the right side of the road, onto the shoulder to a safe location to minimize the danger of getting struck by oncoming traffic.
- TURN** on your hazard lights; call *FHP (*347) for assistance.
- WAIT** for help as far away as possible from your car and traffic if you need to exit it. If there is guardrail or other barrier, stand behind it.

**MOVE IT
YES YOU CAN!**

In the State of Florida, if you are in a minor accident where there are no injuries and your vehicle is obstructing traffic.

**MOVE IT
YES YOU CAN!
It's the Law!**

STARR
SPECIALTY TOWING AND ROADSIDE REPAIR
Services Program

What is the STARR program?

Florida's Turnpike Enterprise's Specialty Towing and Roadside Repair Services Program (STARR) assists in meeting the goal of providing safe and quick clearance by contracting with area tow companies to respond to Florida Highway Patrol (FHP) calls for incidents or motorist services. The STARR program provides fee-based light and medium duty towing and minor vehicle repairs on Florida's Turnpike, Homestead Extension, Sawgrass Expressway, Veterans Expressway, Suncoast Parkway and the Turnpike-maintained section of the Beachline Expressway. Contracted response times for light duty wreckers vary from 20 – 30 minutes in urban areas to 45 minutes in rural areas.

- Contracted tow companies are authorized to provide service with maximum fees set by the Turnpike.
- STARR Operators are certified by the Towing and Recovery Association of America and are trained to work safely under high-speed traffic conditions.
- STARR service vehicles and facilities are inspected to meet STARR specifications. Authorized STARR service vehicles can be identified by the Florida's Turnpike decal.

Is it free?

STARR is NOT free. Charges apply for all STARR services:

- 24/7 Service via FHP dispatched response (call *FHP)
- The STARR operator will provide a fee sheet prior to providing service.
- Minor services include:
 - Tire changes
 - Emergency gas
 - Jump starts
 - Simple lockouts
- Local or long distance tow services are available

Safety Patrol

- Florida's Turnpike Safety Patrol/Road Rangers provide free services. However, patrol hours are limited and other incidents may take priority. There may be a significant wait time for the Safety Patrol/Road Ranger to arrive.
- STARR is not part of the Florida Department of Transportation's free Road Ranger program.

Payment information

Payment for services both at the scene and at the storage facility office may be made by cash, credit cards (Visa, MasterCard) or traveler's checks. The tow vendor requires additional verification/documentation for payment by credit card over the telephone.

- The STARR tow and service rates and fees are approved and monitored by Florida's Turnpike.
- Typical tow yard business hours are: Monday - Friday, 7 a.m. to 7 p.m., Saturday, 8 a.m. to 1 p.m. Closed on Sundays and holidays.
- After-hours requests for vehicle release subject to a maximum \$50 fee; Mileage fee begins from start point of tow hook up

for more information and rates:
www.floridasturnpike.com
 Select "Traveler Information"
 Then select "Motorist Assistance Guide"

Your Comments are important to us. Please take a few minutes and rate the following questions on a scale of 1 to 5

1	2	3	4	5
Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied
How would you rate the overall STARR experience? 1 2 3 4 5				
Quickness of the service truck getting to you? 1 2 3 4 5				
Operator courtesy? 1 2 3 4 5				
Amount of time to repair your vehicle or tow from scene? 1 2 3 4 5				
Ability of the STARR operator to assess your problem? 1 2 3 4 5				
Tow office staff courtesy? 1 2 3 4 5 N/A				
Amount charged? 1 2 3 4 5 N/A				

Date/Time: _____
 Location: _____
 Additional Comments: _____

(Please detach card and mail. No postage needed)

Program questions and concerns can be sent to Florida's Turnpike at: JIM.HILBERT@DOT.STATE.FL.US

FLORIDA'S TURNPIKE ENTERPRISE
APPENDIX L

Guidelines

for the

**MITIGATION OF
ACCIDENTAL
DISCHARGES OF
MOTOR VEHICLE
FLUIDS
(NON-CARGO)**

Note: The following guidelines were prepared to outline steps that can be taken by early responders to motor vehicle crashes to reduce the confusion and subsequent delays in re-opening roadways when spilled vehicle fluids are involved. Refer to the existing policies in place for dealing with Hazardous Material releases.

