EXHIBIT "A"

SCOPE OF SERVICES

FOR

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR

DISTRICTWIDE SEVERE INCIDENT RESPONSE

VEHICLE (SIRV) SERVICES

CONTRACT NUMBER: E4W64-R0

FINANCIAL PROJECT NUMBER (S):

422332-4-82-02; 422332-4-82-03; 422332-5-82-01; 422332-5-82-02; 422332-5-82-03

1. Objective

The Florida Department of Transportation (FDOT) District Four, hereafter referred to as the Department, requires services by a Severe Incident Response Vehicle (SIRV) Services provider, hereafter referred to as the Vendor. The Vendor shall provide Severe Incident Response Vehicle (SIRV) Services for incidents on, but not limited to:

- State Road 9 (SR 9) / Interstate 95 (I-95) in Broward, Palm Beach, Martin, St. Lucie, and Indian River counties.
- State Road 862 (SR 862) / Interstate 595 (I-595) in Broward County.
- State Road 93 (SR 93) / Interstate 75 (I-75) in Broward County.
- SR-25/US 27 in Broward and Palm Beach counties.
- I-95 Express Lanes, and I-75 Express Lanes located in Broward County.
- I-95 Express Lanes located in Palm Beach County.
- Arterial roadways as directed by the Department in Broward and Palm Beach counties.

This contract requires inspections, management, and performance of all components of the SIRV operations as identified herein. In performing the duties under the terms of this contract, the Vendor is, by extension, representing the Department for the areas and assets specified in this contract. Unless otherwise exempt, all activities within the limits of this contract are to be performed by the Vendor. This contract requires the Vendor to determine the work needs, perform the work, and continually produce a quality service that meets the contract performance measures as outlined in Performance Requirements and Measures Performance Requirements and Measures Performance Requirements and Measures

The Department will evaluate the Vendor's performance and quality of work performed, both randomly and systematically.

The Vendor shall be responsible for the SIRV services as described in the Scopes of Services and **Attachment A – Standard Operating Procedures**. These responsibilities shall be carried out through planning, assignment, coordination, inspections, quality control, field operations, reporting, and other forms of administrative management required in optimizing services and support in compliance with terms specified herein.

2. Date of Notice to Begin Work (written Notice to Begin Work)

This date shall be July 27, 2023, and shall be issued in writing by the Department, unless otherwise agreed upon in writing by both parties. Only an earlier date may be agreed upon. The Vendor shall meet all necessary requirements of this contract prior to beginning work. The Vendor shall begin accruing allowable hours after written Notice to Begin Work is issues and as described herein. Vendor shall only invoice the Department for these allowable hours based on the current negotiated contract hourly rate.

3. Definitions of the Terms Used in the Agreement

District Four: Geographical location including Broward, Palm Beach, Martin, St. Lucie, and Indian River Counties.

Department: Florida Department of Transportation (FDOT).

Department's Contract Manager: Individual identified by the Department to manage the project and/or contract.

FHP: Florida Highway Patrol

Vendor: The individual, partnership, corporation, or business entity engaged for hire.

Severe Incident Response Vehicle (SIRV) Operator: An employee of the Vendor duly licensed and trained by the Vendor as a driver operator of Vendor's vehicles.

RISC: Rapid Incident Scene Clearance. A performance-based program that incentivizes quick clearance times for heavy-duty vehicle crashes with spilled loads.

SLERS: Statewide Law Enforcement Radio System. A common communications system for State Law Enforcement, authorized by Florida Legislature for the Department of Management Services.

Level One Incident: Impact to the traveled roadway is estimated to be less than 30 minutes with no lane blockage, or impact to the traveled roadway is estimated to be less than 30 minutes with minor lane blockage.

Level Two Incident: Impact to the traveled roadway is estimated to be more than 30 minutes but less than 2 hours with lane blockages, but not a full closure of the roadway.

Level Three Incident: Impact to the traveled roadway is estimated to be more than 2 hours or the roadway is fully closed in any single direction. Significant area-wide congestion is expected.

Open Roads Policy: The Florida Highway Patrol and the Florida Department of Transportation (FDOT) entered into an agreement--an *Open Roads Policy as shown in Attachment D* - to reopen blocked roadways as quickly as possible following a traffic crash. The *Open Roads Policy*, states that a road shall be cleared or reopened within 90 minutes of the arrival of the first law enforcement officer at the scene of a major traffic crash or other incident that closes lanes of traffic.

General Use Lanes: All lanes which are not express lanes, inclusive of both limited access facilities and toll facilities.

Emergency Roadside Assistance Services: Services provided by the use of vehicle with the intend of relocating disabled vehicles to a safe location off the travel lanes and as further described under Exhibit D – Optional Services.

Express Lanes: A type of managed lane physically separated from a general use lane or general toll lane within a roadway corridor.

4. Services to be Provided by Vendor

4.1Services

The Vendor shall provide SIRV services to assist the Department with adhering to the State of Florida Open Roads Policy by reducing incident durations, increasing scene safety, and improving incident coordination within District Four. Specifically, the SIRV program will include the following services:

- 4.1.1The Vendor shall furnish all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, training, supplies and incidentals necessary to provide the SIRV Services described herein.
- 4.1.2The Vendor shall be responsible for creating the "SIRV Project Management Plan" and submitting it for approval to the Department's Contract Manager, or designee, within 30 days after

issuance of the Date of Execution. The "SIRV Project Management Plan" shall include, but not be limited to, the Vendor's staffing plan, phasing plan, hiring plan, organizational chart, vehicle inspection plan, vehicle maintenance and service plan, etc.

