



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

April 24, 2012

Mr. Bob Burleson
President, Florida Transportation Builders Association
1007 DeSoto Park Drive,
Tallahassee, Florida 32301

RE: Department of Highway Safety and Motor Vehicle Crash Reports

Mr. Burleson:

To assist contractors in obtaining crash reports from the Department of Highway Safety and Motor Vehicles (DHSMV) for crashes that occur within the limits of construction projects, the Department has worked with DHSMV to develop the following process by which a contractor on a project can receive these reports:

INSTRUCTIONS FOR CONTRACTORS TO OBTAIN FLORIDA TRAFFIC CRASH REPORTS FOR CRASHES WITHIN THE SCOPE OF THEIR PROJECT PRIOR TO THE EXPIRATION OF 60 DAYS FROM THE DATE THE CRASH REPORT WAS FILED

1. The first time you require a crash report, complete the attached form and email it together with a copy of your award letter for the contract within which the crash occurred to Bonnie Scott-Walls at the Department of Highway Safety and Motor Vehicles (DHSMV): bonniescott-walls@flhsmv.gov. Be sure to include the name, telephone number, and email address of the specific person authorized to receive crash reports. If you have already received a crash report for a crash occurring within your specific project area using this process, proceed to # 4.
2. Ms. Scott-Walls will process your request with DHSMV and forward it to the vendor handling all Florida Traffic Crash Reports for the State of Florida through DHSMV.
3. The vendor will electronically contact you and provide the person you identified with a userid and a password to use the vendor's FIRES portal (this password will also work on BuyCrash.com).
4. You will then be set up with an account. The userid and password will allow you to log in and search for the crash report(s) you need on the FIRES portal. When the crash report(s) is located, you will be able to add it to your "shopping cart" for purchase. The account you

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established will be billed to you once a month for reports you purchased. If the report is not found, probably because it is not yet in the system, there is a notification feature in the system that you can use to have the report emailed to you when it becomes available.

5. If you do not want to establish a new account for each contract you are performing for the Department of Transportation, you can assign one central person to obtain all crash reports for incidents happening within the scope of any of your projects. If you choose to use a single person to obtain all crash reports, you must include the award letter for each of your projects when you send the completed form to DHSMV as described in step #1. Otherwise, you will need to follow each step described above to set up an account for each of your contracts and you will receive a separate monthly invoice for each account.

6. After the first time you have followed this process to obtain copies of crash reports occurring within the scope of your project, you need only use your userid and password to access the vendor's system to locate and purchase the required crash report(s) as described at #4 above.

Finally, the Department has added a statement to its Contract Award letter that says, "The estimated completion date of this project based on the award allowable contract time is _____, subject to all extensions allowed by the contract and approved by the Department." This is provided to give DHSMV assurance that the contract on which a report is being requested is an active contract.

Please share this information with your membership. The Department will post this letter on its State Construction Office homepage for future reference.

Please let me know if you have any questions.

Sincerely,



David A. Sadler, P.E.
Director, Office of Construction

Attachment

cc: Tom Byron, P.E., Chief Engineer
Rudy Powell, P.E., State Construction Engineer

FLORIDA DOT SUBSCRIPTION AGREEMENT
FLORIDA'S INTEGRATED REPORT EXCHANGE SYSTEM
(FIRES)

This Agreement is made and entered as of this ____ day of _____, 20__, by and between Appriss, (hereinafter referred to as "APPRISS"), and _____ (hereinafter referred to as "Licensee").

1. Definitions.

"Agreement" shall mean this Agreement as executed, and includes any valid amendments, addendums, or renewals of this Agreement between Licensor and Licensee.

"Licensor" shall mean Appriss, or any other successor organization thereof.

"Licensee" shall mean the above listed individual or entity, and includes any employee, consultant, or contractor of Licensee, provided that the employee, consultant, or contractor is using the access provided under this Agreement in the performance of his or her duties as an employee, consultant, or contractor of Licensee.

"FIRES" shall mean the Florida's Integrated Report Exchange System, which Licensor maintains under an exclusive contract with the State of Florida.

"FIRES Web Portal" shall mean the means of access to the data contained in FIRES, which will be maintained by Licensor, and will be used by Licensee in furtherance of this Agreement.

2. License to Use FIRES. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a nonexclusive, nontransferable license to use the FIRES Web Portal to access the data contained in FIRES. Licensee hereby agrees to use FIRES data according to the terms and conditions provided herein.

3. Consideration. In consideration for the License granted to Licensee under this Agreement, the Licensee shall pay Licensor for each report purchased through BuyCrash.com.

4. Terms of Use.

4.01 Access to and use of FIRES, or the data contained therein, shall be exclusively for the Licensee and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement, or applicable Florida law. Licensee shall not allow any unauthorized access to or use of the FIRES Web Portal, or FIRES. Licensee shall notify Licensor in writing immediately upon knowledge of any unauthorized access or use of the FIRES Web Portal, or FIRES.

4.02 All such access and use of crash data shall be solely by Licensee and those persons expressly authorized by Licensee. Licensee shall not rent, lease, assign or allow any

other access to or use of the FIRES system or data without the express written authorization of Licensor. Licensee shall not share access to FIRES, allow unauthorized viewing of reports or other information contained on FIRES nor shall Licensee reproduce, resell, transmit, duplicate or redistribute any information or reports on FIRES, without the express written authorization of Licensor.

4.03 Licensee shall not place or post any information, data or reports from FIRES on any form of electronic media, including, but not limited to the following: local or wide area networks, list servers, online services, electronic bulletin boards or forums, Web sites, or any other server or media that is Internet-enabled, without the express written authorization of Licensor.

