

Date:

**State of Florida  
Department of Transportation**



**Contract #**

**Financial Project Number (s)**

**DBE Availability**  %

**REQUEST FOR PROPOSAL (RFP)  
EMERGENCY ROADSIDE ASSISTANCE SERVICES CONTRACT  
PROPOSAL REQUIREMENTS**

**MAIL OR DELIVER PROPOSAL PACKAGES TO:**

Florida Department of Transportation  
Attn: ...

**By overnight mail or hand-deliver:**

Florida Department of Transportation  
...

**Mail Via US Postal Service:**

Florida Department of Transportation  
...

**SPECIAL CONDITIONS**

**1) TECHNICAL PROPOSAL SUBMITTAL**

The State of Florida, Department of Transportation (“Department”) will accept proposals for:

**Project Location (s) and Work Description:**

**Contract Limits:**

This contract includes the entire corridor of Interstate \_\_\_\_ bound beginning at mile marker \_\_\_\_ in \_\_\_\_\_ County and ending at mile marker \_\_\_\_ in \_\_\_\_\_ County.

**Contract Description:**

This Performance Based contract includes providing Emergency Roadside Assistance Services to motorist during evacuations and other emergency events. Emergency Roadside Assistance Services includes push, pull, or tow Disabled Vehicles to a safe location on the side of the road and off of the travel lanes; provide fuel, change or repair tires, and perform other minor vehicle repairs to restore the Disabled Vehicle for travel; and provide transportation of Motorist of Disabled Vehicles whose vehicle cannot be readily restored for travel.

The Department intends to award this contract to the responsive and responsible Proposer whose Proposal Package receives the highest total score (Technical Proposal Score plus Price Score) upon evaluation by the Department.

Details of the services, information and items to be furnished by the Contractor are described in the **Emergency Roadside Assistance Services during Evacuations and Other Events** Scope of Services with Attachments, attached hereto and made a part thereof.

**2) MANDATORY PRE- PROPOSAL MEETING**

The Department will host a Pre-proposal meeting for the purpose of providing a forum for discussion on the Scope of Services, Contract Documents, Technical Proposal Requirements, or any other matter associated with this RFP. Attendance at the Pre-proposal meeting is mandatory, and any Proposer who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. Proposers shall sign in as attendees to the meeting upon arrival. Any Proposer not signed in before the meeting starts will be considered late, deemed not in attendance, and will not be allowed to bid on the contract. Proposal Blanks will be issued only to attendees of this meeting.

During and after the meeting, it is the responsibility of the Contract Manager/Contracting Unit to provide each Proposer with the same information related to the Contract. If a Proposer receives information from the Department relating to the contract prior to the information cutoff date, the Department will ensure that all Proposers receive the same information in a timely fashion. The contract file will clearly document all communications by the Contract Manager/ Contracting Unit with any Proposer regarding contract details.

Any person requiring special accommodations at any meeting because of a disability or physical impairment should contact the District Contracts Office at [ ] not later than five (5) days prior to the meeting.

Any person who is hearing or speech impaired should contact the Department using the Florida Relay Service at (800) 955 – 8771 TDD.

**3) REQUEST FOR PROPOSAL (“RFP”) QUESTIONS & ANSWERS**

Any questions arising from this RFP must be forwarded, in writing, to the procurement agent at the location indicated in the Schedule of Events below. In order for Proposer questions to be answered in a timely fashion, its questions must be received by the Department no later than the date and time shown in the Schedule of Events.

The Department's written responses to written inquiries submitted timely by potential Proposers will be posted on the internet at:

It is the responsibility of all potential Proposers to monitor this site for new and changing information prior to submitting their proposal.

**4) ORAL INSTRUCTIONS / CHANGES TO PROPOSAL REQUIREMENTS (ADDENDA)**

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

Notices of changes (addenda) will be posted on the Department of Transportation Contracts Administration Web Site under this contract number at:

It is the responsibility of each potential Proposer to monitor this site for any changing information prior to submitting its Proposal. Proposers shall acknowledge addenda by printing and signing each addendum and submitting the signed addenda along with the Technical Proposal submittal.

**5) SCHEDULE OF EVENTS**

Below is the current schedule of the remaining events that will take place in the selection process. The Department reserves the right to make changes or alterations to the schedule as necessary to serve the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Department, the dates indicated below for actions required of the Proposers constitute absolute deadlines; failure to timely comply by these deadlines will cause a Proposer to be disqualified.

<b>SCHEDULE OF EVENTS</b>			
<b>ACTIVITY</b>	<b>DATE</b>	<b>TIME (local)</b>	<b>LOCATION (address or website)</b>
Advertisement	5/12/2017		
Deadline for submission of written questions prior to the pre-proposal meeting	5/17/2017		
Mandatory Pre-Proposal Meeting	5/19/2017		
Final Deadline for Questions	5/25/2017		
Department reply to Questions	5/29/2017		
Technical and Price Proposals Due (Must be due same time)	6/2/2017		
Technical Review Committee Meeting and Public Announcement of Technical Scores, Public Opening of Price Proposals and Public Announcement of Prices	6/6/2017		
Selection Committee Meeting	6/6/2017		
Posting of Department's Decision to Award	6/6/2017		
Anticipated Award Date	6/9/2017		
Contractor's Executed Documents Due Back to Department	6/23/2017		
Department Executes Contract and Issues Notice to Proceed	6/30/2017		

**Commented [SM1]:** Edit dates as necessary, but try to get contract executed as soon as possible.

## **6) PROPOSER ELIGIBILITY**

The Department will determine whether the Proposer is eligible to perform the services being contracted based upon its Proposal Package demonstrating satisfactory experience and capability in the work area and demonstrating an understanding of Emergency Services and Performance-Based contracting.