Guidelines for the **MITIGATION OF ACCIDENTAL DISCHARGES OF MOTOR VEHICLE FLUIDS (NON-CARGO)**

Purpose, Goal and Objectives

These guidelines were developed by the multi agency, Florida Statewide Incident Management Program (IMP) to clarify the goals, objectives and processes for clearing the highway of spilled motor vehicle fluids resulting from crashes and other vehicle incidents. The guidelines were reviewed and endorsed by the Florida Department of Transportation (DOT), Florida Department of Environmental Protection (DEP), and Florida Highway Patrol. The content of these guidelines is based on and consistent with the open letter to Fire-Rescue Departments and other response agencies from the Department of Environmental Protection dated June 14, 2002.

Spilled vehicle fluids are generally petroleum products, and most commonly are crank-case engine oil or diesel fuel, but they may also include transmission, hydraulic, or other fluids. Typically, absorbed vehicle fluids rarely fail the Toxicity Characteristic Leaching Procedure (TCLP) and thus are **usually not hazardous wastes**.

The goal is to provide guidance to responders and assist them in meeting the primary Incident Management goal of the Open Road Policy (ORP), namely to clear the incident scene within 90-minutes of the arrival of the first responder. In many incidents involving this level of spill, this goal can be far exceeded if these guidelines are followed.

The objectives of these guidelines are to:

- Provide specific procedural guidance for spilled vehicle fluid cleanup, and;
- Provide a reference for the disposal of spill materials.

Definitions

For the purposes of these guidelines, the following definitions apply:

- Absorbent materials are any materials, manufactured or natural that may be used to absorb spilled fluid, and may include commercial absorbents, saw dust, floor sweep, peat moss, absorbent pads, sand, clay or even topsoil.
- Cargo means the commercial (or other) materials being transported by the motor vehicle. Materials that are an intrinsic part of the vehicle itself are “non-cargo”, even if the vehicle is a commercial vehicle.

- Commercial vehicle is one that carries cargo of commercial materials for pay, and may include, but not limited to, small, medium and heavy trucks; panel trucks and vans; tractor-trailers; commercial busses.
- Hazardous materials (HAZMAT) are materials posing immediate life-threatening danger to people and property, as defined in the US DOT "North America Hazardous Materials Guidebook"
- Private vehicle is any vehicle that is used for the personal transportation of its occupants on a not-for-hire basis, and may include, but not be limited to, passenger cars and cycles, vans and SUVs, motor homes and recreational vehicles, and busses used for private purposes.
- Responders may include fire rescue, wrecker operators, Road Rangers, contractors, and DOT or local highway agencies.
- Responsible party is the entity having dominion over the product prior to the spill, not necessarily the party responsible for the accident.
- Spill means the expulsion of any vehicle fluids upon the roadway itself or the abutting areas that cause an immediate threat to traffic by hindering its normal operation in any way (covering surfaces causing slicks, dripping onto traffic below, etc.).
- Vehicle fluid, or simply fluid(s), are non-cargo liquid materials that are spilled from the vehicle, such as gasoline, diesel fuel; motor oil; coolants; transmission, brake and hydraulic fluids. These may originate from the engine, drive train, fuel tanks, wheel assemblies, compressors, air handlers or any component of the vehicle, including tractor and trailer, as applicable.

Scope

These guidelines only apply to spilled motor vehicle fluids from private and commercial vehicles used for the operation of the vehicle. They do not apply to any hazardous material cargo spill.

The full extent of these guidelines cover crashes involving commercial vehicles. Spilled fluids from **passenger vehicle** crashes are exempt from regulation with respect to removal and reimbursement, but should be routinely cleaned up by responders and/or vehicle owners in accordance with this guideline for clearance.

Clearance Procedure

In situations involving the spillage of vehicle fluids on a roadway from both **commercial vehicles** and **private vehicles**, the preferred clean-up method is to soak up as much material as possible using absorbent materials. Also, move the absorbent materials out of the travel lanes and store at the roadside, preferably well off the shoulder. In some cases the material may be containerized and placed in the damaged vehicle(s) for removal by the towing company. **Note: DOT and other crash-scene responders may apply absorbents and sweep off travel lanes regardless of the quantity.** It is **not** necessary to await a licensed clean-up contractor.

