# State of Florida
# Department of Transportation

INVITATION TO NEGOTIATE

# RAPID INCIDENT SCENE CLEARANCE (RISC) FOR DISTRICT ONE

## DOT-ITN-27-1020-CB

**CONTACT FOR QUESTIONS:**

Charli Bell, Procurement Agent
D1-Purchasing@dot.state.fl.us
(863) 519-2212
801 N. Broadway Ave.
Bartow, FL 33830

State of Florida
Department of Transportation
D1-Procurement Office
801 North Broadway Ave.
Bartow, FL 33830

**INVITATION TO NEGOTIATE REGISTRATION**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP**
**E-MAIL TO (Charli Bell, D1-Puchasing@dot.state.fl.us ).**

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ITN Number: DOT-ITN-27-1020-CB

Title: Rapid Incident Scene Clearance (RISC) Contract for District One

Sealed Reply Due Date & Time: Please see Section 2 - Timeline

Vendors should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and to Charli Bell, D1-Purchasing@dot.state.fl.us

**THE INVITATION TO NEGOTIATE DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Information Portal at https://vendor.myfloridamarketplace.com/, under this bid number, click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Invitation to Negotiate, click on the drop-down arrow beside the box for Organization, select FLORIDA DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.**

Company Name:______________________________

Address: ______________________________

City, State, Zip: ______________________________

Telephone: (    ) ______________________________

Contact Person: ______________________________

E-Mail Address: ______________________________

For further information on this process, e-mail or telephone:
Charli Bell: D1-Purchasing@dot.state.fl.us (863) 519-2212

Florida Statutes
287.135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

375-030-60
PROCUREMENT
OGC – 06/18

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of: i) $100,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract , the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and, ii) $1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the authorized representative of the company or other entity identified above in the section entitled "Respondent Vendor Name", I hereby certify that the company or other entity is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies or Other Entities that Boycott Israel List. I further certify that the company or other entity is not engaged in a boycott of Israel and is not engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, costs, and/or ineligibility to bid on future contracts.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

# INTRODUCTION SECTION

## 1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from vendors interested in participating in competitive negotiations to establish a term contract to provide **Rapid Incident Scene Clearance (RISC) for District One**. This Contract will be for a term of five (5) years following the date of execution.

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 Technical Review Team to comply with contract specifications.

## 2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Information Portal at https://vendor.myfloridamarketplace.com/(click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply.

| ACTION / LOCATION | DATE | LOCAL TIME |
|---|---|---|
| **REPLIES DUE -** | **09-22-2026** | **2:00 PM** |
| | **Subsequent replies will be due on the second Tuesday of each month at 2:00 PM (as needed).** | |
| **PUBLIC OPENING (Initial Replies) -**<br>Please submit bids to:<br>D1.Purch@dot.state.fl.us | **09-22-2026** | **2:30 PM** |
| | **Subsequent openings will be held on the second Tuesday of each month by 2:30 PM (as needed).** | |
| **PUBLIC MEETING FOR SELECTION-**<br>FDOT District One Headquarters<br>801 North Broadway Ave.<br>Bartow, FL 33830 | **10-06-2026** | **2:00 PM** |
| | **Subsequent meetings will be held on the fourth Tuesday of each month at 2:00 PM (as needed).** | |

**POSTING OF INTENDED AWARD ON VIP – As Needed**

## 3) PUBLIC MEETING AGENDA

### Agenda – Public Opening (Initial Replies & Subsequent Replies)

Agenda for Public Opening of initial replies to DOT-ITN-27-1020-CB
Starting Time: see "Timeline" in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.

- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the initial replies received timely will be opened, with respondent's name read aloud and tabulated.
- Adjourn meeting.

**Agenda – Meeting to Summarize & Determine Intended Award**

Agenda for Meeting to Summarize and Determine Intended Award for DOT-ITN-27-1020-CB:
Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, recap and discussion among evaluation team(s) to determine "best value".
- Announce Proposer determined to be "best value" as the Intended Award.
- Announce time and date the decision will be posted on the Vendor Information Portal (VIP).
- Adjourn meeting.

### 4) SPECIAL ACCOMMODATIONS

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

## SPECIAL CONDITIONS

### 1) MyFloridaMarketPlace

VENDORS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE THE SEALED REPLIES ARE DUE OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 15). All prospective vendors that are not registered, should go to https://vendor.myfloridamarketplace.com/ to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #7d. . The Transaction Fees imposed shall be based upon the date of issuance of the payment.

### 2) FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INITIATIVE

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

### 3) QUESTIONS & ANSWERS

In accordance with section 287.057(25), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this

solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Invitation to Negotiate must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by vendors will be posted on the Florida Vendor Information Portal at https://vendor.myfloridamarketplace.com/(click on "Search Advertisements"), under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting their reply.

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

**Charli Bell**
**D1-Purchasing@dot.state.fl.us**
**(863) 519-2212**
**801 N. Broadway Ave.**
**Bartow, FL 33830**

Questions regarding administrative aspects of the procurement process should be directed to the Procurement Agent in writing at the address above or by phone.

## 4) CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)

Notices of changes (Addenda) will be posted on the Florida Vendor Information Portal at https://vendor.myfloridamarketplace.com/(click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply. All Addenda will be acknowledged by signature and subsequent submission of Addenda with reply when so stated in the Addenda.

## 5) BEST VALUE SELECTION & PUBLIC MEETINGS

The Department intends to contract with the responsive and responsible Vendor whose proposal is determined by the Technical Review Committee to provide the best value to the Department. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the state based on objective factors that include price, quality, design, and workmanship.

Specific events in the competitive negotiation process will be conducted at a public meeting of the Technical Review Committee. The specific events are noted in the Timeline (see Section 2 of Introduction Section). Minutes will be taken at all Public Meetings and will be retained in the procurement file.

## 6) Evaluation Procedure

The Technical Review Team: 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 conducted their individual review of the replies, the Technical Review Team may conduct an on-site visit to the vendor's facilities. The Department will enter into negotiations with those firms determined to have submitted a responsive reply.

## 7) SCOPE OF SERVICES

Details of the desired commodity/services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services/Specifications, attached hereto and made a part hereof. Documentation of any revisions that may occur during the competitive negotiation process will be retained in the procurement file.

## 8) PRE-REPLY CONFERENCE: A PRE-REPLY CONFERENCE WILL NOT BE HELD.

## 9) QUALIFICATIONS

9.1 All requirements are included in Exhibit "A" – Scope of Services

9.2 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0902, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the 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

9.3 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 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

9.4 E-VERIFY

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

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

3. Shall adhere to requirements in section 448.095, Florida Statutes.

## 10) CONTRACT DOCUMENT

### STANDARD WRITTEN AGREEMENT

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

## 11) REVIEW OF VENDOR'S FACILITIES & QUALIFICATIONS

After the reply due date and prior to contract execution, the Department 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, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Vendor has financial capability adequate to meet the contract requirements.

Should the Department determine that the reply / proposed negotiations have 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 / proposal.

## 12) PROTEST OF INVITATION TO NEGOTIATE SPECIFICATIONS

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

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and

2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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

## 13) 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.

## 14) SCRUTINIZED COMPANIES LISTS

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

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of: i) $100,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract , the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and, ii) $1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the Department determines the Vendor submitted a false certification under Section 287.135, Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135, Florida Statutes, or maintain the Contract if the conditions of Section 287.135, Florida Statutes are met.

## 15) RESPONSIVENESS OF REPLIES

### 15.1 Responsiveness of Replies

Replies will not be considered if not received by the Department on or before the date and time specified as the due date for submission.

### 15.2 Other Conditions

Other conditions which may cause rejection of replies include, but are not limited to, evidence of collusion among Vendors, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation

is on the General Services Administration Excluded Parties List.

## 16) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of the reply or a negotiation session 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.

