

SUBMIT TO:

STATE OF FLORIDA
INVITATION TO NEGOTIATE
ACKNOWLEDGMENT

Page 1 of _____ pages
NEGOTIATIONS WILL BE HELD _____ days after such date and time.
NEGOTIATION NO. _____

AGENCY MAILING DATE: _____ TITLE: _____

STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER _____

VENDOR NAME _____ REASON FOR NO RESPONSE _____

VENDOR MAILING ADDRESS _____

CITY - STATE - ZIP _____ POSTING OF NEGOTIATION TABULATIONS
Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), 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. Posting will be on or about:

AREA CODE _____ PHONE NUMBER _____
FREE NUMBER _____

I certify that this negotiation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In conducting negotiations with an agency for the State of Florida, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the respondent.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

- 1. NEGOTIATION:** Negotiation must contain a manual signature of authorized representative in the space provided above. Negotiation must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made to price must be initialed. The company name and SPURS vendor number shall appear on each page as required. (NOTE: if you are registered with DMS, your SPURS vendor number is located just above your firm's name on the label of the envelope transmitting this invitation.) Complete ordering instructions must be submitted with the negotiation. If you are not a registered vendor with the Department of Management Services, contact State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL. 32399-0950, (850) 487-4634 immediately.
- 2. NO RESPONSE:** If not submitting a negotiation package, respond by returning only this Invitation to Negotiate acknowledgement form, marking it "NO RESPONSE" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the mailing list. NOTE: To qualify as a respondent, respondent must submit a "NO RESPONSE", and it must be received no later than the stated opening date and hour.
- 3. PRICES, TERMS AND PAYMENT:** Firm prices shall be quoted and include all packing, handling shipping charges and delivery to any point within the State of Florida.
 - a) TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.
 - b) CASH DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.
 - c) MISTAKES:** Respondents are expected to examine the specifications, delivery schedule, negotiated prices, and all instructions pertaining to supplies and services. Failure to do so will be at respondent's risk. In case of mistake in extension the unit price will govern.
 - d) CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this negotiation shall be new (current model available at the time of this negotiation). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - e) SAFETY STANDARDS:** Unless otherwise stipulated in the negotiation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - f) INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoice to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of good or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

- INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractor's rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR RESPONSE SYSTEM:** To access an interactive Voice Response System for vendor payment inquiry, vendors may call (850) 413-7269 between 7 a.m. and 6 p.m. Monday through Friday to check on the status of payments by State agencies. The system can accommodate English and Spanish speaking callers. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt an agency has five (5) working days to inspect and approve the goods and services, unless the response specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods and services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03 F.S., will be due and payable, in addition to the invoice amount to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. State Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, State Purchasing may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.
- g) ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- 4. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturers names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The respondent may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **Measurements:** Customary measurements appearing in these specifications are not intended to preclude responses for commodities with metric measurements. If responses are based on equivalent products, indicate on the response form the manufacturer's name and number. Respondent shall submit with his response, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. The State of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Responses which do not comply with these requirements are subject to rejection. Responses lacking any written indication of intent to respond with an alternate brand will be received and considered in complete compliance with the specifications as listed on the response form. State Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the State unless evidenced by Change Notice issued and signed by the Agency Purchasing Director, or Purchasing Agent.

cognizable defense against the legal effect thereof.

- 5. INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the negotiation opening. Inquiries must reference the date of negotiation and negotiation number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by an Agency decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), F.S. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120 F.S.
- 6. NOTICE OF NEGOTIATION PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by State Purchasing or State agency pursuant to Section 120.57 (3), F.S., shall post with State Purchasing or the State agency at the time of filing the formal written protest, or within the 10 day period allowed for filing the formal written protest, a bond payable to State Purchasing or the State agency in an amount equal to 1 percent of the estimated total volume of the contract or \$5000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of State Purchasing pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5000, whichever is less. In lieu of a bond, State Purchasing or the State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE REQUIRED TIME WILL RESULT IN A DENIAL OF THE PROTEST.**
- 7. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents must disclose name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches.
- 8. AWARDS:** As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all negotiations, waive any minor irregularity or technicality in any response received. When it is determined there is competition to the lowest responsible respondent, evaluation of other responses are not required. Respondents are cautioned to make no assumptions, unless their response has been evaluated as being responsive. All awards made as a result of this negotiation shall conform to applicable Florida Statutes.
- 9. NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the State may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs, and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in negotiation and/or purchase order may result in contractor being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
 - a) Supplier's name being removed from State Purchasing vendor mailing list.
 - b) All State departments being advised not to do business with the supplier without written approval from State Purchasing until such time as supplier reimburses the State for all procurement and cover costs.
- 10. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
 - a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
- 11. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this response prior to their delivery, it shall be the responsibility of the supplier to notify the State at once, indicating in a letter the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.
- 12. LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any respondent shall not constitute a
- 13. PATENTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article supplied by the contractor. The contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the State's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the contractor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 14. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the State of Florida. This shall also apply to all in-place equipment on rent or lease plan. Price increases are not acceptable.
- 15. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. Also, cancellation may be required in accordance with Section 287.042(2)(b) and (c), F.S. In addition to the provisions of the Renewal Paragraph, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
- 16. RENEWAL:** The Purchaser reserves the option to renew the period of this contract or any portion thereof, for an additional term not to exceed the original contract period unless the original contract period is 24 months or less in which case the contract may be renewed up to 2 one year periods. Renewal of the contract period shall be by mutual agreement in writing.
- 17. ADVERTISING:** In submitting a response, respondent agrees not to use the results therefrom as part of any commercial advertising.
- 18. ASSIGNMENT:** Any Purchase Order issued pursuant to this negotiation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency. State Purchasing or State agency may assign the resulting contract upon mutual consent.
- 19. LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
- 20. FACILITIES:** The State reserves the right to inspect the respondent's facilities at any reasonable time with prior notice.
- 21. THE SUCCESSFUL RESPONDENT(S) MUST PROVIDE:** A copy of any product literature and price list, in excellent quality black image on white paper.
- 22. ADDITION/DELETION OF ITEMS:** The State of Florida reserves the right to add to or delete any item from this negotiation or resulting contract when deemed to be in the State's best interest.
- 23. ORDERING INSTRUCTIONS:** Manufacturers are encouraged to negotiate direct naming dealers who will accept orders and complete deliveries. Respondent must include complete detailed ordering instructions, including SPURS vendor number(s) for invoicing dealers on the negotiation form provided.
- 24. PUBLIC PRINTING:** A respondent must have at the time of negotiation a manufacturing plant in operation which is capable of producing the items negotiated and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to respondents located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a respondent located outside the State.
- 25. PUBLIC RECORDS:** Any material submitted in response to this Invitation to Negotiate will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING NEGOTIATION DOCUMENTS CONSTITUTE AN OFFER FROM THE RESPONDENT. IF ANY OR ALL PARTS OF THE NEGOTIATION ARE ACCEPTED BY THE AGENCY REPRESENTATIVE AN AUTHORIZED REPRESENTATIVE OF STATE PURCHASING OF THE DEPARTMENT OF MANAGEMENT SERVICES SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

STATE OF FLORIDA

BY: _____ CONTRACT NUMBER _____
 AUTHORIZED AGENCY SIGNATURE

DATE: _____ EFFECTIVE _____ THROUGH _____

State of Florida
Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069, Milepost 263, Building 5315
Ocoee Florida 34761-3069

INVITATION TO NEGOTIATE (ITN) REGISTRATION

**COMPLETE AND RETURN THIS FORM
TO THE ABOVE ADDRESS OR FAX TO (407-822-5821)**

Negotiation Number: ITN-DOT-03/04- 8004

Title: Roadway Incident Scene Clearance

Deadline for submission of Forms: See Section 13.0 of Special Conditions

Vendors should *notify* our office by returning this ITN Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida's Turnpike Enterprise Procurement Office at (407-822-5821), or mail to the address noted above.

THE INVITATION TO NEGOTIATE 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 negotiation 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 Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on "Initiate Search"). It is the responsibility of the vendor to monitor this site for any changing information prior to submitting its reply.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Internet F-Mail Address: _____

Signed: _____ DATE: _____

For further information on this process, you may contact Denise Roberts C.P.P.B. at (407-264-3147).

MBE/DBE PARTICIPATION STATEMENT

Note: The Vendor is encouraged to complete the following information and submit this form with the Technical Proposal. However, submission of this form is not mandatory and at the discretion of the Vendor.