4.04 Licensee shall use its best efforts to protect the rights of Licensor and ensure that all use and access to FIRES as well as any information or reports thereupon shall not be used or accessed in any way that would violate the terms of this Agreement, or applicable Florida law.

4.05 Licensee is liable for any and all charges for purchases from its ID/account numbers, whether or not authorized by Licensee.

4.06 Invoices for all report purchases will be prepared by Licensor.

4.07 Terms of invoice payment shall be net twenty (20) days.

4.08 Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Licensee agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.

5. Representations; Disclaimers.

5.01 Licensor makes no representations or warranties regarding the accuracy of the information or reports on FIRES. Licensor makes no representations or warranties regarding the completeness of a report on FIRES. Licensor shall not be held responsible for any error or omission in any report or the information contained therein.

5.02 Other than as expressly provided herein, Licensor makes no other representation or warranty, express or implied.

5.03 Licensor expressly disclaims any and all responsibility for any loss, claim or action resulting from:

- (a) Errors or omissions in any information or report on FIRES;
- (b) The unavailability of the FIRES Web Portal, FIRES, or any information or report thereon;

- (c) The use, misuse or access, authorized or unauthorized, of the FIRES Web Portal, FIRES, or any information or report thereon;
- (d) Any reliance upon the information or reports contained in FIRES; or,
- (e) Identity theft or any other criminal conduct or action from the use or misuse of the FIRES Web Portal, FIRES, or any information or report thereon.

5.04 Licensee represents that the undersigned has the full right, power and authority to sign this Agreement on behalf of Licensee.

5.05 LICENSEE HEREBY ACKNOWLEDGES THAT THE EXISTENCE OF THIS AGREEMENT IN NO WAY CONFERS, VALIDATES, OR OTHERWISE AFFECTS LICENSEE'S STATUS AS AN ENTITY OR PERSON ELIGIBLE TO LAWFULLY VIEW AND/OR PURCHASE VEHICLE COLLISION REPORTS IN THE STATE OF FLORIDA. THE ACCESS OF VEHICLE COLLISION REPORTS IS WHOLLY GOVERNED BY FLORIDA STATUTES, AND IT IS LICENSEE'S SOLE RESPONSIBILITY THAT ANY ACTION TAKEN BY LICENSEE TO VIEW, PURCHASE, OR OTHERWISE ACCESS VEHICLE COLLISION REPORTS CONFORM WHOLLY TO FLORIDA LAW.

6. Indemnity. Licensee agrees to indemnify, defend, and hold Licenser harmless from and against any and all third party claims and losses arising out of or in any way related to any access to or use of the FIRES Web Portal or FIRES by Licensee or through Licensee's username and password, if Licensee is negligent in allowing Licensee's username or password to become known to unauthorized persons, or of any content, data or information thereupon, regardless of the form of action. Without limiting the forgoing, Licensee shall indemnify, defend, and hold Licenser harmless from and against any and all third party claims and losses arising out of, or related to, Licensee's viewing, purchasing, or otherwise accessing vehicle collision reports in an unlawful manner, should such acts arise out of, or be related to Licensee's use of the FIRES Web Portal and/or FIRES.

7. Term.

7.01 The term of this Agreement shall coincide with the term of Licensee's contract(s) with the Florida Department of Transportation which forms the basis for Licensee's entry into this Agreement.

7.02 Licenser may terminate this Agreement due to Licensee's violation or breach of the terms of this Agreement or any applicable law.

8. Mutual Covenants.

8.01 The Licensee and Licenser agree that they shall use their best efforts to perform and fulfill all conditions and obligations on their parts to be performed and fulfilled under this

Agreement, to the end that the transactions contemplated by this Agreement shall be fully carried out.

8.02 The Licensee and Licensor shall cooperate with each other in performance of all obligations under this Agreement and shall use best efforts to satisfy or cause to be satisfied, all obligations, conditions and restrictions of the parties under this Agreement.

9. Remedies.

9.01 If Licensee should violate any condition of this Agreement, Licensor, in Licensor's sole discretion, shall have the right to immediately terminate Licensee's access to the FIRES Web Portal, and FIRES.

9.02 If Licensee should violate any condition or obligation under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, Licensor, in addition to any other available rights or remedies, may sue in law or equity, and in such case the parties each expressly waive the defense that a remedy in damages will be adequate.

9.03 If any legal action or any arbitration or other proceeding is brought by either party for the enforcement of this Agreement, or because of breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

10. Notices.

Notice under this Agreement shall be made in writing; sent via certified mail, return receipt requested, U.S. Mail or private express, or by facsimile according to the following address and contact information:

If to Licensor: Appriss
 374 Meridian Parke Lane Suite B
 Greenwood, IN 46142
 Phone: (317) 215-8300
 Fax: (317) 215-2217

If to Licensee: _____

Attn: _____

Phone: (____) _____

Fax: (____) _____

eMail _____

11. Miscellaneous.

11.01 This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

11.02 No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties hereto.

11.03 No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

11.04 Licensee shall not assign this Agreement without the prior written consent of Licensor.

11.05 This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their successors and assigns.

11.06 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.07 Licensor shall not be liable for failure to perform any part of this Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, acts of terror, commercially unreasonable hostile acts by a third party with respect to FIRES or the FIRES Web Portal, legal restrictions, governmental regulations or orders, or any cause beyond the control of Licensor. However, Licensor shall use diligent efforts to resume performance. This Agreement shall not be regarded as terminated or frustrated as a result of such failure of performance that does not exceed ninety (90) days to remedy such failure.

11.08 This Agreement is executed and delivered in, and shall be governed, enforced and interpreted in accordance with, the laws of the State of Florida without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LICENSEE: _____

LICENSOR: Appriss

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____