## 17) ATTACHMENT TO ITN SUBMITTALS - 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 DOT-ITN-27-1020-CB - 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.

## 18) 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 subsequent negotiations or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

## 19) ELECTRONIC SUBMISSION OF PROPOSALS:

### Electronic Bid Submittals

Please follow the below instructions for the submittal of electronic bids, failure to do so, may result in your bid being found non-responsive. Non-responsive replies will not be evaluated.

a) Subject line must show: DOT-ITN-27-1020-CB
b) Email shall contain one file attachment marked as the following: DOT-ITN-27-1020-CB Bid Submittal
c) Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
d) The body of the email shall not contain any information
e) Bids shall be submitted to: D1.Purch@dot.state.fl.us

It is the bidder's responsibility to assure that the bid is delivered to the proper place **on or before** the Bid Due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so delivered, will not be considered.

## 20) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

## 21) OPENING OF SEALED REPLIES

All reply openings are open to the public. Replies will be opened by the Department at the date, time and

location in the Timeline (See Introduction Section 2 Timeline). 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.

## 24) PROPOSED 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.

## 25) POSTING OF SHORTLIST, RANKING AND / OR INTENDED AWARD

25.1 The Shortlist, Ranking and / or Intended Award, as applicable, will be made to the responsive and responsible vendor(s) which are determined to be capable of providing the best value and best meet the needs of the Department. The Shortlist, Ranking, or Intended Award decision will be announced at the date, time and location in the Timeline.

25.2 The Department's decision will be posted on the Florida Vendor Information Portal, at https://vendor.myfloridamarketplace.com/, on the date in the Timeline, 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, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and

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

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

3. If the Department is unable to post as defined above, the Department will notify all vendors by electronic notification on the Florida Vendor Information Portal (see special condition 25.2, above) or by mail and/or telephone. The Department will provide notification of any future posting in a timely manner.

## 26) AWARD OF THE CONTRACT

Following expiration of the posting period for an intended award as described in Section 27, the Department will execute a standard written agreement with those Vendors selected by the Department. The standard written agreement will include final negotiated terms, conditions, specifications, and prices.

## 27) RENEWAL

All resulting contracts from this ITN 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 by mutual agreement in writing and shall be subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties.

## 28) ATTACHED FORMS

Exhibit "A" – Scope of Services
Attachment "A" – Open Roads Policy
Attachment "B" – Traffic Incidents Utilization
Attachment "C" – Equipment and Vehicle Requirements
Attachment "D" – Spill Mitigation Guidelines
Exhibit "B" – Method of Compensation
Exhibit "C" – Proposer's Area of Coverage
Exhibit "D" – Proposal Forms
Standard Written Agreement
Bid Opportunity List
Vendor Certification Regarding Scrutinized Companies Lists
Drug-Free Workplace Program Certification
E-Verify
Affidavit Regarding Labor and Services

## 29) ATTACHED TERMS AND CONDITIONS

Exhibit "A" – Scope of Services
Standard Written Agreement
General Conditions (PUR 1000)
Instructions to Respondents (PUR 1001)

## 30) TERMS AND CONDITIONS

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

Special Conditions
Scope of Services / Specification
Price Proposal Form
Standard Written Agreement
Appendix I (Terms for Federal Aid Contracts)
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)
Introduction Section

## 31) TERMS AND CONDITIONS

### 31.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this ITN by reference. Any terms and conditions set forth in this ITN document take precedence over the PUR 1000 form where applicable.
http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf

The following paragraphs do not apply to this ITN:
Paragraph8(a), Dispute Resolution - PUR 1000
Paragraph 5(l), PRIDE – PUR 1000, when federal funds are utilized.

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

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

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

The following paragraphs do not apply to this ITN:
Paragraph 3, Electronic Submission – PUR 1001
Paragraph 4, Terms and Conditions – PUR 1001
Paragraph 5, Questions – PUR 1001

**31.3 MFMP Purchase Order Terms and Conditions**

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:
Purchase Order Terms & Conditions Section 8(B), PRIDE, is not applicable when using federal funds.

**32) ANTITRUST VIOLATOR VENDOR LIST**

Pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

**33) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Pursuant to Section 287.05701, Florida Statutes, an awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interest.

**34) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

The Proposer must submit, with its Proposal, a completed Foreign Country of Concern Attestation (PUR 1355) (Form 6). Form 6 must be completed by an officer or representative of the Bidder on behalf of the Bidder.

**35) AFFIDAVIT REGARDING LABOR AND SERVICES**

Prior to contract execution, extension or renewal, the Department shall notify the Contract awardee of the need to download, complete, and submit the FDOT form, Affidavit Regarding Labor and Services, No. 375-030-31. Please have the form signed and notarized and send a scanned copy to the Department. The nongovernmental entity (Contract awardee) must maintain the original copy in accordance with other provisions of this Agreement or Contract, and in accordance with Florida law.

**36) LIABILITY INSURANCE**

The Vendor shall not commence any work until they have obtained the following types of insurance, and a certificate of such insurance has 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, (Charli Bell, D1-Purchasing@dot.state.fl.us)** within ten (10) days after the ending date of the period for posting the intended award decision**.**

(X) The Vendor must carry and keep in force during the period of this contract a general liability

insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least $ (300,000 minimum) per person and $ (300,000 minimum) each occurrence, and property damage insurance of at least $ (150,000 minimum) each occurrence, for the services to be rendered in accordance with this contract.

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

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

## 37) METHOD OF COMPENSATION

Please see Exhibit “B” – Method of Compensation

# ITN CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Vendors in the preparation of their ITN response. Included are some important matters that the vendor should check. This checklist is just a guideline, and is not intended to include all matters required by the ITN. Vendors are responsible to read and comply with the ITN in its entirety.

Check off each the following:

____ 1. The Qualification Questionnaire has been completed, as specified, and enclosed in the ITN response.

____ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.

____ 3. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the bid response, if applicable (contracts of $1 million or more).

____ 4. The "Bid Opportunity List" form has been read, completed, and enclosed in the ITN response, if applicable.

____ 5. The Scope of Services, Exhibit "A", has been thoroughly reviewed for compliance to the ITN requirements.

____ 6. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the ITN response.

____ 7. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 10 of the Special Condition, is included in the Technical Proposal (if applicable).

____ 8. The https://vendor.myfloridamarketplace.com/ website has been checked and any Addendums posted have been completed, signed, and included in the ITN response.

____ 9. The ITN response must be received, at the location specified, prior to the Opening Date and Time designated in the ITN.

____ 10. Electronic Submission of Proposal guidelines laid out in Special Condition 19 are strictly followed.

**State of Florida**
**Department of Transportation**

# RAPID INCIDENT SCENE CLEARANCE (RISC) FOR DISTRICT ONE

## EXHIBIT "A"

## SCOPE OF SERVICES

# EXHIBIT “A”

# SCOPE OF SERVICES

# RAPID INCIDENT SCENE CLEARANCE (RISC)

## 1. 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 referred to as "Department" or “FDOT”) 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, FDOT District (X) (hereinafter referred to as District or Department) has adopted an innovative clearance strategy by implementing the Rapid Incident Scene Clearance (RISC) 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 buses that are disabled.

1.3 This agreement and RISC funding will be for use on limited access highways and roadways identified by the District Program Manager. The District Program Manager will coordinate with state and local agencies to ensure that coverage for non-limited access highways identified in this contract does not interfere with an established wrecker rotation. See section 8.3 for the list of roadways that are included in the District’s RISC Program.

## 2. GENERAL DESCRIPTION

2.1 The Department may grant to a towing and recovery company (hereinafter “Vendor”) a nonexclusive privilege to provide RISC Services, for those events, crashes or traffic incidents described in Attachment “B”, on that portion of the Department’s roadway system selected by the Vendor.

