

EXHIBIT "D"
OPTIONAL SCOPE OF SERVICES
FOR
FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
DISTRICTWIDE SEVERE INCIDENT RESPONSE
VEHICLE (SIRV) SERVICES

1. DESCRIPTION

Besides providing the service described under EXHIBIT "A", The Vendor shall indicate in its technical proposal its ability to provide the following services for Emergency Roadside Assistance Services (ERAS) during evacuation events or other events as needed.

Emergency Roadside Assistance Services must be provided in this order of priority:

1. Safely push, or pull, all disabled vehicles from the travel lanes and shoulders so that the disabled vehicles are not obstacles or hazards to the safe flow of traffic.
2. After relocating disabled vehicles to a safe location on the side of the road, perform minor diagnostic service and repair of disabled vehicles to get the disabled vehicle moving again.
3. If disabled vehicles cannot be re-mobilized within 15 minutes of initiating minor diagnostic service and repair, transport motorists to a commercial establishment at the next/nearest interstate exit.

The Vendor shall provide Emergency Roadside Assistance Services for the Interstate 95 (I-95) from Mile Marker 86 (Exit 87, SR 706) to Mile Marker 156 (Exit 156, Fellsmere Road) and Interstate I-75 Northbound and Southbound corridor from Mile Marker 20 to Mile Marker 52 when requested by the Department.

No quantities are guaranteed and there will be no unit cost adjustment for quantities required over or under the estimated quantities.

Vendor shall provide all personnel, labor, supervision, expertise, vehicles, equipment, materials, parts, licenses, certifications, supplies and incidentals necessary to complete the services described herein. All services performed under this Contract shall be conducted in accordance with all applicable federal, state, and local laws.

Perform all Emergency Roadside Assistance Services under this Contract in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and any Specifications detailed in this scope and Standard Plans.

The Vendor shall have ready at the time of Notice to Begin Work a minimum of two (2) Emergency Assistance Vehicles (EAV's), and a minimum of four (4) Emergency Assistance Vehicles (EAV's) at the beginning of the 2024 hurricane season (June 1st). These vehicles must be available for the EVA specific purpose only during the hurricane season and be ready for mobilization once a Letter of Authorization (LOA) is issued by the Department. All vehicles deployed as part of this Contract must be maintained until officially released by the Department.

The Department, at its sole discretion and at any time, may elect to perform services with in-house forces or additional contract forces.

The Vendor is required to perform, with its own organization, work amounting to not less than 30% of each LOA.

If required by the Department and before the beginning of work, within five days after receipt of the initial LOA or subsequent LOAs pursuant to this Contract and at all times during the term hereof, including renewals and extensions, the Vendor shall furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond in a sum at least equal to the total amount of the LOAs. Execute such Contract Bond on Department Form 375-020-27. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida,

meeting all of the requirements of the laws of Florida and the regulations of the Department and having the Department's approval. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number is clearly stated on the Contract Bond form. The Vendor may choose to furnish separate Contract Bonds for each LOA.

Submit a completed Contractor's Affidavit and Surety Consent (Form 21-A) (Department Form Number 700-050-21) for each Contract Bond to the Department within 90 days of the end of the Task Work Order(s) associated to the Contract Bond. Failure to submit this form or forms may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, F.A.C., and the Contractor/ Vendor will be prohibited from bidding, subcontracting, or acting as a material supplier on any Department contracts.

1.1. Letter of Authorization (LOA)

The Department will authorize Vendor services on an as-needed basis by issuing one or more Letter of Authorization. For each Letter of Authorization, the Department will prepare an estimate of work and price based on the rates established in the Price Proposal and establish the maximum amount of compensation that can be paid for each LOA. Final compensation for each LOA must not exceed the maximum amount of compensation established on the LOA. Do not perform work related to a LOA that will exceed the maximum amount of compensation. Roadside Assistance Services to be provided must be initiated and completed by the Vendor within the terms of the Contract and the LOAs issued as directed by the Department.

The Vendor may not perform any work off the state road system until the Department authorizes the work and coordinates with the appropriate jurisdiction(s).

1.2. Media Interaction

All inquiries by a member of the media or any elected official shall be directed to the Department's Communication's Office. The Vendor shall disseminate this requirement to all employees and sub-contractors on the Contract.

1.3. Definitions

Disabled Vehicle. Any vehicle, as vehicle is defined in s. 316.003(97), F.S., which is not operable under its own motive power.