- 4.1.3The Vendor shall be responsible for reviewing the existing Standard Operating Procedures (SOP) for the SIRV operations. The SOP shall establish the knowledge, skills and abilities (KSA) requirements for the SIRV staff. The SOP shall establish guidelines and procedures for the SIRV operations staff responsibilities and to create an atmosphere conducive to achieving teamwork, accuracy, consistency, and professionalism among SIRV staff, Regional Transportation Management Center (RTMC) operations staff, and Road Ranger Service Patrols. At a minimum, the SOP will be reviewed by the Vendor every six (6) months. Comments and edits will be submitted by the Vendor to the Department's Contract Manager for review and approval. This review shall be submitted as part of the progress report for the month that it occurs. The first review of the SOP shall occur within 30 days after issuance of Notice to Begin Work. Then, it shall be conducted every six months.
- 4.1.4The Vendor shall be responsible for creating an incident report document for approval within 30 days after Date of Execution to provide immediate firsthand information on incidents including incident types, fatalities, hazardous spills, etc. to the District Four Regional Transportation Management Center (RTMC). In addition, the Department may require the Vendor to provide this type of information to other government agencies, private companies, or individuals.
- 4.1.5The Fire Department provides the Incident Command Center function only during the period that they are the incident scene "Commanders". Once they have completed their role, there is no clear Incident Command Center. The SIRV shall provide a stable Incident Command Post for responders after the Fire Department has completed their Incident Command role.
- 4.1.6The Vendor shall provide assistance, information, and expertise to the Road Rangers as needed and will provide direction and supervision of Road Rangers during incidents when SIRV is on-scene.
- 4.1.7The Vendor shall respond to all Rapid Incident Scene Clearance (RISC) activations in District Four as directed by the Department. The Vendor's SIRV Operators shall provide critical timestamp notifications to the District Four RTMC. Critical timestamps include arrival time of first wrecker, second wrecker and support vehicle; RISC Notice to Proceed (NTP) time; and all lanes open time. All RISC incidents with a SIRV response will be required to have representation at the After-Action Review (AAR) meetings.
- 4.1.8The Vendor's SIRV Operators shall provide real time/concise information that can be disseminated to the media and public. This information shall be gathered from the Incident Responders directly on estimated duration time of the incident and its severity. This information will be provided to the District Four RTMC on a real time as needed basis, based on changes and requests from the RTMC. SIRV shall not interact directly with the media unless directed/approved by the Department.
- 4.1.9The Vendor shall participate in all the District Four Traffic Incident Management (TIM) meetings as well as the Road Ranger Service Patrol meetings for Broward County, Palm Beach County, and the Treasure Coast. In addition, Vendor shall participate in any TIM meetings with partnering agencies and at the regional and statewide levels, as well as provide assistance, information, and expertise to the TIM teams as needed. The SIRV staff shall conduct incident debriefings to review lessons learned and best practices. These incident debriefings shall be summarized at subsequent Traffic Incident Management (TIM) Team meetings as needed.
- 4.1.10The Vendor shall be available to make presentations on the SIRV program, as necessary, to facilitate awareness of the program and SIRV's role and responsibilities during incidents.

- 4.1.11The Vendor shall maintain a database compatible with FDOT's database or be able to promptly provide a converted file that works with FDOT's database for all incidents that SIRV operator(s) respond to. The database shall include the minimum requirements as described in **Section** 6.11. SIRV Incident Report6.12. SIRV Incident Report The incident reports shall be readily available to the Department's Contract Manager upon request.
- 4.1.12The Vendor shall make resources available for all activities described herein for providing services during a hurricane evacuation or other emergencies or to assist FHP during certain maintenance of traffic requests or as directed by the Department.

5.General Requirements

The Vendor shall provide all services under this agreement. All activities are required to be tracked, meeting minutes produced, and coordination activities documented.

5.1. Current Standards and Subsequent Updates

Perform all work to the current Department's Standards including but not limited to the Standard Plans and Specifications for Roadway and Bridge Construction, applicable bulletins, and document's revisions as part of the Department's periodically updates throughout the contract duration, and any updates, throughout the life of the contract. Inspect, manage, and maintain all equipment, vehicles, and personnel as identified in this scope, and perform work that is consistent with the Department's SIRV practices.

This is a contract in which the Department shall routinely evaluate the Vendor to ensure services provided and related activities are accomplished in compliance with established policies, procedures, contract requirements, and Standard Operating Procedures (SOPs) during SIRV operations. The Vendor shall maintain supporting documentation for all operations and activities and provide documentation to the Department upon request.

The Vendor shall adhere to the latest version of the Department's SOPs provided by the Department.

All work shall be conducted in accordance with the latest editions of the Department Standard Specifications, Standard Plans, Florida Statutes, Florida Administrative Code, and applicable Procedures, including the following:

- a) Topic No. 001-010-015, Tobacco Use Policy
- b) Topic No. 001-010-020, Ethics Policy
- c) Topic No. 001-250-011-j, Violence-Free Workplace Environment
- d) Topic No. 050-020-025-h, Records Management
- e) Topic No. 250-000-010, Driver's Record Requirements
- f) Topic No. 250-013-001, Drug-Free Workplace and Drug Testing
- g) Topic No. 250-055-001-e, Violence-Free Workplace Environment
- h) 112.0455 Florida Statutes (F.S.)
- i) 316.003(1) and 316.072(5) Florida Statutes (F.S.)
- j) Rule 15B-9, Florida Administrative Code (F.A.C.)
- k) Joint Task Force for Law Enforcement Radio System Security Procedure
- I) Florida's Open Roads Policy

5.2.Contract Length

The initial contract term is five (5) years with a renewal option for one or more additional terms with the combined length of all renewal terms not to exceed the length of the original term of the

Contract. Renewals will be made at the sole discretion and option of the Department and must be agreed upon in writing by both parties.

5.3. Transition Plan

The Vendor shall be responsible for developing a **Transition Plan** and submit it for approval to the Department's Contract Manager within 30 days after issuance of Date of Execution. The **Transition Plan** shall detail how the Vendor will work with the current SIRV service provider to ensure a seamless transfer of SIRV services. There won't be overlapping services.