Project Description: _____

Vendor Name: _____

This vendor (is _____)(is not _____) a Department of Transportation certified Minority Business Enterprise (MBE) and/or Disadvantaged Business Enterprise (DBE)

Expected percentage of contract fees to be subcontracted to MBE/DBE's: _____%

If the intention is to subcontract a portion of the contract fees to MBE/DBE'(s), the proposed MBE/DBE is as follows:

DBE/MBE Contractor

Type of Work/Community

By: _____

Title: _____

Date: _____

BID OPPORTUNITY LIST

Please complete and mail, fax or e-mail to Equal Opportunity Office

605 Suwannee St., MS 65

Tallahassee, FL 32399-0450

TELEPHONE: (850) 414-4747

FAX: (850) 488-3914

Valeria.Robinson@dot.state.fl.us

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: _____

Address/Telephone Number: _____

Quotes/Received During Month/Yr: _____

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts and material supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for No. 1 and should provide any information they have available on Numbers 2, 3, 4 and 5 for themselves, subcontractors and subconsultants.

1. Firm Name/Address/Phone:

3. DBE
 Non-DBE

 4.

5. Annual Gross Receipts:
 Less than \$1 Million
 Between \$1-\$5 Million
 Between \$5-\$10 Million
 Between \$10-\$15 Million

2. Age of Firm: _____

Sub-contractor
 Sub-consultant

1. Firm Name/Address/Phone:

3. DBE
 Non-DBE

 5.

5. Annual Gross Receipts:
 Less than \$1 Million
 Between \$1-\$5 Million
 Between \$5-\$10 Million
 Between \$10-\$15 Million

2. Age of Firm: _____

Sub-contractor
 Sub-consultant

1. Firm Name/Address/Phone:

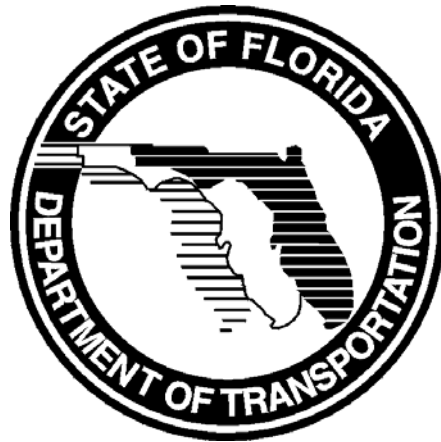
3. DBE
 Non-DBE

 6.

5. Annual Gross Receipts:
 Less than \$1 Million
 Between \$1-\$5 Million
 Between \$5-\$10 Million
 Between \$10-\$15 Million

2. Age of Firm: _____

Sub-contractor
 Sub-consultant



INVITATION TO NEGOTIATE
FLORIDA'S TURNPIKE ENTERPRISE
ROADWAY INCIDENT SCENE CLEARANCE
ENTERPRISE WIDE

ITN-DOT-03/04-8004

DEADLINE FOR TECHNICAL QUESTIONS BY 5:00 PM (TBD)

SEALED REPLIES ARE DUE BY:
(TBD)

MAIL OR DELIVER SEALED REPLIES TO:

Florida Turnpike Enterprise,
Contractual Services
Milepost 263.0 Turkey Lake Service Plaza
Turnpike Headquarters, Building 5315
Ocoee, Florida 34761
Contact: Denise Roberts, CPPB
Phone: 407-264-3147

CONTACT FOR TECHNICAL QUESTIONS:

Ademola Adelekan
Roadway Operations Engineer
P.O. Box 9828
Ft. Lauderdale, Florida 33310-9828
954-934-1224

SPECIAL CONDITIONS

1.0) INVITATION (ITN-DOT-03/04-8004)

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from qualified vendors interested in participating in competitive negotiations to establish non-exclusive term contracts to provide (certain roadway incident scene clearance services for certain roadways within the Florida Turnpike Enterprise system of Toll roads.) . It is anticipated that the term of the agreement will be from the date of contract execution through December 31 of the contract execution year or December 31, of the following year if the original contract term would be less than six (6) months.

The Department considers that time is of the essence in the vendor's performance of required services. The incident scene clearance services described herein are considered by the Department to be the required emergency action for each motor vehicle crash or incident covered under this contract.

The Department intends to execute non-exclusive contracts with all responsive and responsible Vendors whose proposals are determined by the Selection Committee to comply with contract specifications.

2.0) CONTRACT IDENTIFICATION NUMBERS

Invitation to Negotiate No. – ITN-DOT-03/04-8004.

3.0) CONTRACT AGENCY

The Contracting agency is the State of Florida Department of Transportation, Turnpike Enterprise, hereinafter called the "Department".

4.0) VENDOR REGISTRATION

All vendors that have not re-registered with the State of Florida since March 31, 2003, must go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

5.0) MyFloridaMarketPlace TRANSACTION FEE

This procurement is subject to the MyFloridaMarketPlace Transaction Fee, pursuant to Rule 60A-1.031, Florida Administrative Code, and Attachment 1 will be applicable.

6.0) CONTRACT RENEWAL

This contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Renewal of the contract shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract.

7.0) SCOPE OF SERVICES/SPECIFICATIONS

Details of the desired 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.

8.0) ORAL INSTRUCTIONS

Vendors can discuss this procurement with any Department employee but should only rely on information obtain in writing in accordance with this section 8.0 and the following section 9.0.

No negotiations, decisions, or actions shall be initiated or executed by a firm as a result of any oral discussion with a State employee. Only those communications, which are in writing from the Department, shall be considered as a duly authorized expression on behalf of the Department. The Department will forward to all firms in receipt of the Invitation to Negotiate and under selection consideration, written responses of the Department to a firm's technical question.

Also, only written communications from firms will be recognized by the State as duly authorized expressions on behalf of the firm.

9.0) ITN QUESTIONS & ANSWERS

Any questions arising from this Invitation to Negotiate must be forwarded, in writing, to the procurement agent identified below. Questions may be asked at any time and will be answered within five (5) working days.

The Department's written response to written inquiries submitted timely by interested vendors 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)", then click on "Search Advertisements"), under this ITN number. It is the responsibility of all interested vendors to monitor this site for any changing information prior to submitting their reply.

Only written inquiries from interested vendors, which are signed by persons authorized to contractually bind the vendors, will be recognized by the Department as duly authorized expressions on behalf of the vendors.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Denise Roberts, E-mail Address denise.roberts@dot.state.fl.us, at Florida's Turnpike Enterprise Mile Post 263, Building 5315, Ocoee, Florida 34761, (407) 264-3147, Fax Number (407) 822-5821.

10.0) ADDENDA

Any interpretation of this document will be made only by addendum posted on the Florida Vendor Bid System at www.myflorida.com. Instructions for using this system are found in Section 7.0. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting the proposal. All addenda will be acknowledged by signature and subsequent submission of addendum with the proposal when so stated in the addenda.

11.0) PROTEST OF INVITATION TO NEGOTIATE

Any person who is adversely affected by the specifications contained in an Invitation to Negotiate must file the following with the Department of Transportation, **Clerk of Agency Proceedings**, 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, and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days after the date on which the written notice of protest is filed.

Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

12.0) RESERVATIONS

The Department reserves the right to reject any replies received pursuant to this Invitation to Negotiate (ITN), if the Department determines such action is in the best interest of the Department. The Department reserves the right to waive minor irregularities in submitted replies. Submission of a proposal indicates acceptance by the firm of the conditions contained in the ITN unless the Proposer clearly and specifically notes otherwise in the proposal and it is confirmed in the contract between the Department and the firm selected.

13.0) SUBMISSION OF SEALED REPLY: (DO NOT FAX)

Replies to this ITN must be submitted in a sealed envelope/package that should be labeled with the ITN number and may be submitted at anytime. Sealed replies will be received until such time the Department withdraws the program. Replies will be processed in the order received by the Department.

14.0) OPENING OF SEALED REPLIES

The sealed replies will be opened by the Department's Procurement Office personnel each Tuesday on the third floor at the Turnpike Enterprise Headquarters located on Florida's Turnpike, Mile Post 263, Building 5315, Ocoee, Florida, 34761 at 2:30 p.m. unless the Tuesday is a State holiday wherein the opening will be the next work day at the same time. The public may attend the opening but may not review any replies submitted until they become public records in accordance with Section 119.07, Florida Statutes.

15.0) PROPOSAL REQUIREMENTS

15.1 Proposal Copies

The vendor shall submit six (6) copies of their proposal; one of which shall be an original and the others may be copies. The Department reserves the right to make additional copies of this material for its own use during the evaluation process.

15.2 Proposal Content

Vendors shall complete the proposal forms contained in Exhibit C&D.

15.3 Copyrighted Material

Copyrighted material will be accepted as part of a sealed reply 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.

15.4 Confidential Material

The vendor 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 Invitation to Negotiate, Number ITN-DOT-03/04-8004 – Confidential Material". The vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the vendor upon submission, effective after opening.

16.0) EVALUATION PROCEDURES

A Selection Committee, composed of at least three (3) members who collectively have experience and knowledge of the program areas and services requirements will evaluate the replies. Once each committee member has reviewed the replies, the Selection Committee will meet to discuss the proposals among themselves.

