

# EXHIBIT A

## SCOPE OF SERVICES

### ROAD RANGER SERVICES FOR DISTRICT TWO

#### 1. OBJECTIVE

The Florida Department of Transportation (Department) District Two Incident Management program, under the SunGuide Intelligent Transportation System (ITS) Program, desires to provide Road Rangers to support and promote the “Open Roads Policy” and provide highway assistance services to motorists stranded with disabled vehicles.

The Road Ranger highway assistance services shall include proactively assisting the Traffic Incident Management Program and Florida Department of Transportation’s District Two Traffic Management Center to manage incidents in an effort to reduce traffic congestion and delay caused by vehicle crashes, disablements and non-hazardous material spills. This responsibility includes the ability to recognize hazardous spills and immediately report same to the FDOT Traffic Management Center (TMC). This Program is anticipated to lower the potential for secondary crashes by assisting with incidents and providing preliminary Maintenance of Traffic (MOT) for other responders to expedite recovery time.

This provider will represent the Department to the public and as such shall provide services in a professional and efficient manner with a quality of service and appearance that brings credit to the Department and the Vendor.

#### 2. DEFINITION OF TERMS USED IN THE AGREEMENT

**Department:** Florida Department of Transportation (FDOT), Traffic Operations Office, Intelligent Transportation Systems (ITS) Office, Traffic Incident program, FDOT Maintenance Yards, or Transportation Management Center (TMC).

**Traffic Management Center (TMC):** a dispatch and communications facility housing both Department and SmartRoute Systems TMC Operators and Supervisors. Facility is used for dispatch, communications, traffic monitoring and management for traffic incidents on the freeways.

**Service Patrol or Road Ranger Service:** Road Ranger Patrols or Road Rangers that perform the services to motorists outlined in this Contract.

**FHP:** Florida Highway Patrol

**Service Patrol Operator:** A hired driver or employee of the Vendor duly licensed and trained by the Vendor as an operator of Vendor’s vehicles.

**Route:** The specific section of roadway on which a Road Ranger is to patrol during his/her shift. Routes will vary dependent on the design of the program, and location and time of day.

**Sponsorships:** An agreement, whether formal or informal, to obtain goods or services or anything of value, including, but not limited to information, in exchange for any service rendered by the Road Ranger Service Patrol Vendor and/or a Road Ranger.

**SLERS:** Statewide Law Enforcement Radio System. A common communication system (radio) used for State Law Enforcement, authorized by Florida Legislature for the Department of Management Services.

**MOT:** Maintenance of Traffic

### **3. SERVICES TO BE PROVIDED BY VENDOR**

The Vendor shall furnish all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies and incidentals necessary to provide a fully functioning Service Patrol operation.

The service patrols shall assist the Florida Highway Patrol, Jacksonville Sheriff's Office, Jacksonville Fire/Rescue, and the Department's Maintenance personnel (or representing Vendor) during incidents. All Service Patrol operators shall have a basic knowledge and recognition of hazardous materials whereby they will immediately report spills involving same to the TMC Operators.

The services to be provided by the Vendor shall include, but are not limited to, providing service patrols for Interstate 295, Interstate 95, Interstate 10, J. Turner Butler Boulevard, State Road 9A or other assigned routes as required. These service patrols shall also provide motorist assistance, perform minor repairs, move disabled vehicles from travel lanes, change flat tires, jump-start batteries and remove minor non-hazardous spills or debris from the highway.

The Vendor shall also be responsible for providing immediate first hand information on incidents involving but not limited to car crashes, fatalities and hazardous spills to agencies identified by the Department.

**Hiring Preference:** Vendor shall give preference in hiring employees for this contract to individuals who have served on active duty and were discharged under honorable conditions from the Armed Forces of the United States of America; and to individuals with a law enforcement/security background.

#### **Drug-Free Workplace Compliance:**

The Vendor must subscribe to and practice a drug-free work environment program in compliance with Florida Statute 287.087, and consistent with their signed drug-free workplace affidavit.

- a) Service Patrol Operators shall be drug free in accordance with Section 112.0455, Florida Statutes, prior to beginning operations.
- b) Service Patrol Operators shall undergo additional testing in concurrence with FDOT "Drug-Free Workplace and Testing Policy" (topic number 001-250-013) at a minimum of every six (6) months at the expense of the Vendor.

### **4. GENERAL CONTRACT REQUIREMENTS – PERFORMANCE CONTRACT**

This is a performance based contract in which compliance is evaluated monthly by the Project Manager.

Instances where the Department finds the Service Patrol Vendor fails to comply with a specific provision(s) of their contract (i.e., not performing the responsibilities and services described herein) the Department shall reduce the monthly invoice (see Section 39, "Liquidated Damages"), or at the Department's discretion terminate the contract.