District Emergency Operations Center (EOC). A building or room located within the District where emergency response command operations occur.

Emergency Assistance Vehicle (EAV). A properly equipped truck capable of pulling, or pushing Disabled Vehicles and storing and transporting supplies and equipment to perform Emergency Roadside Assistance Services and transporting a minimum of two (2) motorists. When this term is used in this Contract, it may refer to the actual vehicle or any of the operators or personnel associated with the vehicle.

Emergency Roadside Assistance Services. Performing the following in accordance with the conditions set forth in this Agreement: push, pull, or tow the disabled vehicles to a safe location on the side of the road and off of the travel lanes; provide fuel, change tires, and perform other minor vehicle repairs to restore the disabled vehicle for travel; and, if a disabled vehicle cannot be re-mobilized within 15 minutes of initiating minor diagnostic service and repair, transport motorists to a commercial establishment at the next/nearest Interstate exit.

Event Duration. The total number of hours EAVs are operating during an event, which begins at the time that the EAVs are required to arrive at their staging locations and ends when the Department directs services to be discontinued. An estimated Event Duration is calculated for each Letter of Authorization, and reconciliated/adjusted at the end of services for each LOA.

FHP. The Florida Highway Patrol. FHP may be contacted for assistance when needed.

Law Enforcement Officer (LEO). A sworn officer with a vehicle that may be staged at defined locations or patrolling along the service corridor. LEOs may be contacted for assistance when needed.

Motorist. The occupant(s) of a disabled vehicle.

EAV Response Time. The amount of time it between the EAV is notified or becomes aware and the time the EAV arrives to the event, to provide assistance.

Road Ranger. An individual or unit contracted with the Department that patrols specifically defined locations on Florida's State Highway System to aid in incident response, quick clearance, safety of the traveling public, and provision of assistance to any Motorist in need.

Emergency Shoulder Use (ESU) Plans. A set of plans developed by the Department that shows the start and end points of ESU, the staging locations of LEOs, and possible staging locations of EAVs. The ESU Plans are for reference only and are subject to change.

Regional Transportation Management Center (RTMC). The location within the District where traffic is monitored via Intelligent Transportation Systems (ITS) and traffic cameras. The RTMC has the ability to contact and relay messages to FHP, LEOs, Department personnel, and other emergency responders. When direct communication with any of these entities is difficult or impractical during emergency events and evacuations, the RTMC should be contacted when assistance is needed from these entities.

2. SERVICES TO BE PROVIDED BY THE VENDOR

2.1. Field Operations and Administrative Duties

Provide all equipment, labor and materials necessary to perform the following listed services in accordance with all applicable federal, state and local rules, regulations, and laws.

- A. Within 90 days of issuance of Date of Execution, provide initial staging locations of EAVs vehicles that will be provided when mobilization is complete, and services are to begin.
- B. Attend planning meetings and submit reports as requested by the Department.
- C. Upon Department issuance of a Letter of Authorization to activate services, deploy EAVs and arrive at initial staging locations by the Department designated date and time. The Department will pay for one mobilization, per the Price Proposal, each time a LOA is issued and EAVs arrive at the initial staging location(s).
- D. Perform Emergency Roadside Assistance Services under the supervision of a superintendent. During operations and depending upon the situation, the Department will require the superintendent to either:
 - a. Be physically located at the EOC or other Department-designated location; or
 - b. Be available immediately via phone and capable of reporting in person to a Department designated location within forty-five (45) minutes of notification to correct any issues that may arise; or
 - c. Report status of operations and utilization of EAV services at interval times, as determined by the Department, during the Event Duration to a Department designated representative.

