

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 "Department") has implemented the "Open Roads Policy" attached hereto as Attachment "A" for Quick Clearance for Safety and Mobility to make travel in Florida safer and more efficient. Consistent with the Open Roads Policy, District Four 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 highway incidents and truck crashes.
- 1.2 Towing regulations for heavy-duty wreckers currently used in Florida were developed decades ago. Heavy trucks hauling larger loads now require specialized equipment and skilled operators to quickly remove them after an incident. This contract provides an incentive to clear wreckage and open roads as quickly as possible. This contract does not eliminate the current Class "C" (Heavy -duty) wrecker class that will continue to be utilized to remove trucks and busses that are disabled.
- 1.3 This agreement and RISC funding will be limited to use on limited access highways. Other non-limited access highways will be considered on a case-by-case basis and must be approved by the Department's State Traffic Engineer. See section 8.3 for the list of roadways that are included in the District's RISC Program.

2. GENERAL DESCRIPTION

- 2.1 The District shall 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 District'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 and Motor Vehicle Statutes.

The Vendor's relationship to the District is that of an independent contractor authorized to perform incident scene clearance and vehicle recovery services on the District's roadway system in strict compliance with the terms and conditions contained herein.

- 2.3 Should the District determine that the Vendor under this agreement is unable to assist, perform, or provide adequate services or equipment, the District reserves the right to utilize additional services or equipment from any available source. The District also reserves the right to modify the designated limits of responsibility of the Vendor at any time.
- 2.4 The Vendor and all their operators, employees and subcontractors shall cooperate and comply with the guidance of the FHP or District 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), FY 2012/2013 Design Standards and Manual of Uniform Traffic Control Devices (MUTCD).
Internet locations:
FDOT Design Standards: <http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
MUTCD: http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm
- 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, per Florida Administrative Code 15b-9.003(2)(b), 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 FHP, local law enforcement, and/or District requests for vehicle recovery and clearance services as soon as possible but no later than **fifteen (15) minutes** from the FHP, local law enforcement or the Department's authorized representative initial contact with Vendor requesting RISC activation. The Vendor acknowledges that time is of the essence and shall arrive with the two Recovery Wreckers and the Recovery Support Vehicle with required equipment, and materials as specified in Attachment "C", and with all necessary traffic control devices at the incident site within **one hour (60 minutes)** from the time RISC activation is requested in order to qualify for RISC incentive payments. The 60 minute time frame begins with initial call to the Vendor. If the selected vendor has not responded within 15 minutes of the initial call, the next available Vendor will be contacted. The need for additional trucks and heavy equipment shall be jointly determined at the incident scene by the Department's authorized representative or Asset Maintenance Contractor, FHP, local law enforcement and the Vendor's representatives. The need for the additional trucks and heavy equipment described herein shall not increase the time required by the Vendor to perform services.
- 4.2 The Vendor shall be available to provide these services on a **twenty-four (24) hours** a day, **seven (7) days** a week basis, and to provide the arrival status of their personnel and equipment upon request by the investigating law enforcement personnel. The Vendor shall provide the District with a telephone number at which the Vendor can be contacted at all times. Under no circumstances will answering services be allowed. Phone numbers for the FDOT District Four Traffic Management Center (TMC) will be provided to the vendor upon acceptance of this agreement by both parties.

- 4.3 **TIME IS OF THE ESSENCE IN THIS CONTRACT.** Upon the FHP, local law enforcement, or the District's request for RISC services, the Vendor shall provide the District, FHP or local law enforcement 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.

The response time specified herein shall be strictly enforced. Failure to respond to a call for RISC services or arrive at the incident site within the time required and with all necessary materials and equipment as specified herein will result in non-payment of the incentive feature. Failure to respond after the Vendor has agreed to the request for RISC implementation shall be considered a breach of this Contract.

- 4.4 Notification – The vendor shall notify the FDOT District Four Traffic Management Center (TMC) at the following points:
- a. When the Vendor is en-route to the incident scene.
 - b. When the Vendor arrives at the incident scene.
 - c. When the Vendor is given the Notice to Proceed.
 - d. When all travel lanes are cleared.

Should RISC recovery operations be halted by Fire Rescue, FHP, local law enforcement or the Department authorized representative, the vendor should ensure that both the time of the work stoppage and the restart time are recorded in the incident log (event chronology).

5. TERMINATION

- 5.1 The District 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 District reserves the right to terminate this agreement at any time, for any reason, upon **sixty (60)** days prior written notice by certified mail.
- 5.3 Change of ownership or termination of the Vendor's business shall be grounds for immediate termination of this agreement.

6. INDEMNITY

- 6.1 The Vendor shall indemnify and hold harmless the District, the FHP, their officials, officers, employees, consultants and agents from and against any and all liabilities, claims, injuries, damages, penalties, actions, suits, losses, costs expenses and attorneys' fees resulting from or arising out of District requests for vehicle recovery services or incident scene clearance on the District's roadway system.