2.2 The Vendor 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 and Regulations, all local city and county Rules and Regulations, and applicable provisions of the Florida Administrative Code (FAC) and Motor Vehicle Statutes.

2.3 The Vendor’s relationship to the Department is that of an independent contractor authorized to perform incident scene clearance and vehicle recovery services on the Department’s roadway system, including other systems outside of the District boundaries, in strict compliance with the terms and conditions contained herein.

2.4 Should the Department determine that the Vendor under this agreement is unable to assist, perform, or provide adequate services or equipment; the Department reserves the right to utilize additional services or equipment from any available source. The Department also reserves the right to modify the designated limits of responsibility of the Vendor at any time.

2.5 The Vendor and all their operators, employees and subcontractors shall cooperate and comply with the guidance of the FHP, local law enforcement and/or Department authorized representatives pertaining to scene safety and traffic control.

## 3. GENERAL REQUIREMENTS

3.1 The Vendor shall perform all work in accordance with Department Specifications (including all Supplemental Specifications and Special Provisions in the Specification Workbook), *2023 Design* Standards and Manual of Uniform Traffic Control Devices (MUTCD). Internet locations:
FDOT Design Standards: https://www.fdot.gov/design/standardplans
MUTCD: MUTCD 11th Edition - FHWA MUTCD

3.2 Proper health and safety measures will be taken to insure safety for the traveling public, Department employees, Vendor employees, and subcontractor employees.

3.3 The owner(s) of heavy-duty recovery companies applying for RISC vendor status shall submit a copy of the FDLE background investigation prior to final contract acceptance. Fees associated with the background investigation shall be the responsibility of the vendor.

## 4. INCIDENT RESPONSE REQUIREMENTS

4.1 The Vendor shall respond to Department requests for vehicle recovery and clearance services as soon as possible but no later than **fifteen (15)** minutes from the Department's authorized representative initial contact with Vendor requesting RISC activation. To qualify for RISC mobilization incentive payments, the Vendor shall arrive on scene with the required vehicles, equipment, and materials as specified in Attachment "C", within **sixty** (**60)** minutes in urban areas, and **ninety (90)** minutes in rural areas, from the time RISC activation is requested. The arrival time frame begins with initial call to the Vendor. If the selected vendor has not responded within **fifteen (15)** minutes of the initial call, the next available Vendor will be contacted.

4.2 The Vendor shall be available to provide these services **twenty-four (24) hours** a day, **seven (7) days** a week, and to provide the arrival status of their personnel and equipment upon request by the Department. The Vendor shall provide the Department with a telephone number at which the Vendor can be contacted at all times. Under no circumstances will answering services be allowed.

4.3 Upon the Department's request for RISC services, the Vendor shall provide the Department an estimated arrival time. The Vendor will not transfer calls for recovery services to another Vendor. In the event the Vendor is unable to respond, the Vendor **must** notify the requestor. The Vendor will be rotated to the bottom of the rotation list and the next Vendor on the list will be contacted to respond. If no Vendors within the local

service area are able to respond, the next closest vendor from another service area may be called. If a vendor in the next closest service area is called, the response time will be adjusted accordingly.

The response time specified herein shall be strictly enforced. Failure to respond to a call for RISC services will result in the Vendor being moved to the bottom of the rotation list. Late arrival at the incident site will result in non-payment of the mobilization incentive. Failure to respond after the Vendor has agreed to the request for RISC implementation shall be considered a breach of this Contract. Vendors with multiple incidents of failure to arrive may be removed from the RISC rotation list at the District Project Manager's discretion.

4.4 Notification – The vendor shall notify the FDOT Traffic Management Center at the following points:

A. When the Vendor is enroute to the incident scene;
B. When the Vendor arrives at the incident scene with all required equipment;
C. When the Vendor is given the Notice to Proceed (NTP);
D. When the NTP is stopped and/or restarted;
E. When all travel lanes are cleared.

Phone numbers for the FDOT Traffic Management Center will be provided to the vendor upon acceptance of this agreement by both parties.

## 5. TERMINATION

5.1 The Department 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 Vendor by certified mail.

5.2 The Department 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 The Department shall be notified of any change of ownership. Change of ownership or termination of the Vendor's business shall be grounds for immediate termination of this agreement.

## 6. INDEMNITY

6.1 In addition to the indemnity in the Basic Agreement, the Vendor shall indemnify and hold harmless the Department, it's 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 Department requests for vehicle recovery services or incident scene clearance on the Department's roadway system.

## 7. MISCELLANEOUS

7.1 This is a non-exclusive agreement. The Department intends to allow other companies to perform vehicle recovery and incident scene clearance on a rotation basis within the area being serviced by the Vendor. Initially, assignment within a rotation shall be based on contract execution date with the Vendor having the earlier contract execution date given

the first roadway incident scene clearance. Once a Vendor performs RISC services, the Vendor will be placed at the bottom of the rotation. New Vendors added to the rotation will always be added to the bottom of the rotation even though another Vendor may have already performed services as the rotation existed at the time of contract execution. In some instances, there may be only one Vendor in a given service area and there would not be a rotation list. The one Vendor would receive all RISC calls for that area until such time as another vendor(s) is contracted with to provide services in that service area. The rotation list shall be managed by the District. The District shall have the sole discretion to establish the number of Vendors that are allowed to perform RISC operations on the roadways within its boundaries. Furthermore, the District shall have the authority to approve/add or deny/remove Vendors from the RISC rotation, as needed.

7.2 If the Vendor is contacted by a party other than the Department to provide the services described herein, the Vendor shall notify the Department of the request and obtain approval of the request prior to responding. Failure to do so will automatically cause the Vendor to forfeit the performance payments contained in Exhibit "B", Method of Compensation. However, the Vendor would be eligible for the performance payments if the Vendor was at the top of the rotation list and authorized by the Department prior to responding.

7.3 The Vendor or any of its operators or employees will not provide any gratuities, commissions, kickbacks or complimentary services of any kind to any officials, officers, employees, consultants or agents that are in involved with activating and/or running RISC.

7.4 Vendor agrees to provide copies of their itemized invoice to the Department for review and use.

7.5 Vendor must take digital photographs both prior to and subsequent to scene cleanup. Photos must be detailed in showing lane blockage and affected traffic from the incident scene. Copies of all photos taken are to be provided to the FDOT Project Manager at the same time the invoice is submitted. Electronic copies are acceptable. Vendor is to retain all originals.

## 8. COVERAGE AREAS

8.1 The Department may review the coverage 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 service area boundaries, but they must mobilize and respond to calls within the indicated response time.

8.3 This agreement covers RISC by the Vendor for the segments of roadways identified in Exhibit "C". Coverage areas may be added or expanded at any time to meet the needs of the Department.

8.4 The FDOT representative can allow additional response time (arrival to scene with all 3 pieces of contract required equipment, i.e., two wreckers and support vehicle) for a Vendor who is responding to a RISC activation outside of his originally contracted area.

8.5 Coverage areas may be negotiated with the Vendor. If a Vendor cannot meet all of the areas or can cover a wider/different range other than what is specified, the Department

may negotiate different coverage areas with that Vendor. The Department may also negotiate a new/different coverage area with a Vendor after the contract is awarded. Once a new/different area is accepted by the Department, the Vendor will receive email notification. These areas may exceed the District boundaries.

8.6 If an incident occurs and no vendors assigned that area are available, the Department may contact a RISC contractor outside of that area and ask them to respond and grant an addition to the normal response time.

## 9. VENDOR REQUIREMENTS AND QUALIFICATIONS

9.1 Vendors shall be required to submit documentary proof showing previous experience and extensive knowledge in working Heavy Duty Towing and Recovery business. Vendors shall be in good standing on the FHP wrecker rotation list for the coverage areas identified in this contract. The District shall be responsible for coordinating with FHP to verify the standing of Vendors on the FHP wrecker rotation list. The project description, dates, photos and locations of successfully completed projects shall be submitted with the Vendor's proposal. Award of the contract will be contingent on the demonstrated experience, knowledge, quality of work and inspection/approval of equipment and facilities.