## **7) DEPARTMENT RESERVATIONS AND RESPONSIVENESS OF PROPOSALS**

### **7.1 General**

The Department reserves the right to accept or reject any or all Proposals received and reserves the right to make an award without further discussion of the Proposal Packages submitted. It is understood that the Proposal Package will become a part of the Department's official file, without obligation to the Department.

### **7.2 Responsiveness of Proposals**

Proposals found to be non-responsive shall not be considered. The Department will declare a Proposal non-responsive for any of the reasons specified in Section 2 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction or for any of the following reasons:

- The Proposal is received by the Department after the date and time specified as the due date for submission;
- The Proposal is found to be not in conformance with the requirements and instructions of this RFP;
- An individual, firm, partnership, or corporation is on the Listing of Parties Excluded from Federal Procurement and Non procurement Programs;
- The Proposer's or its affiliate(s) qualification to propose is suspended, revoked, or denied by any public agency or semi-public agency;

### **7.3 Waivers**

The Department may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Department's interest and will not affect the price of the Proposal by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

## **8) CONTRACTUAL OBLIGATIONS**

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

### **8.1 Unauthorized Aliens**

Employment of unauthorized aliens by a contractor may constitute a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens or knowingly hires subcontractors who employ unauthorized aliens, such violation shall be cause for the Department's unilateral cancellation of the contract.

### **8.2 Convicted Vendors**

A person or business affiliate placed on the convicted vendor list following a conviction for a public entity crime 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. All restrictions apply for a period of thirty six (36) months from the date of placement on the convicted vendor list.

### **8.3 Method of Compensation**

See the Contract Schedule of Items in the attached Scope of Services. This Contract Schedule of Items defines the compensation to be made to the Contractor for each Mobilization and for each Hour of Service of Emergency Roadside Assistance set forth in the contract.

## **9) COSTS INCURRED IN PROPOSAL SUBMITTAL**

This RFP does not commit the Department or any other public agency to pay any costs incurred by an

individual firm, partnership, or corporation in the submission of a Proposal Package or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

#### **10) CANCELLATION PRIVILEGES**

Pursuant to Section 339.135(6)(a), Florida Statutes, during any fiscal year the Department 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. A statement from the Department's Office of Comptroller declaring that funds are available shall be required 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 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. If the Department deems at any time during the term of this agreement that monies lawfully applicable to this agreement shall not be available for the remainder of this term, or that for cause the agreement shall be cancelled, the Department shall notify the Contractor in writing, with instructions as to the effective date of cancellation, whereupon the obligations of the parties herein shall end and this agreement shall be considered cancelled by mutual consent. This Contract may be canceled by the Contractor only by mutual consent of both parties.

#### **11) ATTACHMENT TO PROPOSAL PACKAGE SUBMITTAL – CONFIDENTIAL MATERIAL**

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "(Name of Proposer), Attachment to ("Price" or "Technical" as applicable) Proposal Package, (Contract #) Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the Proposal will be considered waived by the Proposer upon submission, effective after opening.

#### **12) COPYRIGHTED MATERIAL**

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

#### **13) PROPOSAL PACKAGE MODIFICATION, WITHDRAWAL AND RESUBMITTAL**

Proposers may modify submitted Proposal Packages at any time prior to the Proposal Package due date. Requests for modification of a submitted Proposal Package shall be in writing and shall be signed by an authorized signatory of the Proposer. Upon receipt and acceptance of such a request, the entire Proposal Package will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the applicable proposal. The Contract Number, Proposer's Name & Vendor Number, the phrase "Technical Proposal Modification" or "Price Proposal Modification" as appropriate, as well as the applicable opening date and time should appear on the envelope.

Requests for withdrawal of Proposal Packages after Proposal Package due date and time will be considered if received by the Department, in writing, prior to the Technical Proposal Package opening date and time.

## **14) PROPOSAL FORMAT INSTRUCTIONS**

### **14.1 General Information**

This section contains instructions that describe the required format for the Proposal Package. All submitted Proposal Packages shall contain two parts, each separately sealed and marked as follows:

#### **14.1.1 PART I: TECHNICAL PROPOSAL – (Proposer Name) – (Contract Number)**

The Proposer must submit one (1) original, ( ) copies, and one digital copy of the Technical Proposal which is to be structured as described in 15.2 below. Failure of the Proposer to follow this outline will result in the rejection of the Proposal Package. The submitted Technical Proposal will become a part of the Contract and the Contractor will be expected to adhere to commitments made in the Technical Proposal. Do not include any Price Proposal information in the Technical Proposal.