The Selection Committee reserves the right to perform or have performed, an on-site review of the vendor's facilities and qualifications. This review will serve to verify data and representations submitted by the vendor and may be used to determine whether the vendor has an adequate, qualified, experienced staff, required equipment and facilities to provide the required services. Should the Department determine that the reply has material misrepresentations or that the size or nature of the vendor'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 reply.

The Department will enter into negotiations with those firms determined to have submitted a responsive reply.

17.0) NEGOTIATION PROCESS

The Department intends to negotiate with each vendor whose response to this ITN has been determined responsive. The negotiations will focus on vendor's proposed areas of coverage given response time requirements as set forth in the contract Scope of Work. The Department and the vendor will agree upon primary coverage areas.

18.0) MULTIPLE AWARDS

The Department intends to enter into a contract with each vendor the Department has determined to be responsive and in which the Department has successfully completed negotiations.

19.0) POSTING OF INTENDED AWARDS

Once the Department has successfully completed negotiations with the firm, the Department intended award decision will be posted according to law and rule. The Department intended awards as indicated through posting will not be binding on the Department until an agreement has been executed by the parties. Since multiple awards will be made under this procurement and such awards will be made over time, the Department's posting of its intended awards will be made on Tuesday of each week provided an intended award is to be posted.

The Department's intended award decisions 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)") under this ITN number, and will remain posted for a period of seventy-two (72) hours. Any vendor who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Office of General Counsel, Clerk of Agency Proceeding, 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 decision, 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. The Department shall advise the vendor of estimated contract amount within 72 hours, excluding Saturday, Sunday, and State holidays, after the filings of the notice to protest by the vendor as provided in s.287.042 (2) (c).

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. If the notice advises of the bond requirement but a bond or statutorily authorized alternate is not posted when required, the agency shall summarily dismiss the petition.

20.0) AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

In accordance with sections 607.1501 and 620.169, Florida Statutes, foreign corporations and foreign limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the sealed reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

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

21.0) 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 sealed reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

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

22.0) CONTRACTUAL OBLIGATIONS

The Vendor will be required to ensure that each individual, partnership, firm or corporation that is part of the Vendor team, by subcontract, will be subject to, and comply with, the contractual requirements.

22.1 Public Entity Crimes

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 (currently \$25,000) for a period of 36 months following the date of being placed on the convicted vendor list.

22.2 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.

22.3 Discrimination

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 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

22.4 Diversity Achievement

The Department encourages the recruitment and utilization of certified and non-certified minority businesses. The Department, its contract vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment.

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/.

22.5 Liability Insurance

The Vendor shall not commence any work until they have obtained the insurance specified in the Standard Written Agreement and the Exhibits thereto, 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, Denise Roberts, E-mail Address denise.roberts@dot.state.fl.us, at Florida's Turnpike Enterprise Mile Post 263, Building 5315, Ocoee, Florida 34761, (407)264-3147, Fax Number (407)822-5821** within ten (10) days after the ending date of the period for posting the intended award decision.

All insurance policies shall be with insurers qualified and licensed to do business in the State of Florida. Such policies shall provide that the insurance is not cancellable except upon thirty (30) days prior written notice to the Department.

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 and/or subcontractor providing such insurance.

23.0) COSTS INCURRED IN RESPONDING

This Invitation to Negotiate 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 reply or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

24.0) AWARD OF THE CONTRACT

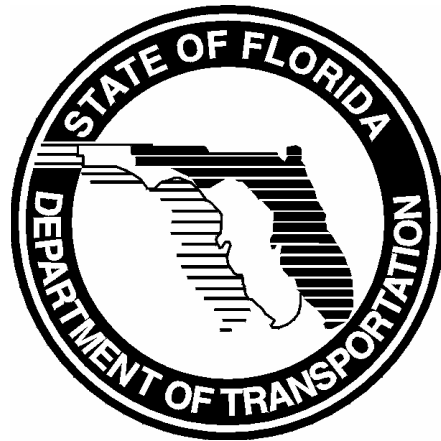
Following expiration of the posting period for an intended award(s) as described in Section 19.0, the Department will execute a written agreement with those Vendors selected by the Department. The written agreement will include the final negotiated terms, conditions, specifications, and prices.

25.0) ITN DOCUMENTS

- a) Standard Written Agreement
- b) Exhibit "A", Scope of Services
- c) Attachment A to Exhibit "A" – Events crashes or Traffic Incidents utilizing the services of the recovering contractor
- d) Attachment B to Exhibit "A" – Equipment and Vehicle Requirements
- e) Attachment C, MyFloridaMarketPlace Transaction Fee
- f) Exhibit "B", Method of Compensation

26.0) FORMS

- a) State of Florida "Invitation to Negotiate" Acknowledgement form and General Conditions
- b) Proposal Forms – Exhibit "C"
- c) MBE Utilization Certification Form
- d) Bid Opportunity List



INVITATION TO NEGOTIATE
FLORIDA'S TURNPIKE ENTERPRISE
STANDARD WRITTEN AGREEMENT
ROADWAY INCIDENT SCENE CLEARANCE
FLORIDA TURNPIKE, ENTERPRISE WIDE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Florida's Turnpike Enterprise
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project 416416-1-72-01
Vendor No. _____
Procurement No. ITN-DOT-03/04-8004
D.M.S. Catalog Class No. 991-920

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2005, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "Department" and _____, duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with granting to a towing and recovery company (hereinafter called "Contractor") a nonexclusive privilege to provide Roadway Incident Scene Clearance Services, for those events, crashes or traffic incidents described in Attachment "B", on that portion of Florida's Turnpike System, as referenced by the selection of the contractor in Exhibit 'C'.
- 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 Agreement 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 considered works made for hire and shall become the property of the Department upon completion or termination 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 Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute 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. The Vendor shall maintain coordination with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the 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 all 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 Agreement(s) shall be entered into by the parties in accordance herewith.

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

2. TERM

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

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

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

Other: See Exhibit "A" Section 12.0

B. RENEWALS (Check 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 period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

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, at its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Department may, at its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall 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 that would affect the project completion date, the Vendor shall submit a written request to the Department that identifies the reason(s) for the delay and the amount of time related to each reason. The Department will 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 State Comptroller under Section 215.422(14), Florida Statutes.

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

D. 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, and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.

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 Banking and Finance. 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 returned to a Vendor because of Vendor preparation errors shall result in delay of payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. A Vendor Ombudsman has been established within the Department of Banking and Finance. 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) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.
- H. 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.
- I. 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: The Vendor shall indemnify and hold harmless, the Department, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

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

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

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

No general liability insurance required.

The Vendor shall carry and keep in force during the period 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 combined bodily injury limits of at least \$300,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$150,000 each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the period of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

C. WORKER'S COMPENSATION. The Vendor shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

D. PERFORMANCE AND PAYMENT BOND. (Check as appropriate):

No Bond required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor shall 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.

The bond shall be provided annually in the amounts set forth in Exhibit "B", Method of Compensation.

E. CERTIFICATION. With respect to any 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 and showing the Department to be an additional certificate holder. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Department.

5. COMPLIANCE WITH LAWS

A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with 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 shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

(2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes 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 will require that strict adherence by the former state employee to Florida Statutes 112.313 and 112.3185 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 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.
- 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.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that 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 will become the property of the Department and will be turned over promptly by the Vendor.

7. ASSIGNMENT AND SUBCONTRACTS

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

B. Select the appropriate box:

The following provisions are 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.

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this Agency (Department) insofar as dealings with such corporation.

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

This Agreement involves the expenditure of Federal funds and hence, 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 the Department agree that the Vendor, its employees, and subcontractors are not agents of the Department as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.
- 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.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any 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 of maintenance of machines or computer hardware/software or licensed programs, Appendix II may be applicable, and is made a part of this Agreement if attached.
- H. Time is of the essence as to each and every obligation under this Agreement.
- I. Attachments: Exhibit "A" and its Attachment A, B, C, D, Exhibit "B", Exhibit "C", Exhibit "D" are made a part of this Agreement.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

By: _____
(Authorized Signature)

(Print/Type Name)

Title: _____
(President / Owner)

By: _____

Christopher L. Warren

(Print/Type Name)

Title: Deputy Executive Director and COO

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL APPROVAL:

Procurement Office



**INVITATION TO NEGOTIATE
FLORIDA'S TURNPIKE ENTERPRISE**

EXHIBIT "A"

SCOPE OF SERVICES

**ROADWAY INCIDENT SCENE CLEARANCE
FLORIDA TURNPIKE, ENTERPRISE WIDE**

EXHIBIT "A"
SCOPE OF SERVICES

ROADWAY INCIDENT SCENE CLEARANCE

1.0 PROJECT OBJECTIVE

- 1.1 In an effort to provide the traveling public of the State of Florida a cost effective, high quality, transportation infrastructure, the Florida Department of Transportation (hereinafter "Department") has implemented the "Open Roads Policy" attached hereto as Attachment "A" for Quick Clearance for Safety and Mobility to make travel in Florida safer and more efficient. Consistent with the Open Roads Policy, Florida's Turnpike Enterprise (hereinafter "Turnpike"), has adopted an innovative clearance strategy by implementing the Roadway Incident Scene Clearance Program in order to significantly reduce the time it takes to clear major accidents and incidents.
- 1.2 Towing regulations for heavy-duty wreckers currently used in Florida were developed decades ago. Heavy trucks hauling larger loads now require specialized equipment and skilled operators to quickly remove them after an incident. This contract provides an incentive to clear wreckage and open roads as quickly as possible. This contract does not eliminate the current Class "C" (Heavy duty) wrecker class that will continue to be utilized to remove trucks and busses that are disabled.
- 1.3 Florida's Turnpike system includes: Homestead Extension Florida's Turnpike, Milepost (MP) 0.0 to 46.5; Florida's Turnpike Mainline MP 46.5 to 312.0 and OX TO 3.342X, and Sawgrass Expressway, MP 0.0 to 22.5, Beeline Expressway, 8.4 miles, East-West Expressway, 1.7 miles, Southern Connector Extension, entire length of 6.2 Miles, Seminole Expressway, entire length of 17.6 miles, Polk Parkway entire length of 24.5 miles, Veterans Expressway 13.5 miles, Veterans Spur entire length of 3 Miles, Suncoast Parkway 41.44 miles and all interchanges, ramps, feeder, and connector roads.