5.4. Project Area

The Vendor shall be responsible for responding to incidents on, but not limited to:

- The entire I-95 corridor in District Four.
- I-595 from I-95 to US-1 and from west of SW 136th Avenue to the I-75/Sawgrass interchange.
- The entire I-75 corridor from the Miami-Dade County line to the Collier County Line.
- Arterial roadways as defined in Attachment B Map of Service Coverage Area.

All the aforementioned areas of responsibility include the response to any and all Express Lanes that fall within the project limits. Project area also refers to all turn around points within District Four that go past the county lines. The Vendor is required to respond to any incident that may occur within the turnaround points. Refer to **Attachment B – Map of Service Coverage Area**.

5.5. Hours of Service

The Vendor shall provide SIRV Operators 24/7 for all incidents that include fatalities, RISC, overturned commercial vehicles, full highway closures, road ranger involved incident, and full ramp closures, or any other incidents as directed by the Department.

SIRV staff shall be on duty to respond to incidents during the weekdays from 6:00 am to 7:00 pm, except for State holidays. SIRV staff shall be on call during the remaining hours in the weekdays, during all weekends, and State holiday hours to respond to off duty incidents.

SIRV staff shall provide coordination between Incident Response Team members in the field as well as operations staff in the District Four RTMC.

At a minimum one (1) SIRV shall be on call in Broward County from 7:00 pm to 6:00 am on all weekdays, all weekends, and all State holidays.

At a minimum one (1) SIRV shall be on call in Palm Beach County from 7:00 pm to 6:00 am on all weekdays, all weekends, and all State holidays.

For I-95 Express Lanes in Broward and Palm Beach counties, at a minimum one (1) SIRV shall be on duty to respond to incidents during the weekdays from 6:00 am to 10:00 pm, except State holidays.

For I-75 Express Lanes in Broward County, at a minimum one (1) SIRV shall be on duty to respond to incidents during the weekdays from 6:00 am to 10:00 pm, except State holidays.

SIRV shall provide services to all express lanes as they become operational.

5.6. Holidays

SIRV staff shall be on call during all weekends and State holidays. The State holidays are:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

5.7. Communications

The Department conducts its official business in English. Consequently, all communication between the SIRV Operators, Road Ranger Operators, and the District Four RTMC Operators shall be conducted in English.

5.7.1 Radio

The Vendor shall utilize the Department's radio communications system currently used by the RTMC. All replacement costs associated with the radio equipment and airtime necessary to communicate with the RTMC Operators shall be the responsibility of the Vendor.

Each SIRV shall be equipped with a two-way radio communication system to enable the operator to communicate with all other Road Ranger Service Patrol (RRSP) vehicles, SIRV, and RTMC. Communication options may include SLERS radios, separate (non-SLERS) radios, or other contracted communication services (e.g., FirstNet, MutuaLink, etc.). The separate (non-SLERS) radio system may be cellular push-to-talk type with an externally mounted antenna and may be separate from the cellular telephone requirements. All radio equipment shall be supplied and maintained by the Department.

5.7.2 Cellular Telephones

SIRV staff shall also be equipped with a cellular smart telephone with the ability to receive texts and emails. The cellular smart telephone shall also be capable of taking photographs of incident scenes for internal incident review.

The Vendor shall be responsible for all the fixed and recurring costs associated with the cellular telephones throughout the term of this contract.

5.8. Patrolling and Staging

SIRV shall patrol or be strategically staged (in proximity to areas with high probability of incident occurrences) along the covered corridors except for the express lanes which shall be patrolled during peak hours defined as 6:00 am to 9:00 am and 4:00 pm to 7:00 pm during weekdays, except State holidays. The following roadways are to be patrolled during these times:

- I-95 express lanes in Broward and Palm Beach counties.
- I-75 express lanes in Broward County.

Patrolling hours shall be monitored via an automatic vehicle location (AVL) system.

5.9.SIRV In-Route Time

SIRV staff will be notified on all lane blocking events by the District Four RTMC and/or the Department.

SIRV Operators shall be dispatched to the incident scene for all Level Three Incidents.

It shall be the Vendor's responsibility to respond to incident scenes promptly as agreed to in an individual request. The table below illustrates the basic requirements for the SIRV response time between the time SIRV is notified and the time SIRV is in-route.

Table 1: General Use Lanes In-Route Requirements

Work Priority	Description	In-Route Time
On Duty	Monday through Friday 6:00 AM – 7:00 PM, except State holidays	5 minutes
On Call	7:00 PM – 6:00 AM Monday – Friday, except State holidays; all hours during the weekends and State holidays	20 minutes

Table 2: Express Lanes In-Route Requirements

Work Priority	Description	In-Route Time
On Duty in patrol areas	Monday through Friday 6:00 AM – 10:00 PM, except State holidays	5 minutes
On Call	10:00 PM – 6:00 AM Monday – Friday, except State holidays; all hours during the weekends and State holidays	20 minutes

The Department reserves the right to enforce payment reductions, in accordance with **Section 10**Performance Requirements and Measures Performance Requirements and Measures.

5.10Automated Vehicle Location (AVL) System

The Vendor shall use an automated vehicle location (AVL) system that is compatible with SunGuide Software® for vehicle location and tracking.

5.11. Physical Facilities

The facility(s) where SIRV units, equipment, and supplies and where SIRV Operators pick up their units to begin or end their shifts shall be in locations that meet all zoning requirements. Vehicles shall be able to be maintained in a secure area to prevent theft of computers and radios owned by the Department. The cost and maintenance of the facility shall be borne by the Vendor. All required supplies shall be stored to meet fire safety code and shall be accessible to drivers to keep their vehicles supplied with the required equipment and supplies.

5.12.Invoicing and Compensation

The Vendor shall submit monthly invoices by the fifteenth (15th) business day of the month. Invoices are to show all applicable deductions.

6.SIRV Staffing

The Vendor shall maintain adequate staffing level of SIRV personnel to carry out the tasks and duties identified in this Scope of Service. The Vendor shall identify at a minimum one full time SIRV Operations Manager, and one full time SIRV Supervisor. All SIRV Operators, including the SIRV Operations Manager and SIRV Supervisor, shall be experienced with traffic incident management.