- E. Provide instantaneous and reliable communication between the superintendent, EAVs, , the Department, LEOs, and FHP either directly or via the RTMC. Coordinate with LEOs, FHP, the Department, and other state agencies. In some cases, other Emergency Roadside Assistance Service contractors, Road Rangers, other contracted personnel, and Department personnel may be present and performing similar tasks to those tasks required by this Contract within the same geographic areas. Presence of any of these other entities does not alleviate any of the duties and responsibilities of this Contract; coordinate with these other entities as appropriate so that Emergency Roadside Assistance Services are performed effectively.
- F. In addition to other forms of reliable communications, equip each EAV with a smartphone capable of accessing the internet; running emergency, mapping, and traffic applications; e-mailing; and making/receiving phone calls.
- G. Maintain and keep in operation and on stand-by, the number of EAVs, and personnel to meet the Response Time requirements for each Disabled Vehicle and provide non-stop Emergency Roadside Assistance Services 24 hours per day, 7 days per week until released by the Department at the end of the Event Duration. The Event Duration will be determined by the Department, depending upon the severity of the event as it unfolds. While assisting one Disabled Vehicle, other Disabled Vehicles may simultaneously need assistance, especially when traffic is heavy and moving slowly; thus, EAV coordination and rapid mobilization of additional EAVs will be required to meet Response Time requirements.
- H. EAVs must move (push, or pull) Disabled Vehicles, with the least delay practicable, to a safe location on the side of the road, using all appropriate safety precautions. Do not damage Disabled Vehicles when moving them. If a Disabled Vehicle must be moved, then prior to moving the Disabled Vehicle, give Disabled Vehicles' driver a copy of the following three statutes:
 - a. s. 316.065, F.S. (when driver must give notice of crash);
 - b. s. 316.061, F.S. (when driver must remain at the scene of a crash, driver must move vehicle involved in a crash out of traffic, and the Department and their authorized agents have authority to move damaged vehicles); and
 - c. s. 316.071, F.S. (driver must move Disabled Vehicle or allow EAV to help move if obstructing flow of traffic).
 - d. After providing the statutes listed above, then request the Disabled Vehicle's driver for permission for the EAV to push, or pull, the Disabled Vehicle to a safe location on the side of the road. If the Disabled Vehicle's driver refuses to allow a disabled or damaged vehicle to be pushed or pulled, contact FHP for assistance. Remain on the scene until FHP or Road Rangers arrive and indicate services are no longer needed.
- I. The Vendor is authorized to relocate abandoned vehicles. Therefore, when encountering an apparently abandoned vehicle that is impeding traffic or should be relocated to a safer location, push, or pull, the vehicle to a safe location on the side of the road. Afterward, contact FHP to report the abandoned vehicle and provide the vehicle information as requested by FHP.
- J. EAVs must provide the following assistance to Motorists: provide at least two gallons of fuel, repair flat tires or change flat tires with a spare from the Disabled Vehicle, jumpstart Disabled Vehicles with dead batteries, fix mechanical failures, and perform other vehicle repairs that can be remedied within 15 minutes of initiating minor diagnostic service and repair to the Disabled Vehicle.
- K. Transport Motorists from Disabled Vehicles that cannot be timely remobilized to a commercial establishment at the next or nearest exit. Transported Motorists may be dropped off at a Rest Area if the Motorists prefer and if it is closer than a commercial establishment. Transport may be accomplished with EAVs as deemed necessary.
 - a. If Motorists have pets, transport pets that are contained or under continuous control by their owners (cages, leashes, harnesses, etc.). If, in the judgment of the Vendor, a pet could compromise the safety of passengers or other animals during the transport operation, do not transport the pet in the vehicle providing transport;

instead, offer to the Motorists the option to safely place the pet in the Disabled Vehicle while the vehicle is pushed or pulled, with pets safely inside, and assist them in obtaining repair or towing service by contacting FHP or RTMC for rotation towing service.