Clean up normally involves the use of granular absorbents or vermiculite, floor sweep, peat moss, pads and booms, clay or topsoil. In limited situations, sand can also be used but it is better suited for increasing friction than to be used as an absorbent. If immediately available, an alternative method for dealing with the thin film that may remain after absorbents are used is to apply a light dusting with Portland cement.

Defensive efforts can include containment or diking, soil berming, and stopping the leak at the source. These efforts not only limit the size of the release, but also can help prevent the spilled material from entering storm drains. Pails, buckets, kiddie pools, as well as hand transfer pumps are typical items used to contain and limit diesel fuel spills on roadways.

The Responsible Party [RP] is accountable for vehicle fluid spillage, including the final removal and proper disposal of absorbents and if needed the subsequent site remediation. If the RP does not or cannot handle this responsibility in a timely manner, the governing authority [State of Florida, County, City, etc.] will initiate disposal and the responsible party will be billed. **Clean-up actions taken by early responders do not affect or limit this responsibility.**

Responders should be aware that it often takes several hours for a clean-up contractor to arrive on-scene. Therefore, priority should be given to re-opening the travel lanes. In many cases lanes can be re-opened with a minimal effort using available absorbents applied by on-scene personnel.

Additional or incidental material spilled during the relocation of the vehicle out of the travel lanes of the roadway can be cleaned up and moved to the roadside with the other absorbents used at the scene. *The responsible party remains accountable!*

Absorbent material moved out of travel lanes may be bagged in heavy-duty trash bags, wrapped or 'diapered' in plastic sheeting, or containerized in pails or barrels. The material should be well off the travel portion of the roadway and can remain there a reasonable time to allow for disposal by the responsible party or a contractor, [paid by the responsible party]. The material may also be placed in the damaged vehicles and removed by the towing company.

The containers used to hold the material should be tagged and clearly marked to indicate the type of absorbent used and the material that was spilled. It is also desirable to indicate the responsible party. Care should be taken not to overload the containers used to store the absorbents. If trash bags are used, double bag and limit each bag to about 15 pounds.

The reportable quantity of 25 gallons does not automatically prevent or limit on scene actions to mitigate the spill. In fact **prompt intervention is encouraged** to limit the congestion impact and prevent the high probability secondary incidents as a result of extended traffic blockage. **It is very important that every effort be made to limit the amount time the spilled fluids are in contact with asphalt pavement.**

Traffic cones or other readily identifiable method should be used at the site to mark the location of the material for later retrieval.

Spill clean up by a fire department, highway agency, wrecker operator, roadway contractor or the responsible party should be limited to spills of a magnitude within their capabilities. However, *no responder is restricted from taking prompt action to stop the spill at its source, to contain and limit the size of the spill, to limit the damage to the pavement surface, and to prevent any flammable material from catching fire.*

Vehicle fluid spills which have soaked into soil will require cleanup but may be completed at a later date. Care must be taken to locate any underground utilities prior to the excavation of contaminated soil.

Disposal options for non-hazardous fuels, oils, and other vehicle fluids include, but not limited to:

- Thermal treatment at a permitted soil burner
- The use of an approved oil hauler for liquids
- Incineration at a local landfill incinerator
- And delivery to a local Household Hazardous Waste Facility. (Some limitations may apply)

Responders should have 'Right to know' instruction for handling these vehicle fluids and have completed the "Awareness" level of Hazardous Material Training.

Summary

A quick-reference of these guidelines is included on the next page.

NOTIFICATION and REPORTABLE QUANTITIES

Florida DEP has adopted the US Environmental Protection Agency reportable quantity of 25 gallons for spilled petroleum products. The notification requirement can be met by calling the State Warning Point, who will contact DEP's Bureau of Emergency Response (BER).

STATE WARNING POINT [800] 320-0519, 24 hours, 7 days

When calling be prepared to give the location, type of fluid spilled, RP name, address and phone number.