The Department reserves the right to require removal of any employee from this contract who cannot perform the duties, violates any of the requirements described herein, or becomes a discredit to the Department.

6.1. Vendor's Project Manager

The Vendor shall provide a Project Manager which graduated from an accredited four-year college or university and/or a minimum of five (5) years related traffic incident management experience.

The Vendor's Project Manager shall meet on a weekly basis, or as designated by the Department's Contract Manager, to review and discuss tasks completed during the previous period, task assignments for the current period, and one-month "look ahead" schedule. The Vendor shall document all meetings with meeting minutes after each meeting for review and approval by the Department. The Vendor shall produce any meeting minutes requested by the Department at any given time.

The Vendor's Project Manager shall be responsible for notifying the Department and/or the Department's Contract Manager of all emergencies and problems.

The Vendor's Project Manager shall be available to meet with the Department's Contract Manager at a mutually convenient time for both parties during regular business hours to discuss work requirements prior to the Vendor assuming the responsibilities of this contract. This time spent shall not be billable to the Department.

6.2. SIRV Operations Manager

The SIRV Operations Manager shall be experienced with traffic incident management. This position shall be filled with individuals having previous law enforcement, fire rescue or military background or equivalent incident management expertise. All potential new hires need to receive approval by the Department's Contract Manager before working on this contract.

The Vendor's Project Manager or the SIRV Operations Manager, shall be the contact point for the Department. This person shall be thoroughly knowledgeable and experienced in relation to all aspects of the services required in this Scope of Services.

6.2.1 Requirements

Must have at least five years of experience as a supervisor in a similar job or project. Must be a fully trained SIRV Operator to fulfill operator requirements as needed on the contract.

6.2.2 Duties

Duties for this position include, but are not limited to:

- a) Be in the District Four RTMC facility in Broward County from Monday through Friday variable hours, except during the holidays and/or on approved leave. Saturday and Sunday as needed.
- b) Be available 24 hours a day, 7 days a week and 365 days a year via cellphone, except during approved leave.
- c) Supervise the day-to-day operations of the project.
- d) Oversee the hiring process of staff to fulfill the requirements of this contract.
- e) Oversee the training process of all new hires.
- f) Be responsible to cover duties of SIRV Supervisor when SIRV Supervisor is on approved leave.
- g) Attend weekly SIRV contract meetings and other meetings, as directed by the Department.
- h) Make presentations to partnering agencies as part of the outreach efforts on this contract.
- Be responsible for the Quality Assurance/Quality Control (QA/QC) process for all SIRV reports that are generated.
- i) Review Supervisors' scheduling of SIRV Operators' shifts.
- k) Be responsible for overseeing the stocking of supplies and all logistics associated with supplying the vehicles.
- Be responsible for coming up with and maintaining a complaint resolution process for any complaints that are reported to SIRV, Department's Contract Manager, and the Department.
- m) Develop and update Standard Operating Procedures (SOP) as it pertains to this contract.
- n) Develop Action Plans for incident response.
- o) Oversee Emergency Operations as it relates to this contract scope.
- p) Oversee all fleet management on this contract.
- q) Prepare administrative reports as requested by the Department.
- r) Inspect all personnel and vehicle fleet on a monthly basis and record findings in the vehicle inspection report.
- s) Conduct research on Transportation Incident Management information and make recommendations.
- t) Work to develop Arterial Management Program (AMP) Incident Management plans as directed by the Department's Contract Manager.
- u) Attend local, state, and other Transportation related meetings as directed by the Department.
- v) Manage the continuing education and training of all SIRV personnel and ensure they are up to industry standards as it relates to this contract.
- w) Conduct any and all other tasks assigned or directed by the Department's Contract Manager.

6.3. SIRV Supervisor

The SIRV Supervisor shall be experienced with traffic incident management. This position shall be filled with individuals having previous law enforcement or fire rescue background or equivalent incident management expertise. All potential new hires need to receive approval by the Department's Contract Manager before working on this contract.

6.3.1 Requirements

The Vendor shall provide a SIRV Supervisor that:

a) Has at least four (4) years' experience as a SIRV Operator on a similar project.

6.3.2 Duties

The Express Lanes Supervisor will, at a minimum:

- a) Be in the district RTMC facility in Broward County from Monday through Friday variable hours, except during the holidays and/or on approved leave. Saturday and Sunday as needed.
- a) When SIRV Operator Manager is on leave, SIRV Supervisor shall be available 24 hours a day, 7 days a week via cellphone.
- b) Be responsible for scheduling coverage for the Express Lanes.
- c) Provide training for the Express Lanes.
- d) Coordinate vehicle maintenance.
- e) Review reports.
- f) Perform inspections of the vehicles.
- g) Order and maintain supplies for each vehicle.
- h) Attend meetings.
- i) Fill in as an Express Lanes Operator when needed.

6.4. SIRV Operators

The SIRV Operators shall be experienced with traffic incident management. This position shall be filled with individuals having previous military, law enforcement or fire rescue background or equivalent incident management expertise, such as but not limited to four (2) years' experience as a Road Ranger Patrol Supervisor. All potential new hires need to receive approval by the Department's Contract Manager before working on this contract.

6.4.1 Requirements

The Vendor shall provide resumes of the proposed SIRV Operators and all new hires along with copies of Driver's Licenses, Drug testing and criminal background check results for approval by the Department prior to assigning Operators to SIRV Vehicles.

The Vendor shall be responsible for ensuring that the SIRV General Use Operators and SIRV Express Lanes are trained and qualified prior to the start of their service with, but not limited to, the following certifications and/or licenses:

- NIMS Incident Command System 100.
- Advanced Maintenance of Traffic (MOT).
- Incident Documentation and report writing.
- Emergency Vehicle Operation Certification (EVOC).
- First Responder.
- Basic Haz-Mat.
- FHWA SHRP2 TIM Responder Training.

6.4.2 Duties

Refer to Attachment A – Standard Operating Procedures.