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 Vendor'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 If the Vendor's primary place of business is located within a county or municipality that requires operators to have a special license, certification or background check, operators shall have and maintain said licenses, certifications or background checks for the term of the Agreement.

9.5 The Vendor 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 FHP Authorized Wrecker Program.
Florida Highway Patrol Policy# 17.02
Florida State Statute 321.051
Florida Administrative Code Rule 15B-9 or other applicable law
Vendor shall be subject to the standard rules and policies already established by the FHP. Suspensions from towing rotation list will be grounds for termination of this contract.

9.6 The Vendor 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 FHP, local law enforcement, and Florida Department of Transportation or their authorized representatives.

9.7 The Vendor shall be proficient and able to demonstrate "Expedited Roadway Clearance Practices" and" Incident Scene Safety" including:

A. Single lane up righting of loaded tractor trailers.
B. Relocation of loaded, overturned, tractor trailers from travel lanes.

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

A. Setting up incident scene Traffic Control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

B. The mitigation of accidental discharges of motor vehicle fluids, per the Florida Guidelines (see Attachment D – Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)).

C. Disposition of any hazardous materials (cargo and/or non-cargo) shall be conducted in accordance with all applicable city, county, state and federal laws.

9.9 The RISC Vendor agrees that upon activation of the RISC contract, the responsible party (RP), unless otherwise directed by the Investigating Law Enforcement Officer, can request towing of the damaged vehicle(s) to a location of their choice with the understanding that they will be charged for the tow at the rate established by the county or FHP where the incident occurred or as negotiated by the owner.

9.10 The Department shall have no involvement with the Vendor's effort to recover costs from the RP.

9.11 The Vendor shall attend Traffic Incident Management (TIM) meetings to discuss any RISC activations that may have occurred.

## 10. QUALIFICATIONS, TRAINING AND CERTIFICATION OF VENDOR'S OPERATORS

10.1 Within one year of the execution of this agreement or one year of their hiring date, the Vendor must provide documentation proving that all Recovery Wrecker Operators have completed the following: :

A. Intermediate Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) training from a certified Department approved training agency. It is recommended that support personnel involved in the recovery effort also complete the Intermediate MOT training from a certified Department approved training agency. When completed and available, recovery operators and support personnel shall complete the MOT Training Course for Incident Responders from a certified Department approved training agency.

B. Receive instruction, training and if applicable, examination in each of the following specialized recovery wrecker operator services:

1. State recognized Ultra Heavy/Rotator Training Wrecker and Recovery Practices.
2. Hazardous Materials Awareness
3. FHWA Strategic Highway Research Program (SHRP) 2 Training
4. Traffic Incident Management Practices including:
    a) Incident Scene Traffic Safety;
    b) The Florida "Open Roads" policy;
    c) The Florida "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo);
    d) Incident Scene Traffic Control in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

## 11. AREAS WITH NO AVAILABLE 'RISC' VENDORS

11.1 There may be times when the contracted RISC Vendor for a given area is not available to respond to a request for services. In those situations, the Department reserves the right to contact any other available RISC Vendor outside the coverage area. The Department will

attempt to call the Vendor whose facilities appear to be closest to the accident. Such Vendor shall be eligible for performance payment under paragraphs 2.2 and 2.3 of Exhibit "B" provided the Vendor is able to respond with the required recovery wreckers and recovery support vehicles on the scene within the required arrival time and all travel lanes are open within 90 minutes after the notice to proceed is given by the Department authorized representative. The Vendor should also be eligible to receive any additional performance payments provided the contract times are met.

11.2 The Department may establish specific response times for out-of-area responses once contractors are identified.

## 12. VENDOR PERFORMANCE

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

12.2 Vendor's poor performance will result in termination of this agreement.

## 13. ADDITIONAL VENDORS

The Department reserves the right to add new Vendors to provide services in accordance with this contract at such time as the prospective Vendor is able to provide the Department with documentary proof of compliance with the requirements and qualifications specified herein. The Department shall have sole discretion to determine the number of Vendors chosen to provide services in accordance with this contract.

## 14. PAYMENT OF TOLLS

14.1 The Vendor will be required to pay tolls, as applicable to the general public.

## 15. MYFLORIDAMARKETPLACE TRANSACTION FEE

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

**ATTACHMENT "A"**

# State of Florida

## OPEN ROADS POLICY AGREEMENT

**(Revised January 2014)**

### *Quick Clearance for Safety and Mobility*

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

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

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

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

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

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

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

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

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

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

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

3. Florida Highway Patrol Operating Standards:

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

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

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

4. Florida Department of Transportation Operating Standards:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 1-31-14

Legal Review:
_____

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

Date: 2/26/14

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

Date: 2/17/14

Reviewed By:

_____
Agency's General Counsel Office

# ATTACHMENT "B"

## EVENTS, CRASHES OR TRAFFIC INCIDENTS* UTILIZING THE SERVICES OF THE RECOVERY VENDOR FOR RAPID INCIDENT SCENE CLEARANCE

A. Tractor Trailer Combinations (DOT Class 8)
- **Rollover blocking one or more 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.**

B. Trucks over 16,000 lbs. (DOT Class 5, 6 & 7)
- **Rollover blocking one or more 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.**

C. Motor Homes and Motor Coaches (DOT Class 5 and 6)
- **Rollover blocking one or more travel lanes**
- **Fire with tires burned off**
- **Major impact with or on top of a barrier wall, guard rail or with a bridge support**

D. Busses (16 passenger or more, DOT Class 6, 7 & 8)
- **Rollover blocking one or more 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**

E. Aircraft
- **Any incident involving an aircraft effecting the travel lanes**

F. Large yacht type boats

G. Mobile Homes, Modular Homes, or Modular Buildings

H. Any incident with debris which affects the roadway with long term closures that cannot be cleared with normal FHP rotation wrecker services.

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 "Vendor" as directed by the District.*

*Includes but not limited to

# ATTACHMENT "C"

## Equipment and Vehicle Requirements

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

**A. Initial Response:**

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

One 50-ton (Heavier) Hydraulic, extendable, fixed boom, ultra heavy-duty recovery wrecker with a boom structural rating (TEMA or SAE) of 100,000 lbs or rotator type wrecker with the same capacity or greater. A minimum of two planetary winches with a manufacturer rating of 50,000 lbs. each and 200 ft. of $^{3}/_{4}$" cable. The boom shall extend a minimum of 150" beyond the tailgate. The boom shall elevate to a working height of 21 ft. The truck chassis shall be a minimum of 62,000 lbs gross vehicle weight (GVW). The unit shall be equipped with an under reach tow 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 capacity rotator type heavy-duty wrecker or extendable boom wrecker with the same capacity or greater. The Vendor may request to substitute a mobile crane for the rotator. To be considered, the mobile crane shall have a minimum capacity of 35 tons and be equipped for truck crash recovery with the tool supplies and rigging as established in this agreement. A valid OSHA crane operator certification is required. The District reserves the right to approve or reject the request to substitute a crane for the rotator wrecker.

**NOTE: ONE OF THE ON-SCENE WRECKERS SHALL BE A ROTATOR OR DISTRICT APPROVED MOBILE CRANE.**

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

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

- **1 ea. Heavy-duty** *skid steer loader* **with bucket, broom, and fork attachments. The loader should have the capability to load a dump truck. (e.g., Bobcat T300)**
- **2 ea. 20-yd dumpsters (including the ability the transport them to the scene)**

**C. Subcontracted Service Providers**

The Vendor 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/7 days per week in one hour or less.