2.0 GENERAL DESCRIPTION

- 2.1 The Turnpike shall grant to a towing and recovery company (hereinafter "Contractor") a nonexclusive privilege to provide Roadway Incident Scene Clearance Services, for those events, crashes or traffic incidents described in Attachment "B", on that portion of Florida's Turnpike System selected by the Contractor.
- 2.2 The Contractor agrees to provide the professional incident clearance and vehicle recovery services in accordance with the terms and conditions described herein and in compliance with all Florida Highway Patrol (hereinafter "FHP") local city and county police officers, and Florida Department of Transportation Rules, Regulations, all local city and county Rules and Regulations, and applicable provisions of the Florida Administrative Code and Motor Vehicle Statutes.

The Contractor's relationship to the Turnpike is that of an independent contractor authorized to perform incident scene clearance and vehicle recovery services on Florida's Turnpike System in strict compliance with the terms and conditions contained herein.
- 2.3 Should the Turnpike determine that the Contractor under this agreement is unable to assist, perform, or provide adequate services or equipment, the Turnpike reserves the right to utilize additional services or equipment from any available source. The Turnpike also reserves the right to modify the designated limits of responsibility of the Contractor at any time.
- 2.4 The Contractor and all their operators, employees and subcontractors shall cooperate and comply with the guidance of the Florida Highway Patrol (FHP) or Turnpike authorized representatives pertaining to scene safety and traffic control.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall perform all work in accordance with Department Specifications (including all Supplemental Specifications and Special Provisions in the Specification Workbook), Design Standards, MUTCD, and Manuals, which can be retrieved through the Internet at:

<http://www11.myflorida.com/specificationsoffice/>

- 3.2 Proper health and safety measures will be taken to insure safety for the traveling public, Department employees, Contractor employees, and Subcontractor employees.
- 3.3 The Contractor shall comply with the Turnpike's Lane Closure Policy.

4.0 INCIDENT RESPONSE REQUIREMENTS

- 4.1 The Contractor shall respond to Turnpike requests for vehicle recovery and clearance services as soon as possible but no later than **fifteen (15)** minutes from the FHP or the Department's authorized representative initial contact with Contractor. The Contractor acknowledges that time is of the essence and shall arrive with the two Recovery Wreckers and the Recovery Support Vehicle with required equipment, and materials as specified in Attachment "C", and with all necessary traffic control devices at the incident site within **one hour** from the Department's initial contact with Contractor. The need for additional trucks and heavy equipment shall be jointly determined at the incident scene by the Department authorized representative, FHP, and the Contractor's representatives. The need for the additional trucks and heavy equipment described herein shall not increase the time required by the contractor to perform services.
- 4.2 The Contractor shall be available to provide these services on a **twenty-four (24) hours** a day, **seven (7) days** a week. The Contractor shall provide the Turnpike with a telephone number at which the Contractor can be contacted at all times.
- 4.3 **TIME IS OF THE ESSENCE IN THIS CONTRACT.** Upon Turnpike's request for roadway incident scene clearance services, the contractor shall provide the Turnpike an estimated arrival time. The Contractor will not transfer calls for recovery services to another Contractor. The response time specified herein shall be strictly enforced. Failure to respond to a call for recovery services or arrive at the incident site, within the time required and with all necessary materials and equipment as specified herein, shall be considered a breach of this Contract and shall warrant suspension of recovery services until the breach is cured to the satisfaction of the Department and/or declaration of contract default.

5.0 TERMINATION

- 5.1 The Turnpike reserves the right in its sole discretion to terminate this agreement for breach of a term of this agreement, upon **thirty (30)** days written notice to the Contractor by certified mail.
- 5.2 The Turnpike reserves the right to terminate this agreement at any time, for any reason, upon sixty (60) days prior written notice by certified mail.
- 5.3 Change of ownership or termination of the Contractor's business shall be grounds for immediate termination of this agreement.

6.0 INDEMNITY AND INSURANCE

- 6.1 The Contractor shall maintain all insurance coverage in compliance with the Florida Highway Patrol's Authorized Wrecker Program (refer to Florida Administrative Code Rule Chapter 15B-9). In addition, the contractor shall indemnify and hold harmless the Turnpike, the Florida Highway Patrol, their officials, officers, employees, consultants and agents from and against any and all liabilities, claims, injuries, damages, penalties, actions, suits, losses, costs expenses and attorneys' fees resulting from or arising out of Turnpike requests for vehicle recovery services or incident scene clearance on Florida's Turnpike System.

7.0 MISCELLANEOUS

- 7.1 This is a non-exclusive agreement. The Turnpike intends to allow other companies to perform vehicle recovery and incident scene clearance on a rotation basis within the area being serviced by the Contractor. Initially, assignment within a rotation shall be based on contract execution date with the contractor having the earlier contract execution date given the first roadway incident scene clearance. Once a contractor performs roadway scene clearance services, the contractor will be placed at the bottom of the rotation. New contractors added to the rotation will always be added to the bottom of the rotation even though another contractor may have already performed services as the rotation existed at the time of contract execution.

- 7.2 If the Contractor is contacted by a party other than FHP or the Turnpike to provide the services described herein on the Turnpike, the Contractor shall notify the Turnpike of the request prior to responding. Failure to do so will automatically cause the Contractor to forfeit the performance payments contained in Exhibit “B” Compensation. However, the contractor would be eligible for the performance payments if the contractor was at the top of the rotation list and authorized by FHP or Turnpike prior to responding.
- 7.3 The Contractor or any of its operators or employees will not provide any gratuities, commissions, kick-backs or complimentary services of any kind to any Turnpike or FHP officials, officers, employees, consultants or agents.

8.0 RECOVERY AREAS

- 8.1 The Turnpike may review the recovery area boundaries periodically to ensure that level of service in each area is consistent with the quick clearance goals stated in the Open Roads Policy.
- 8.2 Recovery wrecker companies need not be located within the area boundaries, but they must mobilize and respond to calls within the indicated response time.
- 8.3 This agreement covers Vehicle Recovery and Incident Scene Clearance by the Contractor for those portions of the following roads of the mainline roadway, interchanges, ramps and approaches to or within toll plazas under the jurisdiction and operational control of Florida’s Turnpike Enterprise and selected by the Contactor.

DESCRIPTION	COUNTY
Homestead Extension Florida's Turnpike MP 0 - 46.5	Miami-Dade (MP 0-40)
	Broward (MP 40-46.5)
Sawgrass Expressway	Broward (22.5 miles in length)
Florida's Turnpike	Miami-Dade (SPUR – OX – 3.342X)
	Broward (MP 46.5 – 73)
	Palm Beach (MP 73 – 117.75)
	Martin (MP 117.75 – 138)
	St. Lucie (MP 138 – 173)
	Indian River (MP 173 – 181)
	Okeechobee (MP 181 – 190.5)
	Osceola (MP 190.5 – 249.5)
	Orange (MP 249.5 – 274.3)
	Lake (MP 274.3 – 297.9)
Sumter (MP 297.9 – 312)	
East-West Expressway	Orange (from Turnpike to 1.7 miles east)
Beeline Expressway	Orange (from I-4 to 8.4 miles east)
Southern Connector Extension	Orange and Osceola (6.2 miles in length)
Seminole Expressway	Seminole (17.6 miles in length)
Polk Parkway	Polk (24.5 Miles in length)
Veterans Expressway	Hillsborough (13.5 Miles in length)
Veterans Expressway Spur	Hillsborough (3 miles in length)
Suncoast Parkway	Hillsborough ((MP 13.5-18)
	Pasco (MP 18-37)
	Hernando (MP 37-54)

- 8.4 From the roadway described in 8.3, the Contractor has selected to provide services for those areas described in Exhibit “C”.