6.5. Minimum SIRV Operator Salaries

The vendor shall employ qualified SIRV Operators at a minimum hourly rate of \$32.00 for the duration of the contract. At the discretion of the Department, proof of compliance shall be made available for review by the Department via the Vendor's payroll register, employee's payroll checks, etc.

6.6. SIRV Staff Location

The SIRV Operations Manager and SIRV Supervisor shall be located at the District Four's Regional Transportation Management Center (RTMC), located at 2300 West Commercial Blvd, Fort Lauderdale, Florida 33309, or any other locations in District Four designated by the Department.

The Vendor shall also supply additional skilled staff from Vendor's local office, as requested by Department, to respond to all requirements of this contract at all times during the term of contract. The Department will provide the SIRV staff with one office space (about 200 sq-ft) at the RTMC or any other locations designated by the Department in District Four at no cost to the Vendor.

6.7. Statewide Law Enforcement Radio System (SLERS) Background Check

District Four utilizes the Statewide Law Enforcement Radio System (SLERS) in the RTMC control room. This makes it necessary for all staff with access to the control room to obtain Join Task Force (JTF) Security Clearance.

The application package shall consist of five forms:

6.7.1JTF Authorization Release of Information (1b)

6.7.2JTF Security Clearance Application (1c)

6.7.3Security Level Request

6.7.4Non-disclosure Agreement

6.7.5 Electronic Fingerprint Confirmation Form

When completed, all forms must be submitted to the Department's Contract Manager or designee to be forwarded to the JTF Security Manager for review.

Security Clearance Denial Reasons:

- The applicant has been convicted of a felony offense.
- The applicant is currently on probation for any offense or has charges pending (felony or misdemeanor).
- The applicant has been convicted of a misdemeanor offense involving any type of theft, violence or drug offenses within the past three years.
- The applicant has been convicted of a crime involving domestic violence or currently has a restraining order involving domestic violence or threats.
- The applicant has been arrested for any charge involving resisting arrest, battery or assault on a law enforcement officer.
- The applicant is wanted for any criminal offense.
- The applicant is illegally residing in or is not approved to work in the United States.
- The identification of adverse intelligence information regarding the applicant.
- At the discretion of the Security Manager, based on any other adverse information regarding the applicant.

The JTF Security Clearance process includes National Crime Information Center (NCIC) and Florida Crime Information Center (FCIC) checks as well as Interpol (if applicable). The process need only be completed one time as the JTF security manager is notified of subsequent 'hits' to the record of cleared staff and will immediately notify the Department that clearance has been revoked.

6.8. SIRV Operator Uniforms

All SIRV Operators shall be outfitted with the following approved SIRV uniform and gear. All uniforms and gear must be replaced when signs of damage, wear and tear, or unrepairable items can't be fixed. Refer to **Attachment C – Sample SIRV Uniform**.

- a) Grey short sleeve button down uniform shirt
- b) Grey long sleeve button down uniform shirt
- c) Navy blue dress slacks (Min. 1 pair)
- d) Navy blue Battle Dress Uniform (BDU) pants

- e) Black steel tow boots
- f) Navy Blue ball cap with FDOT letters at 1 1 / $_{2}$ inches in size on the front g) Black Belt
- h) Black Socks
- i) Black uniform dress shoes
- j) Class III ANSI approved Lime Green Winter Coat or Bomber Jacket
- k) Class III ANSI approved Lime Green Rain Suit
- I) Class III ANSI approved Lime Green Safety Vest (FDOT INCIDENT COMMANDER on back)
- m) Rain Boots
- n) Work gloves

6.9. SIRV Operator Conduct and Grooming

The SIRV Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department. In general, operators will:

- a) Wear clean FDOT approved uniforms.
- b) Be well groomed.
- c) Be always courteous.

6.10. Safety Rules and General Regulations

SIRV Operators shall adhere to the following safety rules and general regulations as follows:

- a) Wear a Class III lime green safety vest with reflective striping with FDOT INCIDENT COMMANDER at all times while outside of the service vehicle at an incident scene.
- b) Keep all communications radios and monitors 'on' and the volume 'up.'
- c) Obey all traffic laws.
- d) Exercise caution and safety at all times.
- e) Not accept payment for any type of service rendered.
- f) Contact the Department when appropriate.
- g) Not carry firearms or other weapons either on their persons or in the SIRV.
- h) Use flashing light bars in conformance with the Florida Motor Vehicle Code and per SOP.

All damage done to any Department's property or motorists' property or repairs as a result of damage done to the Department's or motorists' property, on and off duty of this contract will be at the Vendor's expense.

6.11. SIRV Incident Report

SIRV Operators shall maintain a "Severe Incident Response Vehicle Team Incident Report" which shall be completed and submitted in the SIRV Mobile app. The incident Report shall reflect, but not be limited to, the following data:

- a) The month, day, and year.
- b) SIRV Operator name.
- c) The time when the SIRV Operator was notified of a given incident.
- d) The time SIRV starts in-route to the incident scene.
- e) The time of arrival of the SIRV at a given incident.
- f) The time of departure of the SIRV Vehicle from the scene of a given incident.
- g) Lane Closure time, by each lane.
- h) Lane Open time, by each lane.
- i) The nature of each incident, such as debris removal, stalled vehicle, crash, etc.

- j) Incident duration reduction time in minutes and why.
- k) Lane closure reduction time in minutes and why. The time reduction shall include reductions per lane, number of lanes, and total minutes.
- I) Agency time saving in minutes and why and list the name of each agency benefited and time savings.
- m) List the equipment and quantity used by SIRV.
- n) Where applicable, the following information regarding on scene contacts shall be recorded:
 - i. FHP incident commander
 - ii. FHP incident Case Number
 - iii. Investigation Trooper
 - iv. Number of troopers on scene
 - v. Duties of troopers
 - vi. Other law enforcement assistance
 - vii. Fire Rescue
 - viii. Road Rangers
 - ix. Medical Examiner's Office
 - x. Tow Company
 - xi. Environmental clean-up agency
 - xii. Maintenance
 - xiii. Other Pertinent Information or comments.

