

EXHIBIT “A”**SCOPE OF SERVICES****RAPID INCIDENT SCENE CLEARANCE (RISC) FOR DISTRICT 4****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 Four (4) (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), *2008 Design Standards* and Manual of Uniform Traffic Control Devices (MUTCD).

Internet locations:

2017 FDOT Design Standards: <https://www.fdot.gov/design/standardplans>

MUTCD: https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/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 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 **five (5) minutes** from 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 5 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 authorized representative or Asset Maintenance Contractor, FHP, local law enforcement and the Vendor's representatives. If necessary, the Department representative shall have final authority to make the decision on additional equipment. 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 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 **TIME IS OF THE ESSENCE IN THIS CONTRACT.** 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 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. 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 en-route 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.
 - d. 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, its 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 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) 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, kick-backs or complimentary services of any kind to any officials, officers, employees, consultants or agents that are 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. RECOVERY AREAS

- 8.1 The Department 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 roadways identified within the jurisdiction and operational control of the Department and agreed to by the Vendor. Other areas in and outside the District boundaries may be added at any time as the need arises and/or in order to coordinate RISC response with other districts.

DESCRIPTION	COUNTY
I-95 / SR 9	Broward: 25.3 miles in length
	Palm Beach 45.9 miles in length
	Martin: 25.0 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 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 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 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:
- Single lane up righting of loaded tractor trailers.
 - 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.
- 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 (see Attachment D – Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)).
 - 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, 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 if less than the rate established by the county or FHP.

- 9.10 The Department shall have no involvement with the Vendor's effort to recover costs from the responsible party.
- 9.11 The Vendor shall attend Traffic Incident Management (TIM) meetings to discuss any RISC activations that may have occurred.
- 9.12 The Vendor shall own or lease all equipment required in Attachment C.

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:
1. 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.
 2. Receive instruction, training and if applicable, examination in each of the following specialized recovery wrecker operator services:
 - State recognized Ultra Heavy/Rotator Training Wrecker and Recovery Practices
 - Hazardous Materials Awareness
 - FHWA Strategic Highway Research Program (SHRP) 2 Training
 - Traffic Incident Management Practices including:
 1. Incident Scene Traffic Safety
 2. The Florida "Open Roads" policy
 3. The Florida "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)
 4. Incident Scene Traffic Control in accordance with the Manual of Uniform Traffic Control Devices (MUTCD):

11. AREAS WITH NO AVAILABLE 'RISC' VENDORS

- 11.1 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 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 immediately with the two required recovery wreckers and recovery support vehicles regardless of whether or not the Vendor arrives on the scene within the required 60 minutes provided all travel lanes are open within 90 minutes after the notice to proceed is given by 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.).