9.0 CONTRACTOR REQUIREMENTS AND QUALIFICATIONS

- 9.1 The ultimate equitable owner/owners of the wrecker company shall be required to submit documentary proof showing previous experience and extensive knowledge in working Heavy Duty Towing and Recovery business. The Project description, dates, photos and locations of successfully completed projects shall be submitted with the Contractors proposal. Award of the contract will be contingent on the demonstrated experience, knowledge and quality of work.
- 9.2 When applicable, the Company must be registered with the State of Florida Department of Agriculture and Consumer Services and maintain registration for the term of the Agreement.
- 9.3 If the Contractor's primary place of business is located within a county or municipality that requires by local ordinance, an occupational license, said license must be maintained for the term of the Agreement.
- 9.4 The Contractor must comply with all Rules and Statutes and provide evidence of current and valid insurance coverage required by the State of Florida and by the Florida Highway Patrol Authorized Wrecker Program.
- 9.5 The Contractor must maintain current and up to date CDL driving records, employment records and training records on all Operators and make them available for inspection by the Florida Highway Patrol and Florida Department of Transportation or their authorized representatives.
- 9.6 The Contractor shall be proficient and able to demonstrate "Expedited Roadway Clearance Practices" and "Incident Scene Safety" including:
- Single lane uprighting of loaded tractor trailers
 - Relocation of loaded, overturned, tractor trailers from travel lanes

The Contractor shall be or become proficient and able to demonstrate such proficiency in the following areas within the time frames specified in 10.1.

- Setting up incident scene Traffic Control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD)
- The mitigation of accidental discharges of motor vehicle fluids, per the Florida Guidelines

10.0 QUALIFICATIONS, TRAINING AND CERTIFICATION OF CONTRACTOR'S OPERATORS

- 10.1 Within sixty (60) days of the execution of this agreement or sixty days of their hiring date, all Recovery Wrecker Operators must:
- A. Meet the State of Florida Wrecker Operator Certification Program requirements for experience and training and wear their approved Certification card whenever working on the Turnpike.
 - B. Complete Basic and Intermediate Maintenance of Traffic training from a certified Department approved training agency.
 - C. Receive instruction, training and if applicable, examination in each of the following specialized recovery wrecker operator services: This training shall be conducted by recognized and approved instructors.
 - Heavy Duty Wrecker Operations
 - Ultra Heavy Wrecker and Recovery Practices
 - Hazardous Materials Awareness
 - Traffic Incident Management Practices including:
 1. Incident Scene Traffic Safety
 2. The Florida "Open Roads" policy
 3. The Florida "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)
 4. Incident Scene Traffic Control in accordance with the Manual of Uniform Traffic Control Devices (MUTCD)

11.0 AREAS WITH NO AVAILABLE ROADWAY INCIDENT SCENE CLEARANCE CONTRACTORS

11.1 It is anticipated that there may be areas in which the Department does not have under contract a Roadway Incident Scene Clearance contractor or time when a contractor or contractors for an area are unavailable to respond to a request for services. In such situations the Department reserves the right to contact any available roadway incident scene clearance contractor. The Department will attempt to call that contractor whose facilities appear to be closest to the accident. Such contractor shall be eligible for performance payment under paragraphs 2.2 and 2.3 of Exhibit "B" provided the contractor is able to respond immediately with the two required recovery wreckers and recover support vehicles regardless of whether or not the contractor arrives on the scene within the required 60 minutes provided all travel lanes are open within 90 minutes after the notice to proceed is given by FHP and/or the Department authorized representative. The Contractor's should also be eligible to receive any additional performance payments provided the contract times are met.

11.2 The Contractor may be contracted to provide services in accordance with paragraph 11.1 above.

12.0 CONTRACT TERM

The term of the agreement will be from the date of contract execution through December 31 of the calendar year of contract execution or December 31 of the following calendar year if the original contract term would be less than six months.

13.0 CONTRACTOR PERFORMANCE

13.1 The Department will evaluate the Contractor's performance following each incident and will maintain such evaluations for use in administering this contract and in future contract awards.

14.0 PAYMENT OF TOLLS

14.1 The Contractor's attention is directed to the fact that the Contractor will be required to pay tolls, as applicable to the general public.

15.0 MYFLORIDAMARKETPLACE TRANSACTION FEE

This procurement is subject to the MyFloridaMarketPlace transaction fee, pursuant to Rule 60A-1.031.



**INVITATION TO NEGOTIATE
FLORIDA'S TURNPIKE ENTERPRISE**

ATTACHMENTS

**ROADWAY INCIDENT SCENE CLEARANCE
FLORIDA TURNPIKE, ENTERPRISE WIDE**

ATTACHMENT 'A'

State of Florida

“OPEN ROADS POLICY”

Quick Clearance for Safety and Mobility

This agreement by and between the Florida Highway Patrol (FHP) and the Florida Department of Transportation (FDOT) 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 incident on Florida’s roadways.

Whereas: Public safety is the highest priority and must be maintained especially when injuries or hazardous materials are involved. The quality of life in the State of Florida is heavily dependent upon the free movement of people, vehicles, and commerce. The FHP and FDOT share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible. Agencies have the responsibility to do whatever is reasonable to reduce the risk to responders, secondary crashes, and delays associated with incidents, crashes, roadway maintenance, construction, and enforcement activities.

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.

Be it resolved: Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. It is understood that damage to vehicles or cargo may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the highest priority is restoring traffic to normal conditions. Incident caused congestion has an enormous cost to society.

Florida Highway Patrol Responsibility

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 collision. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow completion of those tasks. The FHP will close only those lanes absolutely necessary to safely conduct the investigation. The 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.

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 the delays associated with motorists slowing to “gawk”. Tow trucks 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.

The 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 offload cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. The FHP and FDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner.

Florida Department of Transportation Responsibilities

When requested by FHP or other emergency 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.

The 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.

The FDOT, in cooperation with the 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 wrecker service 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 possible distance to eliminate traffic hazards.

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.

The 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.

Therefore, it is agreed as follows:

The FHP and the FDOT will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this "OPEN ROADS POLICY" agreement.

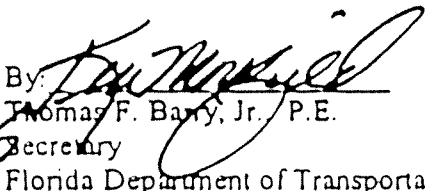
FHP, together with FDOT, will research, evaluate, and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or incident scenes. FHP, using these techniques, will prioritize the investigative tasks and reopen travel lanes upon completion of tasks that must be conducted, without the impediment of traffic flowing.

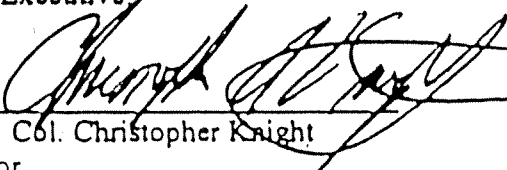
Roadways will be cleared as soon as possible. It is the goal of all agencies that all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer. This goal being made with the understanding that more complex scenarios may require additional time for complete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

It is further agreed that:

FHP and FDOT will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse and become party to this "OPEN ROADS PHILOSOPHY" for the State of Florida.

In witness whereof, each party hereto has caused this document to be executed in its name and on its behalf by its duly authorized Chief Executive

By: 
Thomas F. Barry, Jr. P.E.
Secretary
Florida Department of Transportation

By: 
Col. Christopher Knight
Director
Florida Highway Patrol

Date: 10/30/02

Date: 11-7-02

Reviewed By:


Agency's General Counsel Office


Agency's General Counsel Office

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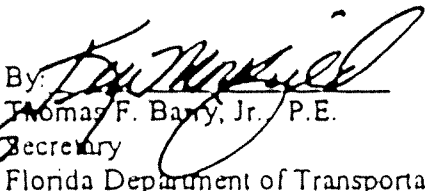
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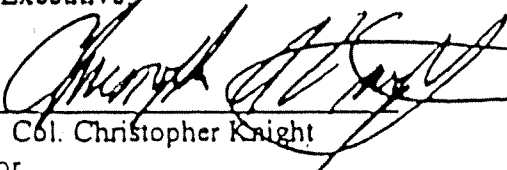
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Reviewed By:


Agency's General Counsel Office


Agency's General Counsel Office

ATTACHMENT “B”
EVENTS, CRASHES OR TRAFFIC INCIDENTS UTILIZING THE SERVICES OF THE
RECOVERY CONTRACTOR
FOR
ROADWAY INCIDENT SCENE CLEARANCE

- A. Tractor Trailer Combinations (DOT Class 8)
- Rollover on/off the travel lanes**
 - Multiple truck crash**
 - Lost Load on or affecting the travel lanes**
 - Load Shifted on or affecting a travel lane**
 - Lost tandems or split trailer on or affecting a travel lane**
 - Truck fire with tires burned off or cargo spilled**
 - Major impact with or on top of a barrier wall, guard rail or with a bridge support or any Toll Plaza structure**
- B. Trucks over 16,000 lbs. (DOT Class 5, 6 & 7)
- Rollover on/off travel lanes**
 - Lost load on or affecting the travel lanes**
 - Load shifted on or affecting a travel lane**
 - Truck fire with tires burned off or cargo spilled**
 - Major impact with or on top of a barrier wall, guard rail or with a bridge support or any Toll Plaza structure**
- C. Motor Homes and Motor Coaches (DOT Class 5 and 6)
- Rollover on the travel lanes**
 - Fire with tires burned off**
 - Major impact with or on top of a barrier wall, guard rail or with a bridge support or any Toll Plaza structure**
- D. Busses (16 passenger or more, DOT Class 6, 7 & 8)
- Rollover on or off travel lanes**
 - Fire with tires burned off or burned luggage on the roadway**
 - Major impact with or on top of a barrier wall, guard rail or with a bridge support or any Toll Plaza structure**
- E. Aircraft
- Any incident involving an aircraft**

Note: In addition, any complex or extended incident where vehicles cannot be easily towed from the scene or are creating a hazard to traffic may be candidates for using the “ Contractor” as directed by the Turnpike.