7. SIRV Unit Requirements

7.1.SIRV Unit Required

It is the Vendor's responsibility to ensure proper staffing and to provide the necessary number of vehicles to perform all duties within this contract throughout the duration of the contract.

A minimum of four (4) SIRV units shall be operational and be fully compliant with the requirements specified herein at the time of Notice to Begin Work.

If a fixed number of vehicles is presented in the technical proposal, within twelve (12) calendar months after Notice to Begin Work, 100% of the total number of vehicles presented in the technical proposal as part of the SIRV unit shall be operational and be fully compliant with the requirements specified herein.

Should a SIRV unit become permanently inoperable for any reason or should the SIRV contract be terminated for any reason, the SIRV unit shall have all logos referencing this contract permanently removed before being junked, sold, or placed in private service.

All SIRV units shall be capable of carrying the equipment specified in this contract.

7.2. Minimum SIRV Unit Specifications

The Vendor shall furnish and maintain all SIRV units required to provide the services described herein. SIRV units shall be new or not have more than 500 miles when first placed into service. The RRSP vehicle manufacturer and model shall be at the discretion of the Vendor. The vehicles furnished under this contract shall meet the requirements herein unless otherwise specified. Window tinting is allowed on all vehicles used for SIRV services up to the state's legal limit. All SIRV units shall only provide the services described in this scope and are restricted to Department official use only. SIRV unit shall not be used for personal business. The Vendor may, with Department's approval, use SIRV units at Department TIM awareness and outreach special events.

Vehicle shall be at least a one ton or higher rated truck such as a Ford F350 Truck cab and chassis, or equivalent, that is able to mount an eleven (11) foot long standard utility service body with a Exhibit A Scope of Services / Page A-14

canopy roof at least 72" high that can carry all equipment stated in this Scope of Services. The truck shall be at least a one (1) ton chassis with dual rear wheels. In addition, the following requirements shall be met:

- a) Cab shall have a front push bumper with rubber pad.
- b) Truck body shall have roll up doors.
- c) The utility service body (box) shall not have any rear windows on the doors of any kind.
- d) Vehicle shall include a roof mounted amber LED or Strobe Light Bar. Red lights are permitted on the rear of the utility service body (box).
- e) Two (2) 12-volt minimum 150-watt high intensity discharge (HID) work lights on extendable poles mounted on the box body.
- f) Vehicle box shall be equipped with eight (8) corner LED or strobe light system mounted at the top of the box on the front right, left, and rear sides of the box.
- g) Vehicle box shall be equipped with two (2) work lights at each of the following locations: on the upper-right, upper-left, and upper-rear sides of the box.
- h) Emergency lighting in the grill of each truck.
- i) The truck shall include the front and rear battery plugs with jumper cables, minimum 25 feet long.
- j) The truck shall include two (2) fire extinguishers mounted in the service body, dry chemical ABC type, and 20 lb. each.
- k) The truck shall be equipped with at least a standard siren system.
- I) Department approved/Approved Product List (APL) multi-function automatic Arrow Board mounted on the top rear of the service body. Arrow Board shall be Type B or larger.
- m) The truck shall be equipped with an external speaker and public address (PA) system with one hundred watts' output. The PA system shall only be used while assisting a motorist or as directed by the Department. The Vendor is expected to use PA system in a professional manner; no profane language shall be used.

The Vendor shall make available, upon request, data elements from the Society of Automotive Engineers (SAE) J2735 without exception. The Department will be responsible for the installation of the on-board unit (OBU) hardware before the execution of the contract or at any point in the future. The Vendor shall make reasonable accommodation for the availability of vehicles for the installation of the OBU. The Vendor shall accommodate the Department's need to install Security Credential Management System (SCMS) systems on the deployed OBUs to ensure secure operation. The Vendor shall ensure that the deployed roadside units (RSU) are operating and if maintenance is required, the Vendor shall coordinate with the Department's assigned point of contact. If the deployed OBUs need hardware or software update, the Vendor shall make the vehicles available to the Department's assigned entity within Florida. The Vendor shall work with the vehicle manufacturer to make available telematics data to the Department through a real-time data feed, if available, from the manufacturer. The Vendor will assume all costs associated with making this service available up to \$100 per year per vehicle.

All vehicles shall be equipped with a third-party responder alert system. The Vendor shall work with the Department to use responder alert services to push advance warning alerts to roadway dynamic message signs (DMS), FL511, third-party navigation and mapping service providers when SIRV vehicle emergency lights are activated. Any third-party responder alert service used by the Vendor shall be compatible with the applications and systems used by the Department.

7.3. Maintenance of SIRV Units

All Maintenance of SIRV Vehicles shall be part of the bid amount. The Vendor shall perform all necessary SIRV unit maintenance required to maintain the fleet in optimal operating condition. The vehicles shall be kept neat and clean and shall be maintained in conformance with the requirements of the Motor Vehicle Code, applicable Florida Statutes, Rules of the Department of Highway Safety and Motor Vehicles and Broward County Ordinances.

7.4.SIRV Vehicle Inspections

The Vendor shall be responsible for creating the vehicle inspection checklist form as part of the Project Management Plan and submit it for approval to the Department's Contract Manager within 30 days after Date of Execution.

Prior to the beginning of each shift, the SIRV Operator(s) shall inspect each service vehicle and its associated equipment, accessories, and parts to ensure they meet all specifications and requirements contained herein. The SIRV Operator shall record the results on the vehicle inspection checklist form.

The Vendor will fully document all inspections and provide copies to the Department upon request.

All SIRV unit and their associated equipment, accessories and parts shall be subject to periodic inspection by the Department for unsafe or poorly maintained vehicles, or for improperly equipped vehicles. At its sole discretion, the Department may order such vehicle(s) removed from service and replaced at no cost to the Department.