VEHICLE FLUID SPILL CLEAN-UP GUIDELINES

Quick Action Guide

- Identify spill as a vehicle fluid
- Stop leaking material at the source
- Contain and limit spill from spreading
- Apply available absorbents
- Sweep material off travel lanes
- Second application if necessary
- Gradually restore traffic flow
- ID RP and mark location of material
- Assure proper notification made



APPENDIX M

Operator Registration and Qualification Checklist

~~ Required for each operator working on the Turnpike ~~

Tow Company / Employer: _____

Operator Name: _____ ID or Badge #: _____

Date of Hire: _____ Date of Birth: _____ Age: _____

Driver license: State: _____ Number: _____ Class: _____

Operator checklist:

- Is licensed to drive the assigned service vehicle in accordance with the Florida Motor Vehicle Code.
- Is at least eighteen (18) years of age.
- Has a safe driving record in accordance with FDOT "Driver's Records Requirements" Procedure No. 250-000-010.
- Is drug free in accordance with Section 112.0455, F.S.
- Has cleared FDLE background check
- Meets requirements to be a legal resident of the United States
- Is approved to work in the United States.
- Speaks and understands English fluently and can clearly express him or herself using the English language.
- Has been trained and exhibits the skill and experience to safely operate a tow vehicle and provide roadside repairs on a high-speed limited access highway.

Tow Company Owner/President/Officer:

Printed Name

Signature

Date



APPENDIX N

Operator Training and Certification Checklist

Specialty Towing and Roadside Repair

Tow Company / Employer: _____

Operator Name: _____ ID or Badge #: _____

Formal tow industry training (use additional pages as needed)

Training Company: _____

Name of training course: _____

Specific training:

- Up-righting vehicles Axle weight distribution
- Proper loading/securement

Trainer name: _____ Training date(s): _____

Safety procedures for high speed limited access facilities training:

- Vehicle positioning
- Shoulder use
- Crossover use
- Seat belts
- Safety apparel
- General driving
- Assisting disabled vehicles
- Push bumper use
- Towing
- Recovery and winching
- Water recovery
- Traffic crashes
- Abandoned vehicles

Trainer: _____ Date: _____

Go to Page 2



Operator Training and Certification Checklist

Traffic Incident Management Enhancements (TIME) Program

Certification

- Towing and Recovery Association of America (TRAA) National Driver Certification for Level I Light Duty Towing and Recovery / Turnpike Approved Formal Training Program. (Required within 6 months of work on STARR Program.)

Currently certified?

- Yes Certification Date: _____ Number: _____
- No Planned / proposed date of Certification: _____

Use additional sheets as needed for training documentation



ATTACHMENTS

RFP-DOT-18/19-8002-WS

SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES

FLORIDA'S TURNPIKE ENTERPRISE

426895-1-72-07

ATTACHMENT "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____

FPI Nos. 426895-1-72-07

Project Description _____

Contractor _____

Contract For: Specialty Towing and Roadside Repair (STARR) Services

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, Vice President, President or other Designated Officer (Corp. Resolution)

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20__

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print / Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

* If person signing for the Business is someone other than the Owner, Vice President or 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

ATTACHMENT "B"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20__

Contract No.: _____

Financial Project No. 426895-1-72-07

Contract For: Specialty Towing and Roadside Repair (STARR) Services

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



EXHIBIT "B"

METHOD OF COMPENSATION

RFP-DOT-18/19-8002-WS

SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES

FLORIDA'S TURNPIKE ENTERPRISE

426895-1-72-07



Specialty Towing and Roadside Repair Services Program Method of Compensation Exhibit "B"

1 General

The Vendor shall furnish all labor, equipment, materials, and incidentals necessary to provide Specialty Towing and Roadside Repair (STARR) Services without charge or expense to Florida's Turnpike Enterprise (FTE). Services shall include all fees associated with tolls, dumping, fuel, permits, and all documentation required herein. All work specified or implied herein shall be done whether or not the work is specifically defined. Unless otherwise specified, there shall be no additional charges or expense to FTE except as specified in Exhibit "A," Scope of Services or Exhibit "B," Method of Compensation.