## **5. LANGUAGE / VERBAL COMMUNICATIONS**

The Department conducts its official business in English. All communication between the Service Patrol Operators shall be conducted in English.

## **6. PROJECT AREA**

The potential project area spans approximately two hundred (200) centerline miles (one way) in Jacksonville. During the life of the contract, the service area may expand for additional routes. The delivery of services shall be broken down into routes that enable each patrol to operate within their assigned area and reach incidents and/or stranded motorists with minimum delay.

## **7. VENDOR'S PROJECT MANAGER**

The Vendor shall identify a Supervisor(s) for this project who shall be the point of contact for the Department. A Supervisor shall be available to the Department twenty four (24) hours a day, seven (7) days a week through a reliable, local area code (904) phone number.

This Supervisor shall have a response time of thirty (30) minutes after receiving a call from the Department.

If required, the Supervisor shall be at a requested location within one (1) hour after being contacted by the Department and/or the Department's Project Manager (or designee).

The Supervisor shall be based at a vendor offices and available (on-call) to assist individual operators as needed in the re-supply of expendable supplies or vehicle replacement and will be capable of replacing operator on designated route.

If during the term of this Contract, a new Supervisor is to be employed by the Vendor to meet the provisions of the contract, the new Supervisor shall be available to meet with the Department's Project Manager (or his/her designee). This time spent shall not be billable to the Department.

An interim Supervisor shall be assigned if the Vendor's Supervisor is away or the position is temporarily open.

The Vendor's Supervisor for this Contract shall meet the background and training requirements for Driver/Operator.

## **8. EMERGENCY & OTHER SERVICES**

At times the Department may identify a need to utilize the Service Patrol Operators for purposes not specifically outlined in this scope. The Department reserves the right to assign the Service Patrol Operators to duties that are consistent with those outlined in this scope.

## **Emergency Services:**

The Vendor shall make resources available for all activities described herein for providing services during a hurricane evacuation, major incidents, roadway construction, or FHP requests after receipt of approval from the Department's Project Manager or designee.

During hurricane evacuations, emergencies or occasionally during special events, the Vendor may be asked to expand the designated Road Ranger Patrol coverage area (by manning and deploying backup vehicles) to provide disabled vehicle assistance until such time as normal traffic operations have resumed. Payment shall be the same as that for regular working hours and the period for payment shall be calculated to the nearest one-half (1/2 hour).

## **Traffic Incident Management (TIM) Team:**

The Vendor or designee shall attend and participate as an active team member at the bi-monthly First Coast Traffic Incident Management Team Meetings. Attendance at these meetings shall not be billable to the Department.

1. The Department's Traffic Incident Manager will provide the location and time of the meeting(s) to the Vendor at least two (2) weeks in advance.
2. Attendance at the meeting shall not result in fewer Road Rangers on patrol.

## **9. SERVICE PATROL HOURS OF OPERATIONS**

Anticipated hours: Monday through Friday 6:30 AM to 6:30 PM. If a holiday falls within the scheduled work week, the Vendor shall provide coverage at the normal hourly rate. Any changes in the schedule will be addressed by the Project Manager on an "as needed" basis.

The Department reserves the right to adjust the shift times and the number of vehicles required per shift to meet the Department's needs.

Any additional hours worked due to clean up a traffic incident or as directed by FHP or the Department shall be turned in within 24 hours after the incident for approval from the Project Manager.

The Vendor is required to begin all shifts/assignments with the appropriate number and type of vehicles, at the times indicated in the contract.

If at any time a Service Patrol Vehicle and Operator are unavailable for routine beat patrol, the Vendor shall reduce the monthly invoice to reflect the time the service patrol was not available. The invoice reduction shall be in addition to any liquidated damages incurred by the Vendor.

## **10. SERVICE PATROL SHIFT CHANGES**

The Vendor shall submit to the Department for approval prior to implementation, their plan for shift change times, duration of shifts and staffing requirements. Shift change hours shall coincide with low traffic volume hours.

Changes to the Vendor's plan during the contract period shall also be submitted for approval prior to their implementation.

Service Patrol Operators shall not leave their shifts until they receive authorization from the Department (TMC or Department's Project Manager).

Service Patrol Operators shall respond to all requests for service or assistance from the Department or a Law Enforcement Officer even if the request comes near the end of the Operator's shift. The services requested shall be accomplished prior to the Operator terminating their shift.

At shift changes, the Vendor shall be allowed a maximum of thirty (30) minutes from the time a unit leaves designated route until the time the unit must be back on route to change drivers, fuel, inspect vehicles and re-stock supplies.