The Vendor shall replace vehicle(s) removed from service within thirty (30) minutes of receiving notification to do so from the Department.

7.5.SIRV Unit Markings, Logo, and Color Requirements

All SIRV units shall be painted white.

All SIRV units shall only have the identification markings listed below on areas designated by the Department:

- a) 16-inch by 14-inch FDOT Severe Incident Response Team logo applied to both doors and the rear.
- b) The letters "FDOT SEVERE INCIDENT RESPONSE VEHICLE" on left, right and back sides of the service body.
- c) Truck numbers identifying each vehicle in the fleet. Truck numbers shall be visible from the right, left, and rear of the vehicles.
- d) All SIRV unit in the fleet shall have lime green and red chevron striping on the rear of the box.
- e) The Department's approval shall be required for the design of all identification markings.
- f) All identification markings shall be maintained in a clean and readable condition throughout this contract. All identification markings that become unreadable or faded, shall be replaced immediately upon discovery.

7.6 SIRV Unit Supplies (Tools/Accessories/Parts) Requirements

Each SIRV unit shall be equipped with a tablet or laptop computer with a vehicle mount and power supply.

Each SIRV unit shall, at a minimum, have the following supplies (tools, accessories, and parts). The Vendor is responsible to replenish all the tools, accessories, and parts during the duration of this contract.

- a) Flashlights (20,000 candlelight power), cordless and rechargeable.
- b) Asphalt Tamper (1 each).
- c) One (1) Fuel Pump manual.
- d) Seven (7) Boxes of Flares (36 per box) burn time 30 minutes
- e) Electronic Flares.

- f) Fifteen (15) Bags of Oil Dry.
- g) Two (2) Cases of bottled water.h) Two (2) 5-gallon buckets of Portland Cement.
- i) Asphalt Patch (2 bags).
- j) Large Trash Bags (1 box).
- k) Roll-up Sign with INCIDENT SCENE AHEAD (Fold & Go).
- I) Twin Flex Sign Stand.
- m) First Aid Kit (1 Each).
- n) Jumper Cables (1 each).
- o) Pry Bar (1 each).
- p) Shovels, regular flat (1 each).
- q) Shovels, large flat (1 each).
- r) Shovels, round (1 each).
- s) Caution Tape (1 each).
- t) Brooms 1 heavy duty, 1 soft bristle, 1 straw, and 1 medium duty.
- u) Battery Cable Cutter (1 each).
- v) Bolt Cutter (1 each).
- w) Wheel Chock (2).
- x) Two (2) gallons of Household bleach (with container).
- y) Bleach Sprayer.
- z) Hand Cleaning supplies (1 each).
- aa) Vehicle Toolbox containing following items:
 - i. Screwdrivers:
 - 1. Standard 1/8, 3/16, 1/4, 5/16 (1 each)
 - 2. Phillips head #1 and #2 (1 each)
 - ii. Star Driver (1 set)
 - iii. Needle nose pliers (1 pair)
 - iv. Adjustable rib joint pliers, two-inch minimum capacity (1 pair)
- bb) Traffic Safety Cones 36" FDOT approved (100 each).
- cc) 5-gallon fuel metal containers (2 each).
- dd) Paper towels.
- ee) Box of rubber gloves.
- ff) Epoxy Patch Wet Quantity 3.
- gg) Putty Patch Quantity 1.
- hh) One (1) can of Spray Paint Orange.
- ii) Tire Pressure Gauge.
- jj) Tire Depth Gauge.
- kk) Box of dust masks.
- II) Two (2) 20 lb. Fire Extinguishers.
- mm) Hand cart with solid rubber wheels.
- nn) Three containment pools 20 gallons, 100 gallons, and 150 gallon all with carry case.
- oo) Two (2) 5-gallon buckets of clay absorbent.
- pp) Six (6) Spill socks.
- qq) Ten (10) Small spill pillows.
- rr) One (1) box of spill pads.
- ss) Cooler (large enough to fit 24 bottles of water).
- tt) One (1) can of insect repellant.
- uu) Shop rags.
- vv) Wire Cutting pliers (1 pair).
- ww)Adjustable wrench.
- xx) Five (5) pound hammer (1 each).
- yy) Rubber mallet (1 each).
- zz) Duct tape (20 yards).

8.Meetings

The Vendor's management team shall attend Traffic Incident Management (TIM) Team meetings at a Department designated location within the District. Vendor's management and/or supervisory personnel shall participate in meeting discussion by providing SIRV and TIM insights/information/expertise as required.

The Vendor's Project Manager shall attend progress meetings with the Department's Contract Manager or designee throughout the term of the contract on a weekly basis as agreed upon by the Department and Vendor to discuss contractor performance including evaluation of services performed and compliance to personnel, vehicle, service, and operational requirements specified herein.

At the Department's request, the Vendor shall participate in other meetings including but not limited to After Action Reviews (AARs), hurricane preparedness and other operations meetings, as deemed necessary by the Department's Contract Manager.

9. Emergency Management

The Department categorizes Emergency Management into two classifications: "Governor Declared Emergencies" and "Other Emergencies". For Governor Declared Emergencies, perform pre-event preparation and provide initial response post-event to protect the traveling public from grievous hazards created by the incident/event. For Other Emergencies, perform all aspects of responding to the incident/event, including pre-event preparation, post-event initial response, and post-event cleanup and repair. For both classifications of Emergency Management, perform the following three (3) activities in preparation for hurricane season each year and before every foreseeable Emergency Management incident/event:

- a) Contact vendors and subcontractors to verify quantity, availability, and priority of appropriate equipment and personnel. Develop a complete up-to-date list of equipment resources and staging locations and of all stockpiled materials and their locations.
- b) Secure and lockdown all structures and facilities covered under this contract, if applicable.
- c) In preparation for high winds, rains, and other impending elements, secure all existing worksites associated with this contract, if applicable.