ATTACHMENT "C"

Equipment and Vehicle Requirements

The Contractor shall be required to submit to the Turnpike, documentary proof of the equipment with the minimum capacity, size and number, listed below:

A. Initial Response:

Recovery Wrecker Requirements (Company Owned/or leased)

One 50-Ton Hydraulic, extendable, fixed boom, ultra heavy duty recovery wrecker with a boom structural rating (TEMA or SAE) of 100,000 lbs. A minimum of two planetary winches with a manufacturers rating of 50,000 lbs. each and 200 ft. of ¾" cable. The boom shall extend a minimum of 150" beyond the tailgate. The boom shall elevate to a working height of 21 ft. The truck chassis shall be a minimum of 62,000 lbs. GVW. The unit shall be equipped with an under reach tow unit with a capacity of 50,000 lbs. The truck chassis must be designed for or reinforced for severe service. The drive line shall also be severe service and geared for the low end, high torque applications frequently required for quick clearance and relocation of loaded, wrecked heavy trucks - in some cases while they are still overturned.

And

One 35-Ton Hydraulic, extendable boom, heavy duty wrecker with a boom structural rating (TEMA or SAE) of 60,000 lbs. A minimum of two winches each with a 35,000 lbs. manufacturers rating and 200 ft. of ¾" cable. The boom shall extend beyond the tailgate a minimum of 120". The boom shall elevate to a working height of 18 ft. The truck chassis shall be a minimum of 50,000 lbs. GVW. The unit shall be equipped with an under reach tow system with a capacity of 35,000 lbs.

Note: After January 1, 2006: The 35-ton wrecker will not meet the contract requirements and the Recovery Contractor shall be required to provide a 50-ton hydraulic, extendable boom, ultra heavy-duty wrecker as described above and a 40-ton capacity rotator type heavy duty recovery wrecker.

To fulfill the requirements after January 1, 2006, the Recovery Contractor may request to substitute a mobile crane for a Rotator. To be considered, the mobile crane must be equipped for truck crash recovery with the tools, supplies and rigging required in this agreement. State of Florida crane operator certification is required. The Turnpike reserves the right to approve or reject the request to substitute a crane for a rotator wrecker.

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

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

*The support vehicle as specified shall be purchased or acquired and placed into service within sixty (60) days from execution of this agreement.

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

- ❑ **1 ea. Heavy-duty skid steer loader with bucket, broom, and fork attachments**
- ❑ **1 ea. Tilt bed, hydraulic, lowboy semi-trailer (Landoll or equivalent) with a 35 ton capacity, 48 ft. bed and a 20,000 lb. winch with 75 ft. of 5/8" cable**
- ❑ **1 ea. Tandem axle tractor with a sliding fifth wheel**
- ❑ **1 ea. Rubber tired, articulated, heavy construction end loader with a minimum 2 yard bucket (when loaded on the lowboy trailed the combined height must not exceed 13ft.-6in.)**

C. Subcontracted Service Providers

The Contractor shall provide proof of an existing account in good standing with a local company to provide the following services. These services must have the means to respond to a major incident scene 24 hours per day/seven days per week in less than one hour.

- ❑ **A Maintenance of Traffic (MOT) Contractor that can provide and set up MUTCD and FDOT approved work zone traffic controls including a Worksite Traffic Supervisor.**
- ❑ **A Disposal Company that can deliver to the scene of an incident dumpsters or hoppers for crash debris, fire debris and or spilled non-hazardous cargo.**
- ❑ **A Vacuum or Suction Service for off loading or recovering spilled grains, powders, plastic pellets, etc.**
- ❑ **A Trucking or Transport company that can provide dump, refrigerator or flat bed trucks and trailers.**
- ❑ **A Construction Crane Rental Company with 50 ton and larger mobile cranes.**
- ❑ **A source of bulk sand available 24 Hours a day, 7 days a week.**

D. Items Required on Recovery Wreckers

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

- ❑ Alloy (grade #8) chain: 2 ea. 3/8"x 10', 2 ea. 5/8"x 10' and 4 ea. 1/2"x 10'
- ❑ Two pair (4), wide profile, 50 ton, nylon recovery straps
- ❑ Four heavy duty snatch blocks (working load matched to the wrecker)
- ❑ Various hooks, clevis' and chokers (matched to the wrecker capacity)
- ❑ 1 ea. High Pressure air cushion (24"x24") with control module and hose
- ❑ 4 ea. 4-foot, hardwood timbers (4"x6")
- ❑ 8 ea. 2-foot, hard wood cribbing (4"x4")
- ❑ 1 ea. Extension ladder (20ft)
- ❑ 1 ea. 36" bolt cutters
- ❑ 2 ea. BC Fire extinguishers (10 lbs.)
- ❑ 1 ea. Long handle axe
- ❑ 2 ea. Long handle shovels (flat blade)
- ❑ 2 ea. Long handle shovels (round blade)
- ❑ 2 ea. Street brooms
- ❑ 4 ea. Wheel chocks
- ❑ 1 ea. 5 ft. Pike bar
- ❑ 1 ea. Crow bars (36")
- ❑ 1 ea. Sledge hammer (10-12 lbs)
- ❑ 2 ea. Large capacity trash cans
- ❑ 1 ea. Hydraulic jack (20 ton)
- ❑ 1 ea. Plug/spill kits, fully stocked
- ❑ Angle iron or aluminum, wide flange various lengths

- ❑ 1 ea. Complete brake release kit: (hand tools, hoses, glad hands, numerous fittings and brake caging bolts)
- ❑ 2 ea. Heavy duty, Industrial flashlights
- ❑ 12 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- ❑ 4 Dozen 30-minute highway flares
- ❑ 120 lbs. or 30 gal. of oil dry or approved absorbent
- ❑ 50 ft. of rope (1/2")
- ❑ 4 ea. load binders, transport chains and cheater pipe
- ❑ 1 ea. Tarpaulin (20 ft x 20 ft.)
- ❑ 2 ea. Rolls of duct tape
- ❑ 2 ea. Sewer drain or inlet covers (mud flaps acceptable)
- ❑ 1 ea. Complete mechanics hand tool set
- ❑ 1 ea. Complete first-aid kit

E. Items required in the Recovery Support Vehicle

- ❑ 60 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- ❑ 4 ea. Fabric, MUTCD approved Incident Mgt. Warning signs
- ❑ 4 ea. Portable sign stands for 48" warning signs (see above)
- ❑ 1 ea. Gas powered cut-off saw
- ❑ 4 ea. 500-watt Auxiliary flood lights w/stands
- ❑ 1 ea. Portable air compressor
- ❑ 1 ea. Air impact wrench with sockets
- ❑ 1 ea. Air powered metal chisel
- ❑ 1 ea. Acetylene/Oxygen cutting torch
- ❑ 2 ea. Bolt cutters (36")
- ❑ 4 ea. Long handle shovels (flat blade)
- ❑ 2 ea. Long handle shovels (round blade)
- ❑ 2 ea. Aluminum or plastic coal or grain shovels
- ❑ 4 ea. Street brooms
- ❑ 1 ea. Adjustable drum moving dolly
- ❑ 2 ea. Hand trucks
- ❑ 1 ea. Pallet puller
- ❑ 1 ea. Dock plate with clamps
- ❑ 2 ea. Large Tarpaulins (20 ft. x 20 ft.)
- ❑ 12 Dozen 30-minute Highway flares
- ❑ 200 lbs. or 50 gals. of oil dry or approved absorbent
- ❑ 1 Roll of rubber floor runner (36" wide)
- ❑ 10 lbs. of 16D nails
- ❑ Numerous softwood 2x4 studs
- ❑ 2 Rolls of heavy duty (80 gauge) stretch wrap with dispenser
- ❑ 4 Rolls of duct tape
- ❑ Sufficient load binders and securement chain for a 30 ton load
- ❑ 1 Case of heavy duty, 55 gallon trash bags
- ❑ 1 Roll of heavy gauge visqueen plastic sheeting
- ❑ 1 ea. Complete first-aid kit
- ❑ 4 ea. pallets of filled dry sandbags (approximately 200 1/2-filled standard woven plastic sandbags).