Any time in excess of thirty (30 ) minutes shall be recorded by the Vendor and shall be at the expense of the Vendor.

**A. Payment for extended services:**

The Department shall pay the Vendor for the extended period, providing the services required an additional unit over and above the number normally on duty.

The rate of payment shall be the same as that for regular working hours and the period for payment shall be calculated to the nearest hour.

**11. SHIFT CHECK-ON / OFF LOCATIONS AND RE-FUELING /RE-EQUIPPING LOCATIONS**

**Geographic Location of Facilities:**

The locations where Service Patrol Operators refuel and / or replenish their supplies shall be within one (1) mile of patrol area.

**Physical Facilities:**

The facilities where Service Patrol Operators pick-up their trucks to begin or end their shifts shall be in locations that meet all local zoning requirements for the purpose.

**12. SERVICE PATROL ROUTES**

Service Patrol Vehicles shall operate within designated Service Patrol routes as designed by the Vendor and approved by the Department. Each route shall have specific turn-around locations and shall start and end at specific entrance/exit ramps.

**13. ROUTE ADJUSTMENTS**

At any time during the contract's term, the Department reserves the right to require adjustment, alteration or addition of route locations to better accommodate the demand for the service and the needs of the Department. This recommendation may also be provided by the Vendor.

- a) Except during times of emergency, the Department will advise the Vendor of any required adjustment to a route within forty-eight (48) hours prior to the effective date of adjustment.
- b) The Vendor will be given thirty (30) days notice when a new “permanent” service area is added to the contract that will increase the total number of hours of service.
- c) The Vendor may agree to shorter notice at the time of the notification.
- d) Service to the “new permanent” service area shall be at the same hourly rate as that for other service areas.

#### **14. SERVICE PATROL VEHICLE ASSIGNMENTS**

All Service Patrol Vehicles are restricted for Department official use only and are to be used to provide the services contained herein. Service Patrol Vehicles are not to be used for personal or other business-related work of the Vendor. Covering Department identification logos or markings shall be prohibited.

##### **Specific Vehicle Assignments:**

A “Tow Truck” shall be on-call primarily to areas (including any routes undergoing construction) where there is insufficient room on either side of the roadway for a disabled vehicle to be left standing without obstructing any part of a travel lane.

##### **a) On-Call Tow Truck Coverage shall:**

- Respond within 30 minutes after initial call
- Remove disabled vehicle(s) from travel lanes within 30 minutes
- Site cleanup and disposal of waste generated from incident.

##### **Backup Vehicles:**

Backup vehicle(s) shall be used when a regular, dedicated vehicle is taken out of service for any reason and shall be the same type, be equipped the same and perform all the functions of a regular vehicle.

Backup vehicle(s) shall be deployed and in service as a replacement within thirty (30) minutes of a regular vehicle breakdown.

If the replacement vehicle is not placed into service within thirty (30) minutes, the Vendor shall reduce the monthly invoice to reflect the time the service patrol was unavailable.

In the event of recurring unavailability of vehicles on patrol, the Department has the right to terminate the contract for non-compliance.

##### **Re- supply Vehicles:**

Supervisors on the road during the shifts shall carry in their vehicle extra expendable supplies to assist in the re-supply of other patrol vehicles.

## **15. SERVICE PATROL VEHICLE MINIMUMS & REPLACEMENT REQUIREMENTS**

A minimum of nine (9) vehicles are required for the contract.

All vehicles in the Service Patrol Vehicle fleet shall meet the specific vehicle requirements and be capable of carrying the equipment specified in this contract. All vehicles must be licensed in the State of Florida. Proof of such licensing must be provided to the Department prior to a vehicle being used on this contract.

The Department may require an independent safety inspection of the vehicles by a technician of the Department's choosing and at the Vendor's expense.

- a) Vendor shall assure vehicle availability during the entire service period.
- b) Upon contract execution, all vehicles in the fleet shall not be greater than three (3) years old from their original manufactured date.
- c) All used vehicles shall have verifiable maintenance records available for each vehicle that show the vehicle was consistently maintained according to manufacturer's service/interval recommendations.
  - All body panels and parts on the used vehicles shall meet the same appearance standards as new vehicles.
  - "Used" vehicles shall be replaced under the same guidelines as new vehicles.
  - Consideration will be given to the replacement of chassis and/or body separately of each other for vehicles so designed. Should Vendor desire separate replacement, they shall request, in writing, and include the specific reasons for the request.
- d) Fleet may include a maximum of one (1) "used" tow truck to meet the minimum required number of vehicles. Vendor's fleet may include any of their company owned FHP approved tow trucks. Flat type recovery vehicles are permitted if they are approved by FHP for services.
- e) During the term of the Contract, gasoline powered vehicles will be maintained to OEM standards for operations on public highways. Any vehicle that fails to meet these criteria shall be removed from service regardless of years or mileage.