The Vendor shall make resources available for all services described herein for providing services during a hurricane evacuation or other emergency situations to assist with traffic maintenance requests as directed by the Department. Responsibilities include keeping the evacuation routes clear of debris or disabled vehicles and keeping all lanes open, including emergency lanes. SIRV shall remain in operation during hurricane evacuations until sustained wind speeds reach 35 miles per hour (mph) and/or the Department/FHP determines it to be unsafe for vehicles to remain on the roadways. Contact the RTMC for authorization prior to discontinuing services. SIRV shall resume operations when FHP redeploys, unless otherwise approved by the Department. Provide on-going training as needed or as requested by the Department.

During these situations, the Department may require Vendor's vehicles to be staged at the Vendor's owned/leased locations. The Vendor and the Department, in agreement, may expand designated SIRV coverage areas (including providing additional SIRV operators and units) and/or hours of operation, assistance, and support. Before, during, and after hurricane evacuations or unusual emergencies/incidents, Vendor may be requested to provide SIRV operators and/or SIRV units to assist other Districts, TIM Programs, etc.

Vendor must comply with all Department Plans and Standards and with all Federal, State, and Local laws and regulations concerning evacuation routes and the handling and disposal of hazardous waste.

10.Performance Requirements and Measures

Inspect, manage, and consistently maintain all services within the project limits as identified in this scope; throughout the term of this contract in accordance with meeting the performance measures established in all contract documents.

The Department will evaluate Vendor performance using performance measures outlined in <u>Table</u> <u>3Table 3</u> and performing audits, and the Department, at the Department's discretion, may assess monetary deductions each month from the total monthly compensation.

When deficiencies are indicated in a performance audit, the Vendor shall immediately implement remedial action to eliminate the deficiencies. The Vendor shall notify the Department that noncompliance deficiencies or infractions have been addressed.

The Vendor will be held accountable for any enhanced or higher standard presented by the Contractor in its Technical Proposal with respect to the deductions in <u>Table 3</u>Table 3. The enhanced or higher standard becomes the new performance standard for the contract.

All deductions withheld from the Vendor will be reflected in the monthly invoice after the occurrences took place.

The Vendor will provide notification to the Department when noncompliance deficiencies have been addressed.

The Vendor and the Department agree that the Department reserves the right to require the Vendor to remove an SIRV operator or supervisor for infractions, when the operator or supervisor has demonstrated that they cannot perform the duties, or upon evidence that the operator or supervisor has become a discredit to the Department.

Table 3: SIRV Deductions

Deficiency Identification	Time Allowed/Criteria	Deduction
Failure to provide monthly invoice to Department Contract Manager by the twentieth (20 th) business day of the following month.	Upon Discovery	\$500 per business day late after 20 th business day of the following month
Tampering with, removing, disengaging, or disabling AVL components or radio/video component system while patrolling per approved schedule.	Upon Discovery	\$500 per vehicle per day
Tampering with, removing, disengaging, or disabling radio system while on duty.	Upon Discovery	\$500 per occurrence
Failure to return Identification Card to the Department within five (5) business days upon employee termination.	From time of notification	\$100 per occurrence per business day after the fifth (5 th) business day

Deficiency Identification	Time Allowed/Criteria	Deduction
SIRV Operator under the influence of alcohol or any controlled substance or drug, even if prescribed by a physician while on duty.	Upon Discovery	\$10,000 per occurrence per operator
SIRV operator sleeping on duty.	Upon Discovery	\$1,000 per occurrence
Failure to replace radio and/or communication device within sixty (60) minutes from the time of the breakdown of the equipment	Upon Discovery	\$100 per occurrence
Missing equipment or expendables per vehicle	Upon Inspection/Discovery	\$500 per occurrence
Improper SIRV operator uniforms	Upon Inspection/Discovery	\$100 per occurrence
Use of SIRV unit for personal use	Upon Discovery	\$5,000 per occurrence
Insufficient Vendor representation at required Department meetings per Section 8.	Upon Discovery	\$200 per occurrence
Upon Department request, failure to submit any documents the Vendor is required to maintain	Submit document by the end of the fifth (5 th) business day following the day of the Department's request	\$250 per business day late after the fifth (5 th) business day of request
Violation of any Department procedure, policies, guides, or other contract document, excluding Technical Proposal.	Immediately upon discovery of violation that is not otherwise addressed in this table	\$1,000 per occurrence of violation
Deviating from any promises, guarantees, statements, claims, or other assurances made within the Vendor's original Technical Proposal.	Immediately upon discovery of deviation that is not otherwise addressed in this table	\$5,000 per occurrence of deviation
SIRV unit/operator unavailable for incident response	Upon Discovery	\$100 per occurrence, \$100 per vehicle, and \$500 per hour
SIRV operator failing to respond to any incident having more than 120 minutes roadway clearance time if dispatched by RTMC.	Upon Discovery	\$2,500 per incident
Not meeting the On-Call In-Route times as per Section 5.9.	Upon Discovery/Audit	\$1,000 per incident

11. Vendor Requirements

The Vendor shall notify the Department prior to any change in company ownership or corporate structure. The Department reserves the right to terminate the contract should there be any changes in the company ownership or corporate structure.

Workers' compensation and employer's liability insurance, as required by State statute, and as otherwise required by this Agreement.

The Vendor is responsible for any injury to persons(s) or damage to property(ies) that may occur in performing any of the contractual services being performed/provided by the Vendor under this Department Responsibilities

The Department will provide non-revenue toll transponders for each SIRV unit.

12.Attachments

Attachments A thru F, listed below, are incorporated into this Contract.

- Attachment A District Four Severe Incident Response Vehicle (SIRV) Service Standard Operating Procedures
- Attachment B Coverage Maps for District 4 Severe Incident Response Vehicle (SIRV) Service
- Attachment C Sample Uniforms for District 4 Severe Incident Response Vehicle (SIRV) Service
- Attachment D Open Roads Policy
- Attachment E Vehicle Logos
- Attachment F EAV Service Log

13. Payment Schedule

Vendor shall be paid hourly according to the Exhibit B Method of Compensation, Exhibit C Price Proposal.