- **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.**
- **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 13 ft.-6in.)**
- **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**

**At a minimum, each Recovery Wrecker or District approved mobile crane shall meet the requirements established by F.A.C. 15B-9.005. In to equipment identified by F.A.C.15B-9.005, District X requires the Vendor to 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. hardwood timbers (4"x6")
- 8 ea. hard wood cribbing (4"x4")
- 1 ea. Extension ladder (18 ft.)
- 1 ea. 36" bolt cutters
- 1 ea. BC Fire extinguisher (10 lbs.) or 2 ea. BC Fire extinguisher (5 lbs.)
- 1 ea. Long handle axe
- 1 ea. Long handle shovels (flat blade)
- 1ea. Long handle shovels (round blade)
- 1 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)
- 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
- 1 ea. Commercial box 30-minute highway flares
- 120 lbs. or 30 gal. of oil dry or approved absorbent
- 50 ft. of rope (1/2")
- 4 ea. load binders, transport chains and cheater pipe
- 1 ea. Tarpaulin (Minimum size of 400 square feet)
- Digital camera with a minimum of 5 megapixels (may be carried on wrecker or support vehicle) or smartphone
- 2 ea. Rolls of duct tape
- 1 ea. Complete mechanics hand tool set
- 1 ea. Complete first-aid kit

**E. Equipment List for Recovery Support Vehicle or Recovery Support Trailer**

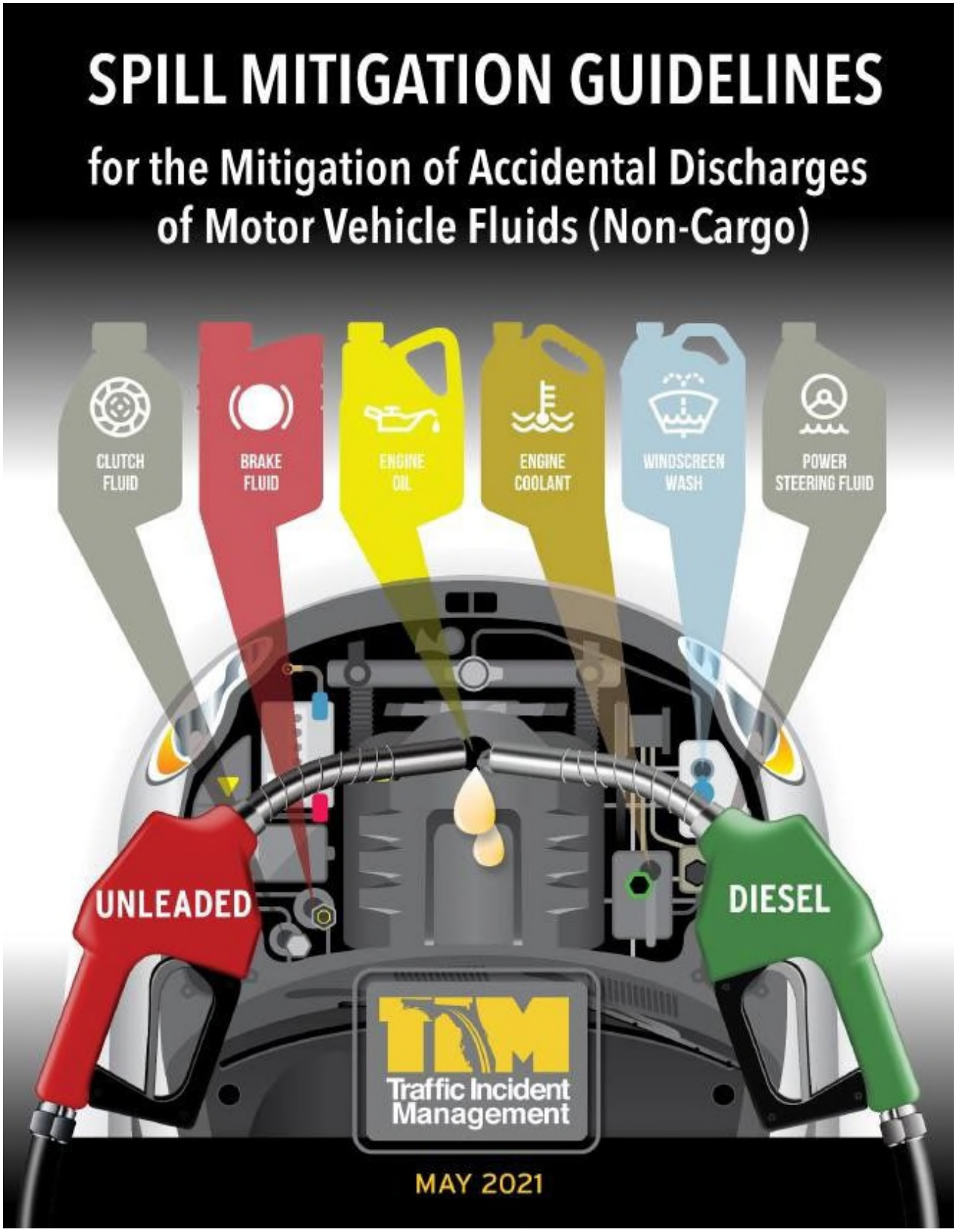
**Items required in the Recovery Support Vehicle or Recovery Support Trailer pulled by a Support Vehicle:**

- 60 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- 4 ea. Fabric, MUTCD approved Incident Management Warning signs
- 4 ea. Portable sign stands for 48" warning signs (see above)
- 1 ea. Gas powered cut-off saw
- 2 ea. 500-watt Auxiliary flood lights w/stands
- 1 ea. Minimum 3,500-watt generator
- 1 ea. Portable air compressor or truck supplied compressed air
- 1 ea. Air impact wrench with sockets
- 1 ea. Air powered metal chisel
- 1 ea. Acetylene/Oxygen cutting torch
- 1 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. Refrigerator dolly
- 1 ea. Hand trucks
- 1 ea. Pallet puller
- 1 ea. Dock plate with clamps
- 2 ea. Large Tarpaulins (Minimum size of 400 square feet)
- 6 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
- 8 2x4 studs
- 2 Rolls of heavy duty (80 gauge) stretch wrap with dispenser
- 4 Rolls of duct tape
- 4 Load binders and securement chain for a 30-ton load

- 1 Case of heavy duty, 55-gallon trash bags (Minimum of 25 bags)
- 1 Roll of heavy gauge polyethylene plastic sheeting
- 1 ea. Complete first-aid kit
- 2 ea. Large capacity trash cans
- 1 ea. BC Fire extinguisher (10lbs.)
- 2 ea. Sewer drain or inlet covers (mud flaps acceptable)

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

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


SPILL MITIGATION GUIDELINES
for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)
CLUTCH FLUID
BRAKE FLUID
ENGINE OIL
ENGINE COOLANT
WINDSCREEN WASH
POWER STEERING FLUID
UNLEADED
DIESEL
Traffic Incident Management
MAY 2021

## Purpose, Goal, and Objectives

The following guidelines were prepared to outline steps that can be taken by initial responders to motor vehicle crashes and other roadway incidents to reduce the confusion and subsequent delays in reopening roadways when spilled vehicle fluids are involved. Refer to the existing policies in place for dealing with hazardous material releases. The Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (DEP), and Florida Division of Emergency Management (DEM) State Watch Office (SWO) as well as your agency will likely have policies for addressing these situations.

These guidelines were developed by the multi-agency Florida Statewide Traffic Incident Management (TIM) Program to clarify the goals, objectives, and processes for clearing the highway of spilled motor vehicle fluids resulting from crashes and other vehicle incidents. The guidelines were reviewed and endorsed by the FDOT, DEP, and the Florida Highway Patrol (FHP).

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

The goal is to provide guidance to responders and assist them in clearing roadway incidents as quickly as possible to minimize the risk to responders and reduce secondary crashes.