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

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

ATTACHMENT D

MyFloridaMarketPlace Transaction Fee

The State of Florida through the Department of Management Services ("Department") has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), when possible the Transaction Fee, shall 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), F.A.C. 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.

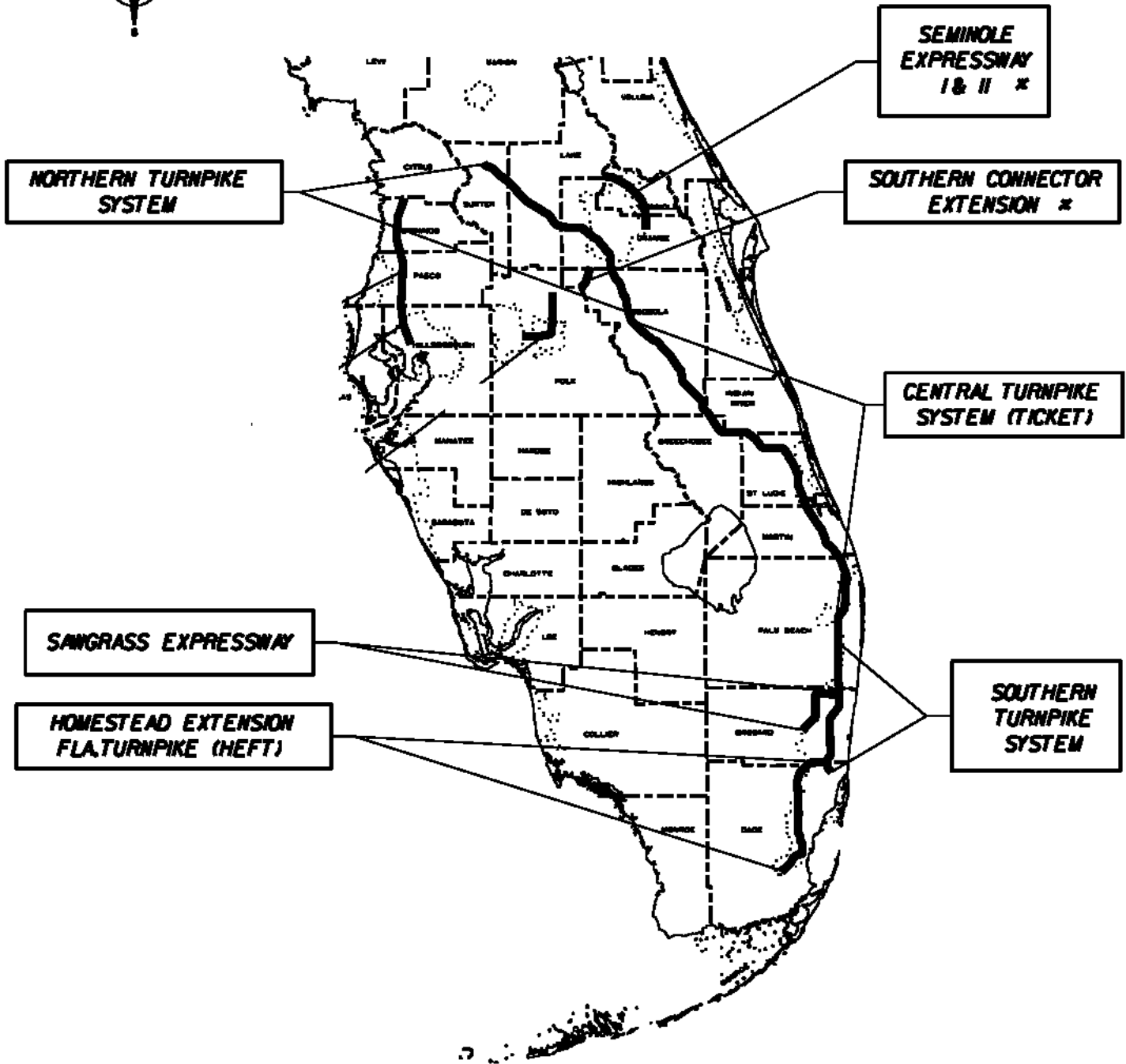
The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

On a quarterly calendar basis, each vendor registered in MyFloridaMarketPlace shall report and pay the Transaction Fee amount that has not been automatically deducted, using Form PUR 3776 (Q7/Q3)** which is hereby incorporated by reference. All information provided by the vendor is material and will be relied upon by the Department in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it had no reportable sales for the quarter and that it owes no Transaction Fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes, and shall be grounds for precluding the vendor from doing future business with the State.

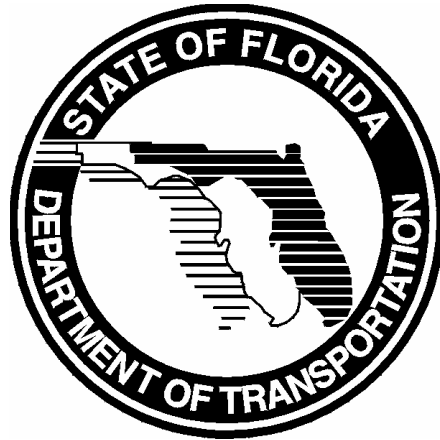
**Form PUR 3776 (07/03) will be available from the MyFlorida.com website, click on "Business", click on "Doing Business with the State", click on "Laws & Guidelines", then click on "Purchasing Forms"

FLORIDA'S TURNPIKE SYSTEM LOCATIONS



*** EXPANSION PROJECTS**





**INVITATION TO NEGOTIATE
FLORIDA'S TURNPIKE ENTERPRISE**

EXHIBIT "B"

METHOD OF COMPENSATION

**ROADWAY INCIDENT SCENE CLEARANCE
FLORIDA TURNPIKE, ENTERPRISE WIDE**

EXHIBIT “B”
COMPENSATION
VEHICLE RECOVERY AND INCIDENT SCENE CLEARANCE

1.0 BILLING VEHICLE OWNERS

The Contractor agrees to seek compensation for actual vehicle recovery and towing services performed pursuant to this agreement solely from the owner of the vehicle or their insurance provider. The Contractor agrees that no claim for compensation will be made against the Turnpike or the Florida Highway Patrol or its employees or agents for any recovery or towing services.

2.0 PERFORMANCE PAYMENTS

The Contractor shall be eligible for payment under paragraph 2.1 or 2.2, but not both, provided certain requirements are met. Payment under paragraph 2.3 shall only be made if performance payment is made under paragraph 2.2 and the additional trucks and heavy equipment were mobilized at the request of the Department.

2.1 In the event the Contractor mobilizes and arrives at the crash scene at the Turnpike’s request with the traffic control devices and recovery equipment, as specified in Attachment “B”, within one hour and recovery services are not necessary or another towing and recovery firm hired or engaged by the vehicle owner is allowed by FHP and the Turnpike incident managers to complete the clearance of the incident and towing of the vehicles, the Turnpike agrees to pay a Flat Rate **Service payment** of **\$ 600.00**. Once a “notice to proceed” is given to the Contractor to commence actual performance of removal and clearance services, the Contractor is not eligible for payment under this paragraph 2.1.

2.2 The Department agrees to pay the Contractor a Flat Rate **Emergency Response and Mobilization payment** of **\$2,500** when services were authorized by the Department and/or FHP.

To qualify for the Emergency Response and Mobilization payment the Contractor must:

- Have responded to the incident scene with all requested recovery, clearance and traffic control equipment and necessary personnel within one hour from the official notification by the FDOT and/or FHP.

AND

- Have completed the removal and clearance of all crash scene vehicles, cargo, debris and non-hazardous vehicle fluids from **all travel lanes** and **opened** to traffic **within 90 minutes** after the notice to proceed by FHP and/or Department authorized representative.

Note: The documented “notice to proceed” and “all lanes open” times recorded at the Turnpike Traffic Management Center (TMC) will be used to verify the request for emergency response and mobilization payment. If needed, the final clean up and removal of wreckage and debris shall be coordinated with the Turnpike and FHP and may be postponed until the operation will have a minimal impact on traffic.

2.3 Upon approval of the Engineer, the Turnpike agrees to pay for a Flat Rate **Additional Trucks and Heavy Equipment Response and Mobilization payment**, of **\$ 1,000** for the additional Trucks and Heavy Equipment listed in Attachment “B”.

3.0 FORFEITURE OF PERFORMANCE PAYMENTS

No performance payment shall be made to the Contractor under paragraph 2.2 and 2.3 of this Exhibit "B" if the Contractor has not completed their work and all travel lanes are not open to traffic **ninety (90) minutes** after the notice to proceed.