- b. If Motorists have belongings, transport the belongings. Do not transport belongings if, in the judgment of the Vendor, the belongings are unnecessary or could compromise the safety of passengers or animals during the transport operation.
- c. If, for any reason, a Motorist decline to be transported by the Vendor, document their decision and assist them in obtaining repair or towing service by contacting FHP or RTMC for rotation towing service or for a towing service requested by the Motorist. Rotation towing service or other towing service requested by the Motorist shall be at the Motorist's expense.
- L. If the Motorist agrees to be transported, but the EAV is not capable of transporting all of the Motorists, stay with Motorists awaiting transport until the appropriate transportation arrives. Waiting is not required when Motorists choose to decline transportation services from the Vendor. While awaiting transport for Motorists (or awaiting FHP or Road Rangers), all required Response Times must still be met for other Disabled Vehicles in need of assistance.
- M. Keep a Department-supplied log sheet (see Attachment H) in each EAV. Complete the log as Motorists are assisted. Request that each assisted Motorist initial the log confirming the information on the log sheet is approximately correct. If a Motorist refuses to initial the log, indicate the refusal on the log. Turn in the logs to the Department upon fulfillment of the Letter of Authorization.
- N. Keep a Department-supplied log sheet (see Appendix H) in each EAV used for transportation of Motorists. Complete the log as Motorists are transported. Request that each assisted Motorist initial the log confirming the information on the log sheet is approximately correct. If a Motorist refuses to initial the log, indicate the refusal on the log. Turn in the logs to the Department upon fulfillment of the Letter of Authorization.
- O. Alcohol/Drugs/Tobacco:
 - a. Do not smoke, vape, or use tobacco within any vehicle. Do not allow passengers to smoke, vape, or use tobacco within any vehicle during transport.
 - b. Do not smell of alcohol, be intoxicated, or be under the influence of alcohol or any controlled substance or medical prescription or any other drug that causes impairment anytime while working or reporting for duty under this contract.
 - c. If the Vendor or the Department discover a violation of any part of this Alcohol/Drugs/Tobacco section, they shall immediately and permanently remove the violator from eligibility to work under this contract.
- P. Provide all services free of charge to Motorists. Do not accept payment of tips or any other form of compensation from Motorists.
- Q. Bear the cost of repair of any damage caused by negligence of the operator to a Motorist's property while performing services under the Contract. Document damage with digital photos and provide them electronically to the Department and Motorist. Notify the Department, in writing, and provide the digital photos of any and all claims of injury or damage against the Vendor within twenty-four (24) hours of the claim being made.

2.2. Vendor Equipment and Personnel

- A. All EAVs must:
 - a. Be capable of carrying all necessary equipment and supplies to perform the services specified in this Contract. Light wreckers, and pick-up trucks are examples of vehicles that may be suitable for use as EAVs, including vehicles that are at least a one ton or higher rated, that are able to pull and push vehicles and at the same time, have or are able to mount an eleven (11) foot long standard utility service body with a canopy roof at least 72" high.
 - b. Have seat belts and all equipment safety devices recommended by the manufacturer installed, properly maintained, and in good working condition.

- c. Be neat, clean, in good condition, in good working order, and properly licensed and insured.
 - d. Display clear and legible signs painted or affixed that clearly say "EMERGENCY ROADSIDE ASSISTANCE SERVICE" and "FREE ASSISTANCE". Or the signs shown in Attachment F – Vehicle Logos.
 - e. Clearly and legibly display the Vendor's or subcontractor's name.
 - f. Be equipped with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is providing Emergency Roadside Assistance Services and when driving anywhere other than a legal travel lane.
- B. All EAVs and their associated equipment, accessories and parts are subject to periodic inspection by the Department. Remove from service and immediately replace any EAV determined by the Department to be unsafe, poorly maintained, or improperly equipped.
 - C. Ensure all drivers have a safe driving record and possess proper driver's licenses for the type of vehicle they are driving.
 - D. Ensure all Vendor and subcontractor personnel have and utilize personal protective safety gear in accordance with Department requirements, OSHA requirements, and company safety policies. Conduct safety meetings with field staff, as necessary. ANSI Class 3 reflective apparel is required whenever the operator is out of the EAV.

2.3. Invoicing

- A. Provide proper documentation to the Department for all Emergency Roadside Assistance Services to ensure reimbursement eligibility to the Department from the applicable Federal Disaster Reimbursement Program(s) ("FDRP"), which includes but is not limited to, programs of the Federal Highway Administration and the Federal Emergency Management Agency.
- B. Request payment for optional services completed and accepted by the Department by submitting a separate certified invoice for optional services using the pay items and unit prices contained in the Contract. The Vendor shall include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date and the period that the invoice represents. With each certified invoice submitted for payment, the Vendor shall include a Certification Disbursement of Previous Periodic Payment to Subcontractors (Form 700-010-38) and the amount paid to all subcontractors performing services under this Contract to date. The Certification Disbursement of Previous Periodic Payment is not required with the 1st invoice but is required with all invoices thereafter. Invoices shall be submitted to the project manager.
- C. Prepare all invoices in an electronic format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include receipts and all documentation necessary to support the quantities and amounts invoiced.

3. SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

3.1. Field Operations

- A. At the discretion of the Department, in the event that fuel is not commercially available, the Department may supply fuel for the Vendor's vehicles performing Emergency Roadside Assistance Services. All performance measures and Response Time requirements remain

in effect during this, and any other, refueling operation. At such time that fuel becomes available commercially, the Vendor shall be responsible for fueling its own vehicles. The determination regarding the commercial availability of fuel resources will be made solely by the Department. The Department will provide a means of tracking any fuel disbursed to the Vendor. Any fuel disbursed for the purposes of the Vendor's fleet must be reimbursed by the Vendor and the cost of such fuel will be deducted from future invoices. The basis for the fuel cost will be the actual cost of the fuel as reflected on either the Department's most recent invoice received prior to issuance of the Letter of Authorization or the Department's invoice for emergency fuel, depending on which fuel is disbursed to the Vendor. .

- B. The Department shall provide a minimum of twenty-four (24) hours notification to the Vendor of the following: description of the emergency event, estimated Event Duration, corridor location to be serviced, required date/time to report to staging locations and begin services, and contact information for the Department's representative.
- C. The Department will monitor the Vendor's operations.
- D. The Department may conduct periodic inspections of EAVs to determine compliance with Contract requirements.

3.2. Administration and Paperwork

- A. The Department will provide the locations of median crossovers that may be used by the Vendor. The anticipated locations can be found in the ESU Plans.
- B. The Department shall provide a spreadsheet to the Vendor to be used to prepare invoices to properly document the Contract services in accordance with Department and FDRP requirements.
- C. The Department shall provide a copy of Sections 316.065, 316.061, and 316.071, Florida Statutes, for Vendor distribution to Motorists. The Vendor may make as many copies of this these documents as needed.

4. METHOD OF MEASUREMENT

The cost of any work that is necessary to meet the requirements of this Contract will be incidental to the pay item shown in the Contract Schedule of Items. Measurement for this pay item will be the total number of hours of Event Duration, for each Letter of Authorization.

5. PERFORMANCE MEASURES and DEDUCTIONS for FAILURE TO PERFORM

The Department will periodically evaluate the Vendor's performance and compliance with the Scope of Services. If the Vendor does not meet or exceed the performance standards established herein, the Department will assess deductions from the invoice.

The EAV Response Time requirement for this contract is 35 minutes. In extreme cases of multiple incidents concurrently the Vendor may request an extension of the EAV Response Time requirement. The Department will consider the request and, if determined justified, will grant a temporary increase to EAV Response Time for a specified start and end time.

The following chart details the specific deductions that may be assessed for failure to perform any of the listed duties. Each of the deductions below may be reassessed for each day (measured in 24-hour blocks from when services begin) of non-compliance.

PERFORMANCE CRITERIA

Deficiency Identification	Time Allowed/Criteria	Deduction
Failure to arrive at staging locations, be fully mobilized, and be ready to begin services at the time specified in the LOA.	Immediately upon failure to be fully mobilized at the required time.	\$10,000 per LOA plus \$250 per each 15 minutes beyond the required time to be mobilized. This will continue to accrue indefinitely until mobilization is complete.
Failure to meet the required EAV Response Time.	Immediately upon discovery or upon being dispatched.	\$200 per Disabled Vehicle per each 15 minutes beyond the specified Response Time. This will continue to accrue indefinitely until the arrival at the vehicle.
Failure to attempt to remobilize a Disabled Vehicle.	Immediately upon discovery.	\$1,000 per Disabled Vehicle.
Failure to attempt to transport Motorists or pets or failure to stay with the Motorists while awaiting transport.	Immediately upon discovery.	\$5,000 per Disabled Vehicle.
EAV operator is under the influence of alcohol or any controlled substance or drug while on duty.	Immediately upon discovery.	\$10,000 per occurrence.

6. BASIS OF PAYMENT

Price and payment will be full compensation for all services specified in this scope and as shown in the unit prices in the Contract Schedule of Items, less any withholdings and deductions.

7. GENERAL REQUIREMENTS

The Vendor shall provide all services under this agreement. All activities are required to be tracked and documented.

7.1. 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.

The Vendor shall maintain supporting documentation for all operations and activities and provide documentation to the Department upon request.

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
- l) General Requirements for Optional Scope of Services (Attachment G)

Entity Name:

Address:

Phone Number

:

Email Address:

Authorized Signature:

Commented [LA1]: @Micotta, Maucio - I recommend this is deleted. We should have a stand alone document with all this information.

Commented [MM2R1]: I have created Exhibit E-Optional services General Requirements.

Commented [GD3R1]: Is there another specs section that has the specifications to confirm these are included?

Commented [MM4R1]: As discussed attachment is ok.

Commented [MM5]: @Gonzalez, Daniel Please look at our Exhibit C price proposal.