The objectives of these guidelines are to:

- provide specific procedural guidance for spilled vehicle fluid cleanup
- provide a reference for the disposal of spill materials

## Definitions

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

- Absorbent materials are any materials, manufactured or natural, that may be used to absorb spilled fluid, and may include commercial absorbents, sawdust, floor sweep, peat moss, absorbent pads, clay, or even topsoil.
- Cargo means the commercial (or other) materials being transported by the motor vehicle. Materials that are an intrinsic part of the vehicle itself are "non-cargo", even if the vehicle is a commercial vehicle.
- Commercial vehicle: A vehicle that carries a cargo of commercial materials for pay, and may include, but is not limited to, small, medium, and heavy trucks; panel trucks and vans; tractor-trailers; and commercial buses.
- Clean-up Operation (contractor): An operation where hazardous substances are removed, contained, incinerated, neutralized stabilized, cleared-up, or in any other manner processed or handled with the ultimate goal of making the site safer for people or the environment.
- First Responder Operations Level: First responders at the operations level are individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. They are trained to respond in a defensive fashion without actually trying to stop the release. Their function is to

contain the release from a safe distance, keep it from spreading, and prevent exposures.

- Hazardous materials (HAZMAT): Any substance or material which has been determined by the secretary of the United States Department of Transportation to be capable of imposing an unreasonable risk to health, safety, and property.
- HAZMAT Team: An organized group of employees, designated by the employer, who are expected to perform work to handle and control actual or potential leaks or spills of hazardous substances requiring possible close approach to the substance.
- Hazardous materials technician: Hazardous materials technicians are individuals who respond to releases or potential releases for the purpose of stopping the release. They assume a more aggressive role than a first responder at the operations level in that they will approach the point of release in order to plug, patch, or otherwise stop the release of a hazardous substance.
- Private vehicle: Any vehicle used for the personal transportation of its occupants on a not-for-hire basis, and may include, but is not limited to, passenger cars and cycles, vans and SUVs, motor homes and recreational vehicles, and buses used for private purposes.
- Responders: May include law enforcement, Emergency Medical Services (EMS), fire, wrecker operators, Road Rangers, contractors (including HAZMAT Team), and the FDOT or local highway agencies.
- Responsible Party (RP): The entity having dominion over the product prior to the spill, not necessarily the party responsible for the accident.
- Spill: The expulsion of any vehicle fluids upon the roadway itself or the abutting areas that cause an immediate threat to traffic by hindering its normal operation in any way (covering surfaces causing slicks, dripping onto traffic below, etc.).
- Vehicle fluids: Often simply referred to as "fluids", these are non-cargo liquid materials that are spilled from the vehicle, such as gasoline; diesel fuel; motor oil; coolants; and transmission, brake, and hydraulic fluids. These may originate from the engine, drive train, fuel tanks, wheel assemblies, compressors, air handlers, or any component of the vehicle, including tractor and trailer, as applicable.

## Scope

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

Spilled fluids from motor vehicle crashes that are 25 gallons or less, onto a pervious surface (i.e., soil), are exempt from reporting requirements, but still must be cleaned up to the satisfaction of DEP by the Responsible Party (RP). Spills involving state waterways of any amount are required to be reported.

## Training

All traffic incident responders in Florida should be trained in hazardous materials according to the requirements of 29 CFR 1910.120. Additionally, responders should have received the National Traffic Incident Management (TIM) Responder Training, authorized by the Federal Highway Administration (FHWA). Incident responders are reminded to always use appropriate personal protective equipment (PPE) and limit their activities to only those in which they are trained and equipped to handle.

## Vehicle Fluid Spill Guidelines

According to the Federal Highway Administration (FHWA), National Traffic Incident Management (TIM) Responder Training Program, the following guidance is offered for any trained responder to a roadway incident involving a vehicle fluid spill:

Spill Response for Vehicle Fluids

1. Stop leaking material at the source
2. Contain and limit the spill from spreading
3. Apply available absorbents
4. Remove material from travel lanes
5. Gradually restore traffic flow

***All responder actions should be based on responder's level of training, use of the appropriate personal protective equipment (PPE), and following relevant traffic control procedures.***

## Clearance Procedure

Prompt intervention is encouraged to limit the congestion impact and prevent the high probability of secondary incidents as a result of extended traffic blockage. It is imperative that every effort be made to limit the amount of time the spilled fluids are in contact with asphalt pavement.

Responders should be aware that it often takes several hours for a clean-up contractor to arrive on scene. Therefore, priority should be given to re-opening the travel lanes. In many cases, lanes can be re-opened with minimal effort using available absorbents applied by trained on-scene personnel. During this time, it is also extremely important that situational updates are provided on a recurring basis to the local Traffic Management Center (TMC). The TMC can coordinate advanced messaging to travelers and first responders during the event.

In situations involving spilled vehicle fluids on a roadway from commercial vehicles and private vehicles, the preferred clean-up method is to soak up as much fluid as possible using absorbent materials. Also, move the absorbent materials out of the travel lanes by containerizing to prevent migration onto uncontaminated areas and store the waste outside of the clear zone. If storing temporarily at the scene, efforts should be made to minimize contamination risk to soil and water. Note that the trained FDOT and other crash-scene responders may apply absorbents and sweep off travel lanes regardless of the quantity. It is not necessary to await a clean-up contractor.

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

Defensive actions can include adsorbing, diverting, containment, diking, or soil berm construction. Offensive actions can include stopping the leak at the source. These efforts

not only limit the size of the release but also can help **prevent the spilled fluid from entering storm drains and from impacting soils along the shoulder**.

Before any actions are taken, the leaking materials should be properly identified. Using the Emergency Response Guidebook or other reference guide and, where possible, the type of fluid should be found by name and the appropriate guide followed for that material. The responder should estimate the amount of the spill and amount remaining in the tank, as well as whether or not the leak is still active. Appropriate PPE and equipment should be used. Actions to be taken depend on the responders' level of training and expertise. The first priority is to protect human life, including the life and safety of the responder.

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

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

Absorbent material moved out of travel lanes may be bagged in heavy-duty trash bags, wrapped or "diapered" in plastic sheeting, or containerized in pails, barrels, or drums. The material should be well off the travel portion of the roadway, outside of the clear zone, so that it does not impede vehicle, bicycle or pedestrian traffic and can remain there for a reasonable time to allow for the disposal by the responsible party or a contractor (paid by the RP). The TMC should create a notification for the District maintenance managers to make sure that the material is removed from the side of the roadway. The small amounts of material may be placed in a container and placed in the damaged vehicle(s) and removed by the towing company for proper disposal, following DEP and DOT regulations, guidelines and permitting requirements.

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

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

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

Vehicle fluid spills, which have soaked into the soil, will require cleanup but may be completed at a later date by the responsible party in accordance with FAC Chapter 62-780. Care must be taken to locate any underground utilities prior to the excavation of contaminated soil. Coordination with the roadway authority must occur before remediation begins.

Transportation of non-hazardous fuels, oils, and other vehicle fluids should only be performed by appropriately authorized and licensed individuals. Disposal facilities should also be appropriately authorized and licensed for the materials that are delivered.

Vehicle fluid spills that enter any wetland area, pond, or roadway drainage system must be addressed immediately by the responsible party. If the RP does not or cannot handle this responsibility in a timely manner, the governing authority (State, county, city, etc.) will initiate disposal and the responsible party will be billed. Clean-up actions taken by initial responders do not affect or limit this responsibility.

## Reporting

The Florida Department of Environmental Protection, Office of Emergency Response (OER), responds to environmental pollution threats in every form. Responding to incidents involving petroleum spills caused by vehicle crashes is one example of the type of events they monitor. OER provides technical and on-site assistance to ensure threats to the environment and human safety are quickly and effectively addressed. Reporting spill incidents to OER will ensure that the RP properly mitigates spill sites since remedial activities will be enforced by DEP.