If the Contractor was ordered to stop their roadway clearance activity by Fire Rescue, FHP or the Department authorized representative the Contractor will not be penalized for the time they were delayed This extended time must be documented by the authorized representative of the Turnpike at the incident scene.

4.0 LIQUIDATED DAMAGES

If the Contractor has not completed the removal and clearance of the vehicles, non-hazardous cargo, debris and vehicle fluids after three hours from the Notice to Proceed, and all travel lanes are not open to traffic as a result, a flat rate of **\$ 600** can be assessed against the Contractor at the discretion of the authorized representative of the Turnpike. An additional **\$600** will be assessed for each additional hour or **\$10 per minute** it takes the Contractor to completely open the roadway to traffic.

Exemptions to the Liquidated Damages Provisions:

Incidents involving trucks hauling a Hazardous Material cargo that by direction of the Department authorized representative require special precautions.

Incidents involving damage to the roadway infrastructure that prohibit reopening the travel lanes.

5.0 BILLINGS

The Contractor shall bill the Department for services rendered only upon receipt of a Confirming Purchase Order issued by the Department following completion of services. The Department's Purchase Order shall identify the location where services were authorized to be performed, the services to be compensated, and the rate to be paid as set forth in this agreement. The Contractor's invoice shall reference the services being billed and the purchase order number.



INVITATION TO NEGOTIATE
FLORIDA'S TURNPIKE ENTERPRISE
EXHIBIT "C"
PROPOSERS AREAS OF COVERAGE
ROADWAY INCIDENT SCENE CLEARANCE
FLORIDA TURNPIKE, ENTERPRISE WIDE

EXHIBIT “C”

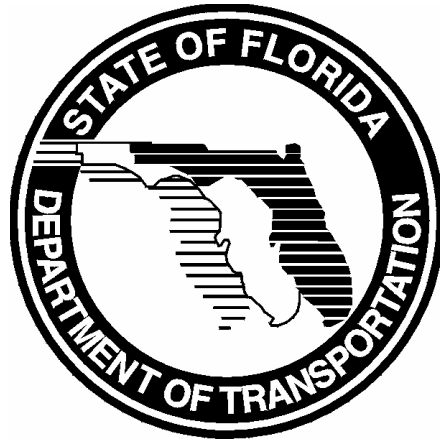
PROPOSER’S AREAS OF COVERAGE

<u>FACILITY</u>	<u>SEGMENT</u>	<u>CHECK YOUR COVERAGE AREAS</u>
*HEFT	MP 0 to MP 10	<input type="checkbox"/>
HEFT	MP 10 to MP 20	<input type="checkbox"/>
HEFT	MP 20 to MP 30	<input type="checkbox"/>
HEFT	MP 30 to MP 40	<input type="checkbox"/>
HEFT and Florida’s Turnpike and SPUR	MP 40 to MP 46.5 MP 46.5 to MP 50 0X – 3.42X	<input type="checkbox"/>
Florida’s Turnpike	MP 50 to MP 60	<input checked="" type="checkbox"/>
Florida’s Turnpike	MP 60 to MP 70	<input checked="" type="checkbox"/>
Florida’s Turnpike	MP 70 to MP 80	<input checked="" type="checkbox"/>
Sawgrass Expressway	Entire Length	<input checked="" type="checkbox"/>
Florida’s Turnpike	MP 80 to MP 90	<input checked="" type="checkbox"/>
Florida’s Turnpike	MP 90 to MP 100	<input type="checkbox"/>
Florida’s Turnpike	MP 100 to MP 110	<input type="checkbox"/>
Florida’s Turnpike	MP 110 to MP 120	<input type="checkbox"/>
Florida’s Turnpike	MP 120 to MP 130	<input type="checkbox"/>

*Homestead Extension of Florida’s Turnpike

Florida's Turnpike	MP 130 to MP 140	<input type="checkbox"/>
Florida's Turnpike	MP 140 to MP 150	<input type="checkbox"/>
Florida's Turnpike	MP 150 to MP 160	<input type="checkbox"/>
Florida's Turnpike	MP 160 to MP 170	<input type="checkbox"/>
Florida's Turnpike	MP 170 to MP 180	<input type="checkbox"/>
Florida's Turnpike	MP 180 to MP 190	<input type="checkbox"/>
Florida's Turnpike	MP 190 to MP 200	<input type="checkbox"/>
Florida's Turnpike	MP 200 to MP 210	<input type="checkbox"/>
Florida's Turnpike	MP 210 to MP 220	<input type="checkbox"/>
Florida's Turnpike	MP 230 to MP 240	<input type="checkbox"/>
Florida's Turnpike	MP 240 to MP 250	<input type="checkbox"/>
Florida's Turnpike Beeline Expressway	MP 250 to 260 I-4 to 8.4 miles east	<input type="checkbox"/>
Florida's Turnpike East West Expressway	MP 260 to MP 270 from Turnpike to 1.7 miles east	<input type="checkbox"/>
Florida's Turnpike	MP 270 to MP 280	<input type="checkbox"/>
Florida's Turnpike	MP 280 to MP 290	<input type="checkbox"/>
Florida's Turnpike	MP 290 to MP 300	<input type="checkbox"/>
Florida's Turnpike	MP 300 to I-75	<input type="checkbox"/>
Southern Connector Extension	Entire length	<input type="checkbox"/>
Seminole Expressway	Entire length	<input type="checkbox"/>

Polk Parkway	Entire length	<input type="checkbox"/>
Veterans Expressway	SR 60 to MP 10	<input type="checkbox"/>
Veterans Expressway	MP 10 to MP 13.56	<input type="checkbox"/>
Suncoast Parkway	MP 13.56 to MP 20	<input type="checkbox"/>
Veterans SPUR	MP 0 to MP 3	<input type="checkbox"/>
Suncoast Parkway	MP 13.56 to MP 25	<input type="checkbox"/>
Suncoast Parkway	MP 25 to MP 35	<input type="checkbox"/>
Suncoast Parkway	MP 35 to MP 45	<input type="checkbox"/>
Suncoast Parkway	MP 45 to MP 55	<input type="checkbox"/>



**INVITATION TO NEGOTIATE
FLORIDA'S TURNPIKE ENTERPRISE**

EXHIBIT "D"

**PROPOSERS FORMS FOR
ROADWAY INCIDENT SCENE CLEARANCE
FLORIDA TURNPIKE, ENTERPRISE WIDE**

EXHIBIT "D"
PROPOSAL FORMS
FOR
ROADWAY INCIDENT SCENE CLEARANCE

Print or type, include additional sheets if required.

Name of Contractor: _____

Business address: _____

Business Telephone No.: _____

Fax Telephone No.: _____

24 hour Telephone No.: _____

E-Mail Address: _____

Please check the appropriate space:

_____ Sole Proprietorship _____ Partnership
_____ Joint Venture _____ Corporation

State of Florida Registration Number: _____

Years this Contractor has been in the Towing and Recovery Business: _____ years.

Names of ultimate equitable Owner/Owners and Officers:

_____ Years experience in towing: _____

_____ Years experience in towing: _____

_____ Years experience in towing: _____

_____ Years experience in towing: _____

The date the Contractor began operating under this name _____

Locations (City/County) _____

Complete this form for each garage or tow yard:

Address: _____ City: _____

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

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

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

Owner's Name: _____ Term of lease(s): _____

Address: _____ City: _____

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

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

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

Size of garage _____

List hours of Operation for the:

Garage _____ to _____ Tow Yard office _____ to _____

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

_____ Number of mechanics _____

Size of secure storage yard _____ Is it fenced? _____

List the types of additional security arrangements or elements utilized

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

Distance from garage to this Turnpike access point _____ Miles

Travel time for a Recovery Truck to the access point: Day _____ Night _____

Wreckers and Equipment

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

TRUCK CHASSIS:

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

RECOVERY WRECKER:

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

(Refer to Attachment "B, Equipment and Vehicle Requirements.)

Description of Recovery Wrecker Equipment

UNIT #1:

UNIT #2:

Optional

OTHER UNITS:

Additional Trucks and Heavy Equipment

List with a detailed description all additional Contractor-owned or leased equipment that is required for this contract.

(See the listed equipment requirements)

For each piece of equipment indicate:

Make, model, capacity, year, Serial number or VIN:

Use additional sheets as needed

Subcontractor Equipment and Service Providers

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

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

Use additional sheets as needed

STAFF

Qualifications and Experience

List of all Operators including Owners

Note: This information could be used to qualify the contractor and if needed for background and security checks

Full Name:

CDL Type and License number:

State of Issue:

Date of birth:

Date of hire:

Provide complete detailed description of towing experience, formal training attended and certification level attained along with dates:

(Please indicate if the employee is in training)

Use additional sheets as needed

Attached Project description, dates, photos and locations of successfully completed projects.