#### **14.1.2 PART II: PRICE PROPOSAL – (Proposer Name) – (Contract Number)**

The Price Proposal information is to be submitted as one (1) original and ( ) copies on the Bid Proposal form provided at the mandatory Pre-Proposal meeting.

The two separately sealed parts of the Proposal Package may be mailed or delivered together in a common envelope or container.

### **14.2 Presenting the Technical Proposal**

Construct the Technical Proposal using 8½" x 11" paper. Use a type size of twelve (12) point or larger Times New Roman font. Use margins no less than 1" at top and 1/2" at bottom and sides. In the language of the Technical Proposal, do not use ambiguous words such as may, might, should, etc.; use only definitive statements of what the Proposer will or will not accomplish. The entire Technical Proposal is limited to a maximum of 5 total pages, not counting bindings and covers. Sequentially number all pages. A page with information on both sides is considered two pages.

Also provide the Technical Proposal in digital format on a CD or DVD. Acceptable formats include Microsoft Word, Adobe PDF, and HTML.

### **14.3 Diversity Achievement**

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

### **14.4 Affirmative Action**

The State of Florida, Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities, hereby notifies all proposers that it will

affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation. Further, the Florida Department of Transportation will not discriminate against proposers on the basis of race, color, sex, or national origin in consideration of an award. No company will be awarded a contract unless they have an approved DBE Affirmative Action Program Plan. Please review the "DBE Bid Package" and Section 7-24 of Attachment II of the Scope of Services for instructions for submission of a DBE Affirmative Action Plan.

#### **14.5 Disadvantaged Business Enterprise (DBE) Utilization**

The Department encourages DBE firms to compete for Department contracts, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The successful Proposer shall utilize the Department's Equal Opportunity Compliance System ([www.dot.state.fl.us/equalopportunityoffice/eoc.shtm](http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm)) to indicate their intention regarding DBE participation and report their actual use of DBEs as the contract progresses.

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or visit their website at: [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice).

### **15) EVALUATION OF PROPOSALS**

#### **15.1 Evaluation Process:**

A Technical Evaluation Committee shall be established to review and evaluate each Technical Proposal submitted in response to this Proposal Solicitation. The Committee shall consist of at least three, but no more than five individuals with background, experience, and/or professional credentials in related service areas.

The District Contracts Office will distribute to each member of the Committee a copy of each responsive Technical Proposal. The Committee members will independently evaluate the Proposals using the Criteria for Evaluation established below. During evaluation, Committee members will holistically evaluate the entire Proposal, assign a total points score, and prepare and sign a technical summary. All Committee members' point total for each Proposer will be averaged to create the Proposer's Average Technical Score. Proposing firms receiving an Average Technical Score of less than 70 will be deemed non-responsive and will be eliminated from further consideration.

The Department shall not open Price Proposals until the time specified in the Schedule of Events for Public Opening of Price Proposals. The Department shall keep Price Proposals confidential until the Public Opening meeting. At the Public Opening meetings, the District Contracts Office shall open, review, and evaluate the responsive Price Proposal packages and prepare a summary of evaluation.

#### **15.2 Criteria for Evaluation**

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

##### **15.2.1 Technical Score**

**Technical Score = Average Technical Score x 60%**

The following Criteria for Evaluation table establishes specific topics that each Proposer is required to address in their Technical Proposal.

CRITERIA FOR EVALUATION	Max Points Attainable
<b>Emergency Roadside Assistance Services Plan</b>	<b>100</b>
1) Describe your experience providing similar Emergency Roadside Assistance Services.	
2) Describe how you will mobilize to begin Emergency Roadside Assistance Services at the Department designated date and time, upon issuance of a Task Work Order.	
3) Describe how you will meet the Response Times in the Scope of Services when there are few and when there are many Disabled Vehicles.	
4) Describe how you will communicate within all levels of your organization and with the Department and TMC and other agencies before, during, and after an emergency event. How will you ensure communication will be reliable and instantaneous even if cell towers fail?	
5) Describe how you will move Disabled Vehicles out of the traveled way.	
6) Describe what services you will provide and steps you will take to restore a Disabled Vehicle for travel.	
7) Describe how you will transport the Motorist of a Disabled Vehicle.	
8) Describe how you will accommodate a Motorist who has special needs.	
9) Describe how you will handle the animals and possessions of a Motorists.	
10) Describe what you will do if the owner of a Disabled Vehicle does not consent to moving the Disabled Vehicle out of travel lanes.	

**15.2.2 Price Score**

Price analysis is conducted through the comparison of price quotations submitted.

**Price Score = 100 x (Lowest Bid / Proposer's Bid) x 40%**

**15.2.3 Total Proposal Score**

If all other criteria are met, the Contract will be awarded to the Proposer with the highest Total Proposal Score.

**Total Proposal Score = Technical Score + Price Score**

**16) AWARD OF THE CONTRACT / NOTICE TO PROCEED**

The Contractor will be authorized to begin work when they receive an executed contract and a written Notice to Proceed issued by the Contract Manager.