The Florida Department of Emergency Management, State Watch Office operates 24/7, 365 days a year as a daily extension of the Florida State Emergency Operations Center. The State Watch Office monitors local, state, and national media as well as communicates with Florida's counties and state agencies to ensure that the State Emergency Response Team is aware of any ongoing or developing situations.

**NOTIFICATION and REPORTABLE QUANTITIES**

Florida DEP has adopted the US Environmental Protection Agency's Reportable Quantities (RQ) for hazardous substances, and an RQ of 25 gallons for petroleum products spilled onto a pervious surface (soil), or any amount on state waterways shall be called in. If in doubt about the amount, it is recommended the incident be reported by calling the State Watch Office, who will contact DEP"s Office of Emergency Response (OER).

**STATE WATCH OFFICE* (800) 320-0519, 24 hours, 7 days**
When calling, be prepared to give the location, type of fluid spilled, estimated amount of the discharge, size & characteristics of area affected as well as the RP name, address, and phone number.

**NATIONAL RESPONSE CENTER* (800) 424-8802, 24 hours, 7 days**
Report hazardous substances (RQ) releases and petroleum releases entering (causing a sheen) or threatening to enter navigable waterways.

*Note: The National Response Center (NRC) will automatically notify the State Watch Office (SWO) but the SWO will *not* notify the NRC.

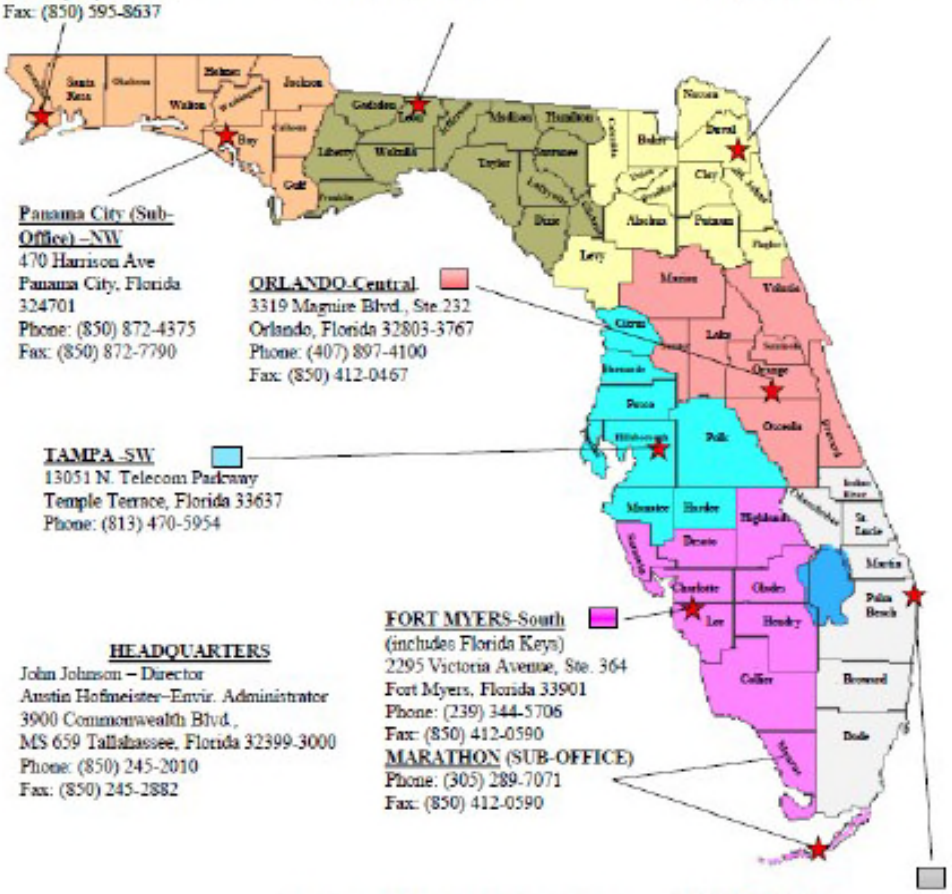
Because traffic incident response varies greatly, responding agencies are jointly responsible for notifying the State Watch Office when a reportable incident occurs on Florida roadways. For traffic crashes, the investigating law enforcement agency is usually responsible for

notification. For other types of roadway incidents, any responding agency (police, fire, towing, or transportation) should make the notification.

Chapter 252.351, Florida Statutes (effective July 1, 2020) specifies mandatory reporting of certain incidents by political subdivisions as soon as practicable following its initial response to an incident. "Political Subdivision" means any county or municipality created pursuant to law.

When in doubt, notify. It is better to have two notifications than none.

# OFFICE OF EMERGENCY RESPONSE
# DISTRICT MAP



# EXHIBIT "B"

## METHOD OF COMPENSATION

### 1. BILLING VEHICLE OWNERS

The Vendor 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 Vendor agrees that no claim for compensation will be made against the District, the Florida Highway Patrol, local law enforcement or its employees or agents for any recovery or towing services.

### 2. PERFORMANCE PAYMENTS

The Vendor may be eligible for either a Mobilization Incentive or a Clearance Incentive payment, or both provided certain requirements are met. The urban and rural boundaries referenced in this document are provided by the FDOT Transportation and Data Analytics Office through the development of Functional Classification and Urban Boundary Maps for each county being considered for RISC coverage.

### 2.1 Mobilization Incentive Payment

If the Vendor arrives at the incident location with all officially requested equipment, they may qualify for one of the following mobilization incentives:

A. A flat rate Mobilization Incentive Payment of **$1,000.00** will be paid for arrival within 45 minutes in urban areas and within 60 minutes in rural areas.
B. A flat rate Mobilization Incentive Payment of **$500.00** will be paid for arrival times from 46 to 60 minutes in urban areas and 61 to 90 minutes in rural areas.

If the Vendor is unsuccessful to arrive at the incident location within 60 minutes (urban) or 90 minutes (rural) of RISC activation, the Vendor will not be eligible for any Mobilization Incentive payment under Section 2.1 but will remain eligible for Clearance Incentive payment. Special circumstances may require an extension of arrival time thresholds. Extra time allowances may be granted with approval from the District RISC Contract Manager.

### 2.2 Clearance Incentive Payment

The Department agrees to pay Clearance Incentive when services are authorized by the designee, and the Contractor meets the following criteria:

A. The Contractor will receive **$5,500.00** for clearing the travel lane(s) within the first 30 minutes of NTP.
B. The Contractor will receive **$4,500.00** if the clearance time ranges from 31 minutes to 45 minutes since NTP.
C. The Contractor will receive **$3,500.00** if the clearance time ranges from 46 minutes to 60 minutes since NTP.
D. The Contractor will receive **$2,500.00** if the clearance time ranges from 61 minutes to 90 minutes since NTP.
E. The Contractor will not receive any clearance incentive if the clearance time exceeds 90 minutes since NTP. The Contractor will remain eligible for Mobilization Inceptive.
F. The Contractor will be liable for compensatory adjustments if the clearance time exceeds 180 minutes since NTP.

The Contractor must complete the removal and clearance of all crash scene vehicles, cargo, debris, and non-hazardous vehicle fluids from all travel lanes and have lanes opened to traffic within 90 minutes after the NTP.

**Note:** The documented "notice to proceed" and "all lanes open" times recorded at the Traffic Management Center (TMC), FHP Communications Center or local law enforcement communications center will be used to verify the requests for mobilization and clearance incentive payments. The maximum combined amount that a RISC Contractor may be paid for mobilization and clearance incentives is **$6,500.00**. If needed, the final clean up and removal of wreckage and debris shall be coordinated with the District, FHP or local law enforcement and may be postponed until the operation has a minimal impact on traffic.