2 METHODS OF MEASUREMENT

All measurement of payment will be based on the actual amount of work completed, in strict accordance with the specifications and approved by the Department's Contract Manager. Work completed under this Contract shall be measured according to the methods outlined in the basis of payment (see Section 2.1, Basis of Payment) and shall be paid in accordance with the unit rates specified in Exhibit "C," Price Proposal.

The Vendor may receive payment from FTE for documented and approved instances of FTE customer "gone on arrival" (GOA) and/or "made own arrangements" (MOA); service or towing to FHP/FTE vehicles, relocation of vehicles from travel lane (no customer), FHP-directed Evidence Tows and debris pickup.

The Vendor agrees to provide FTE with invoices in a FTE approved format. Sample invoice templates are provided in Appendix I to facilitate processing and payment. Completed invoices shall be submitted monthly to FTE. It will be the Vendor's responsibility to submit signed invoices to FTE for payment.

Fees and Compensation

2.1 Basis of Payment

- a. The maximum wrecker and roadside assistance rates to be charged customers shall be as provided in Appendix D, Maximum Rates and Fees. FTE may review the rates annually and at its discretion may adjust the approved wrecker and roadside service rates.

- b. Rates and fees for light duty towing and roadside services shall be printed on the back of the invoice as easy reference for FTE customers. These rates shall be shown to customers prior to providing service. (See Exhibit "A," Scope of Services, Section 4.4.2)
- c. The Vendor shall compute charges for a single complete transaction using the allowable rates and guidelines set forth herein.

2.2 Billing Vehicle Owners

- a. The Vendor agrees to seek compensation only for actual roadside services, towing and storage 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 FTE or FHP or their respective employees or agents for any roadside services, towing or storage services except as noted in Section 3.1, Section 3.2, and Exhibit "A," Scope of Services, Section 4.4.3.

2.3 Acceptance of Credit Cards

- a. The Tow Operator shall be equipped to take payment both in the storage facility office and at the scene for services in the form of cash, credit card (Visa or MasterCard) or travelers' checks. The Tow Operator shall not charge customers for the use of credit cards or travelers checks.

3 COMPENSATION BY FTE

3.1 No Chargeable Service Provided

If the Vendor is requested by FHP Dispatch to provide customer assistance which results in the Tow Operator arriving on scene and not providing any chargeable service to the customer as described in Exhibit "A," Scope of Services, Section 4.4.3, the Vendor can apply for reimbursement by FTE for the response. Such calls will be verified by FTE before payment. FHP Dispatch must have been advised by the Tow Operator upon arrival at the scene to verify the call.

The Vendor will be reimbursed by FTE at the rates provided in Appendix D, Maximum Rates and Fees, Miscellaneous Fees.

The Vendor's invoice must include the Roadside Service Case Number, vehicle description and license plate or Vehicle Identification number (except for vehicle GOAs), and sufficient proof of claim and verification by FTE to substantiate payment by FTE.

Invoices for FTE reimbursement are to be submitted to FTE on a bi-monthly basis. FTE will not reimburse the Vendor for any work paid for by other agencies, companies, or associations.

FTE will not reimburse the Vendor for occurrences under the following circumstances:

- o No Roadside Service Case Number issued or FTE verification of service provided.
- o Missing or incorrect Roadside Service Case Number on invoice.
- o No plate number or VIN number (MOA)
- o Missing dispatch time and arrival time.

- o Missing location
- o Roadside Service Order indicates customer was billed or has paid for service.
- o No reason documented on Roadside Service Order (GOA, MOA, etc. not indicated).

3.2 FTE Vehicle Service

Vendor charges for FTE Turnpike vehicles and FHP Troop K vehicles requiring roadside or tow services shall be in accordance with the rate shown in Appendix D, Maximum Rates and Fees, Miscellaneous Fees.