7. MISCELLANEOUS

- 7.1 This is a non-exclusive agreement. The District 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 rapid scene clearance 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) was contracted with to provide services in that service area. The rotation list shall be managed by the FDOT District Four Traffic Management Center (TMC).
- 7.2 If the Vendor is contacted by a party other than FHP, local law enforcement, or the District to provide the services described herein in the District, the Vendor shall notify the District 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 authorized by FHP, local law enforcement, or the District prior to responding.
- 7.3 The Vendor or any of its operators or employees will not provide any gratuities, commissions, kick-backs or complimentary services of any kind to any District, FHP, or local law enforcement officials, officers, employees, consultants or agents.
- 7.4 Vendor agrees to provide copies of their itemized invoice to the Department and FHP for review and use.
- 7.5 Vendor must take photographs both prior to and subsequent to scene cleanup. Photos must be detailed in showing lane blockage and affected traffic from the incident scene.

8. RECOVERY AREAS

- 8.1 The District may review the recovery area boundaries periodically to ensure that level of service in each area is consistent with the quick clearance goals stated in the Open Roads Policy.
- 8.2 Recovery wrecker companies need not be located within the area boundaries, but they must mobilize and respond to calls within the indicated response time.

8.3 This agreement covers Rapid Incident Scene Clearance by the Vendor for those segments of the following limited access highways, interchanges, ramps and other approved roadway segments, under the jurisdiction and operational control of the District and selected by the Vendor.

DESCRIPTION	COUNTY
I-95 / SR 9	BROWARD: 25.3 miles in length
	PALM BEACH: 45.9 miles in length
	MARTIN: 25 miles in length
	ST. LUCIE: 27.2 miles in length
	INDIAN RIVER: 19.2 miles in length
I-75 / SR 93	BROWARD: 45.4 miles in length

8.4 From the roadway described in 8.3, the Vendor has selected to provide services for those areas described in Exhibit "C". The Investigating Law Enforcement Officer or FDOT representative can allow additional response time (arrival to scene with all 3 pieces of contract required equipment) for a vendor who is responding to a RISC activation outside of his originally contracted area.

9. VENDOR REQUIREMENTS AND QUALIFICATIONS

9.1 The ultimate equitable owner/owners of the wrecker company shall be required to submit documentary proof showing previous experience and extensive knowledge in working Heavy Duty Towing and Recovery business. Vendor shall be in good standing 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 and quality of work.

9.2 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.

9.3 The Vendor is required to abide by all local ordinances for wrecker providers within the county they are working RISC activations.

9.4 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.

FHP Policy# 17.02

FSS 321.051

FAC Rule 15B-9

Vendor shall be subject to the standard rules and policies already established by the FHP. Suspensions from FHP towing rotation list will be grounds for removal from the RISC contract.

- 9.5 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.
- 9.6 The Vendor shall be proficient and able to demonstrate "Expedited Roadway Clearance Practices" and "Incident Scene Safety" including:
- Single lane uprighting of loaded tractor trailers.
 - Relocation of loaded, overturned, tractor trailers from travel lanes.
- 9.7 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.
- Setting up incident scene Traffic Control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
 - The mitigation of accidental discharges of motor vehicle fluids, per the Florida Guidelines.
- 9.8 The RISC Vendor agrees that upon activation of the RISC contract, the responsible party, 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.

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

- 10.1 Within sixty (60) days of the execution of this agreement or sixty days of their hiring date, all Recovery Wrecker Operators shall:
1. Complete Intermediate Maintenance of Traffic (MOT) training from a certified Department approved training agency. It is recommended that support personnel involved in the recovery effort also complete the Intermediate MOT training from a certified Department approved training agency., Recovery operators and support personnel shall also complete the FDOT MOT Training Course for Incident Responders, which is available online at:
 - <http://wbt.dot.state.fl.us/ois/MOTTIRCBT/index.htm>
 2. Receive instruction, training and if applicable, examination in each of the following specialized recovery wrecker operator services:
 - Heavy Duty Wrecker Operations
 - Ultra Heavy Wrecker and Recovery Practices
 - Hazardous Materials AwarenessThis training shall be conducted by state and/or industry recognized and approved instructors.
 3. Have knowledge and understanding of the following policies/procedures:
 - Traffic Incident Management Practices including:
 1. The Florida "Open Roads" policy
 2. The Florida "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)

11. AREAS WITH NO AVAILABLE 'RISC' VENDORS

It is anticipated that there may be areas in which the Department does not have under contract a RISC Vendor or times when a Vendor or Vendors for an area are unavailable to respond to a request for services. In such situations the Department reserves the right to contact any available RISC Vendor. The Department will attempt to call the Vendor whose facilities appear to be closest to the incident. 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 immediately with the two required recovery units and recovery support vehicles as referenced in Attachment "C" within the arrival time agreed upon by the department designee and the vendor provided all travel lanes are open within 90 minutes after the notice to proceed is given by FHP and/or the Department authorized representative. The Vendor should also be eligible to receive any additional performance payments provided the contract times are met.

12. CONTRACT TERM

The term of the agreement will be from the date of contract execution through Sixty (60) months.

13. VENDOR PERFORMANCE

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 renewal awards.

14. ADDITIONAL VENDORS

The District 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 District with documentary proof of compliance with the requirements and qualifications specified herein.

15. PAYMENT OF TOLLS

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

16. MYFLORIDAMARKETPLACE TRANSACTION FEE

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