## 3. COMPENSATORY ADJUSTMENTS

Compensatory adjustments will be assessed against the Vendor under the provisions established below:

A. No performance payment shall be made to the Vendor if they have not arrived or completed their work and all travel lanes are not open to traffic within the timeframes established in Section 2.1 and 2.2 after the notice to proceed.

B. If the Vendor has not completed the removal and clearance of the vehicles, non-hazardous cargo, debris and vehicle fluids after three hours (180 minutes) 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 Vendor at the discretion of the authorized representative of the District. An additional **$600** may be assessed for each additional hour or **$10 per minute** it takes the Vendor to completely open the roadway to traffic.

C. Exemptions to the Compensatory Adjustments:

   i. If the Vendor was ordered to stop their roadway clearance activity by Fire Rescue, FHP, local law enforcement or the Department authorized representative, the Vendor will not be penalized for the time they were delayed. This extended time must be documented by the authorized representative of the District or incident commander at the incident scene. The Vendor should ensure that both the time of the work stoppage and the restart time are recorded in the incident log (event chronology).

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

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

## 4. BILLING

The Vendor shall bill the Department for services rendered only upon receipt of a **Confirming Letter of Authorization (LOA)** issued by the Department following completion of services. The Department's LOA 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 Vendor's invoice shall reference the services being billed and the LOA number.

## 5. INVOICES

The Vendor agrees to provide the District with copies of all invoices billed to insurance companies of vehicles involved in RISC activation. All elements of a RISC activation shall be completely documented by the Vendor. This shall include photographs, time of day, lanes blocked, and duration of incident.

# EXHIBIT 'C'

# PROPOSER'S AREAS OF COVERAGE

**(Check the box(es) to indicate the highway segment(s) your firm wants to cover)**

| HIGHWAY | SEGMENT | CHECK YOUR COVERAGE AREAS |
|---|---|---|
| I-75 | 49 TO 60 | ☐ |
| | | |
| I-75 | 60 TO 70 | ☐ |
| | | |
| I-75 | 70 TO 80 | ☐ |
| | | |
| I-75 | 80 TO 90 | ☐ |
| | | |
| I-75 | 90 TO 100 | ☐ |
| | | |
| I-75 | 100 TO 110 | ☐ |
| | | |
| I-75 | 110 TO 120 | ☐ |
| | | |
| I-75 | 120 TO 130 | ☐ |
| | | |
| I-75 | 130 TO 140 | ☐ |
| | | |
| I-75 | 140 TO 150 | ☐ |
| | | |
| I-75 | 150 TO 160 | ☐ |
| | | |
| I-75 | 160 TO 170 | ☐ |
| | | |
| I-75 | 170 TO 180 | ☐ |

# EXHIBIT 'C'

## PROPOSER'S AREAS OF COVERAGE

**(Check the box(es) to indicate the highway segment(s) your firm wants to cover)**

| HIGHWAY | SEGMENT | CHECK YOUR COVERAGE AREAS |
|---|---|---|
| I-75 | 180 TO 190 | ☐ |
| | | |
| I-75 | 190 TO 200 | ☐ |
| | | |
| I-75 | 200 TO 210 | ☐ |
| | | |
| I-75 | 210 TO 220 | ☐ |
| | | |
| I-75 | 220 TO 230 | ☐ |
| | | |
| I-75 | 230 TO 240 | ☐ |
| | | |
| I-4 | 25 TO 30 | ☐ |
| | | |
| I-4 | 30 TO 40 | ☐ |
| | | |
| I-4 | 40 TO 50 | ☐ |
| | | |
| I-4 | 50 TO 58 | ☐ |
| | | |
| I-275 | 0 TO 10 | ☐ |
| | | |
| I-275 | 10 TO 20 | ☐ |

# EXHIBIT “D”

## PROPOSAL FORMS FOR
## RAPID INCIDENT SCENE CLEARANCE (RISC)

***Print or type, include additional sheets if required.***

Name of Vendor:

_____

Business address:

_____

_____

Business Telephone No.: _____

Fax Telephone No.: _____

24 hour Telephone No.: _____

E-Mail Address: _____

Please check the appropriate space:

_____Sole Proprietorship _____Partnership

_____Joint Venture _____Corporation

State of Florida Registration Number: _____

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

Names of ultimate equitable Owner/Owners and Officers:

_____Years experience in towing: _____

_____Years experience in towing: _____

_____Years experience in towing: _____

_____Years experience in towing: _____

The date the Vendor 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 to the highway coverage areas you've checked in Exhibit "C" and route to be taken from your
garage:_____

_____

Distance from garage to this Highway 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

MOBILE CRANE – if substituted for the Rotator type wrecker

1. Crane and body manufacturer and model
2. Winch capacity
3. Boom capacity and reach
4. All crane operators shall have OSHA crane operator certification

***(Refer to Attachment "C", 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 *Vendor-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 District 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 will be used to qualify the Vendor 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**

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

# STANDARD WRITTEN AGREEMENT



Agreement No. _____

Financial Project I.D. _____

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

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

Procurement No.: _____

DMS Catalog Class No.: _____

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

1. SERVICES AND PERFORMANCE

A. In connection with _____ , the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

_____



SAMPLE

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 _____, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

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

☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

☐ Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

☐ This Agreement may not be renewed.

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

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

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

3. COMPENSATION AND PAYMENT

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

SAMPLE

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

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

D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the



SAMPLE

value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

☐ No general liability insurance is required.

☐ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least $_____ per person and $_____ each occurrence, and property damage insurance of at least $_____ each occurrence, for the services to be rendered in accordance with this Agreement

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

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

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

☐ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

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



SAMPLE

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

5. COMPLIANCE WITH LAWS

A. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

(1) Keep and maintain public records required by the Department to perform the service.

(2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.

(4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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

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

Select District and hit TAB key

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

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

(1) If the Department has knowledge or reason to believe that any person has violated the provisions



SAMPLE

of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

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

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

E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at http://www.dot.state.fl.us/procurement/index.shtm, incorporated herein by reference and made a part of this Agreement.

J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.

L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

SAMPLE

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.

B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.

C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of $1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

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

B. Select the appropriate box:

☐ The following provision is not applicable to this Agreement:

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

☐ It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be



SAMPLE

obtained by contacting:

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

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

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

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

8. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those



SAMPLE

grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.

H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.

I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.

J. Vendor/Contractor:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

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

3. shall adhere to requirements in section 448.095, Florida Statutes.

K. Time is of the essence as to each and every obligation under this Agreement.

L. The following attachments are incorporated and made a part of this agreement:

M. Other Provisions:

SAMPLE

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<br>DEPARTMENT OF TRANSPORTATION |
| Name of Vendor | |
| BY: _____<br>Authorized Signature | BY: _____<br>Authorized Signature |
| _____<br>(Print/Type) | _____<br>(Print/Type) |
| Title: _____ | Title: _____ |

FOR DEPARTMENT USE ONLY

| | |
|---|---|
| APPROVED: | LEGAL REVIEW |
| _____ | _____ |

SAMPLE

# AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to §787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: _____
Address: _____
Phone Number: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Email Address: _____

AFFIDAVIT

I, _____, as authorized representative attest that _____ does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
(Signature of authorized representative) Date

STATE
COUNTY OF
Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this day of , (year), by

_____
Notary Public

_____
Commission Expires
Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced

# BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES



Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 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 supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

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**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**

**BID SHEET (Invitation to Bid – ITB)**
**PRICE PROPOSAL (Request for Proposal – RFP)**
**REPLY (Invitation to Negotiate – ITN)**

# DRUG-FREE WORKPLACE PROGRAM CERTIFICATION



287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

☐ **YES**

☐ **NO**

NAME OF BUSINESS: _____

# E-VERIFY



Contract No: _____

Financial Project No(s): _____

Project Description: _____

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____