3.3 Permit Fees

The Vendor shall indicate in their application their proposed annual permit fee for each sector desired. The amount of the proposed permit fee is a qualifying factor in the selection process. Minimum permit fees are as follows:

Sector	2018 Fee
1	\$8,000.00
2a	\$3,000.00
2b	\$9,000.00
3a	\$5,000.00
3b	\$6,000.00
4	\$5,000.00
5	\$6,000.00
6a	\$8,000.00
6b	\$5,000.00
7a	\$1,000.00
7b	\$1,000.00

Table 2 - Minimum Fees

The annual permit fees shall be remitted in equal quarterly payments. The first payment is due at the time of execution of the Contract, and subsequent payments will be due March 1, June 1 and September 1. Should remittance of the permit fees be more than fifteen (15) working days late, the Vendor is subject to Contract termination at FTE's option.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



**EXHIBIT "C"
PRICE PROPOSAL**

RFP-DOT-18/19-8002-WS

SPECIALTY TOWING AND ROADSIDE REPAIR (STARR) SERVICES

FLORIDA'S TURNPIKE ENTERPRISE

426895-1-72-07

EXHIBIT "C"

**Specialty Towing and Roadside Repair (STARR)
 Exhibit "C"
 Quantity and Price Proposal**

Sector applying for:¹ _____

Item #	Item	Unit	Quantity	Unit Price	Pay Item Total
1	Response Time ²	Minutes	_____	X	X
2	Annual Permit Fee	Lump Sum	1	\$ _____.	\$ _____.
3 ³	Emergency/Evacuation Rate – 1a. Class A wrecker or flatbed or Class B wrecker, fully equipped, with push bumper	Per Hour	_____ ⁴	\$ _____.	\$ _____.
4	Emergency/Evacuation Rate – 1b. Class A wrecker or flatbed or Class B wrecker, fully equipped, <u>with no push bumper</u> (Calculation: Rate for 1a. less \$20/hr.)	Per Hour	_____ ⁴	\$ _____.	\$ _____.
5	Emergency/Evacuation Rate - Full size pick-up service patrol truck, each (Calculation: 50% x 1a)	Per Hour	_____ ⁴	\$ _____.	\$ _____.
6	Emergency/Evacuation Rate – 2. Class C (minimum 25 ton) wrecker	Per Hour	1	\$ _____.	\$ _____.
7	Emergency/Evacuation Rate – 3. Coordinator, fuel attendant, associated vehicles, supplies and equipment	Per Hour	1	\$ _____.	\$ _____.
8	Facility driving distance from Sector Turnpike entry point	Miles ⁵	_____	X	X

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. However, all vendors should be aware, that effective July 1, 2018, through June 30, 2019, in accordance with House Bill 5003, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will be seven-tenths of one percent (0.7 %) of the payment issued.

Name of Business

Date

¹ Complete an Exhibit "C" form for each sector submitted

² Class A response.

³ Items 3, 4, 5 and 6 are combined (summed) to arrive at the cost per hour for evaluation of proposals.

⁴ Enter quantity 5 for half sectors 2a, 2b, 3a, 3b, 6a, 6b 7a, 7b. Enter quantity 10 for sectors 1, 4 and 5.

⁵ Round to nearest whole mile (minimum 1 mile)

Specialty Towing and Roadside Repair (STARR)

Exhibit "C"

Quantity and Price Proposal

The undersigned has completed and is returning the following documents as part of its Proposal Package and understands that failure to return this document as your Price Proposal may cause rejection of the Proposal Package.

The following Exhibit must be completed and submitted as your Price Proposal package by the stated due date and time (view the Schedule of Events):

___ Price Proposal: Exhibit C, Pages C-1 through C-2

The following forms must be completed and submitted with the Technical Proposal at its due date and time (view the Schedule of Events):

___ All forms supplied with the advertisement package (Forms 1 through 4 and Forms 5 & 6 if applicable). Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. (Include all forms in your technical proposal package.)

Name of Business: (Print) _____ Federal I.D. No. _____

Mail Address: _____ M.B.E. yes _____ no _____

Street Address: _____

City: _____ County: _____ State: _____ Zip: _____

Phone Number: () _____ - _____ Fax No. () _____ - _____ Email Address: _____

Authorized Signature: _____ Title: _____

Owner, Vice President, President, or Designated Officer (Corporate Resolution)**

Print/Type Name: Mr. _____ Ms. _____ Mrs. _____ Date: _____

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