## **16. SERVICE PATROL VEHICLE LOGOS AND MARKINGS**

Service Patrol Vehicles shall be painted white and shall only have the identification markings listed below. Markings shall be attached on the areas designated by the Department.

The Department will provide only the FDOT identification logos for each vehicle. All other markings shall be procured and installed by the Vendor. The Department shall approve the design of all identification markings prior to Vendor procuring and installing.

### **Required Identification Markings:**

- Eleven (11.5) inch diameter F.D.O.T. logo (both sides).
- Eight and a half (8.5) inch by nine and a half (9.5) inch SunGuide logo (both sides).
- Two (2) inch black letters "A FREE SERVICE" logo below the F.D.O.T logo.
- Pickup trucks shall also have "A FREE SERVICE" logo on the rear bumper.

- All vehicles shall have a three-digit number placed on or near the driver's door and the rear bumper that shall identify each patrol vehicle. The numbers shall be sequential, all starting with "2\_ \_," such as 201, 202.
- "FHP" painted or affixed in two-inch (2") white letters on blue background.
- Traffic Incident Management logo on sides of vehicles and 2" wording "Traffic Incident Management" to be placed on back bumper.

**Required Conspicuity Markings:**

- A single two (2) inch wide, red/white strip of reflective tape applied so as to cause the limits of the truck from any angle to be visible at night when illuminated by oncoming traffic.
- The tape should be applied at a minimum height of four (4) feet, but may vary according to truck or body configuration.
- On the rear of the vehicle the tape shall be applied to the upper portion of the bumper.
- Gaps in the tape where members protrude or the configuration does not lend itself to tape application shall be considered normal.

All markings and decals shall be maintained in a clean, bright and readable condition throughout the term of this contract.

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

The Department may require the addition/deletion of markings at any time during the contract.

Vendor may apply Department approved Service Patrol Sponsorship markings and/or decals to Service Patrol Vehicles, provided that:

- Sponsor markings/decals do not cover any FDOT required logos.
- Sponsor markings/decals meet all FDOT Sponsorship requirements as specified in the Vendor Sponsorship agreement and approved by the Department. Appendix "A" contains additional guidelines for Service Patrol Sponsorship logos.

**17. TOW TRUCK VEHICLE SPECIFICATIONS**

- Minimum Gross Vehicle Weight Rating (GVWR) chassis of twelve thousand (12,000) pounds.
- Dual wheel chassis and four (4) ton recovery equipment rating.
- Wheel-lift towing equipment, with a minimum lift rating of three thousand (3,000) pounds.
- All tow equipment shall include proper safety straps.
- Boom with a minimum static rating of five thousand (5,000) pounds.
- Winch Cable - eight thousand (8,000) pound rating on the first layer of cable.
- Winch Cable - one hundred feet (100') of three eighth inch (3/8") diameter, with a working limit of three thousand five hundred (3,500) pounds.
- Towing slings rated at three thousand (3,000) pounds minimum.
- Tow chains of five-sixteenths inch (5/16") allow or OEM specs, J.T. hook assembly.
- A rubber face push bumper.
- Spot light capable of directing a beam centered in any direction of a 360 degree horizontal arc around the vehicle.



- Power outlets ("booster outlets" or "hot boxes"), front and rear-mounted, with outlets compatible to twelve (12)-volt booster cables.
- Heavy duty, sixty (60) + amps charged battery.
- Suitable cab lighting.
- A trailer hitch capable of handling a 1.875 inch ball and/or two (2) inch ball.
- Motorcycle transporting capability.
- Rear work lights.
- Safety chain D-ring or eyelet mounted on rear of vehicle body.
- A roof-mounted amber warning / strobe light bar with front to rear directional flashing and capability, equipped with removal lenses and on/off switch in cab that meet or exceed the specifications described in Appendix "B".

### **Alternative Flat Bed Truck Option:**

As an alternative to the tow truck specifications referenced above, the vendor may provide a flat bed tow truck with capabilities equal to or greater than the specifications referenced. The intention of this alternative is to allow the vendor the option of relocation high-end vehicles (i.e., Mercedes Benz or BMW) that cannot be moved by the standard tow truck unit addressed above.

### **Portable Dynamic Message Signs (DMS):**

- Vendor shall equip all of the tow trucks with Portable Dynamic Message Signs (DMS) that meet or exceed the specifications described in Appendix "A."
- Any and all equipment shall be securely attached and, when appropriate, in reach of the driver without distraction to driving safely.

## **18. PICKUP TRUCK VEHICLE SPECIFICATIONS**

- Minimum of a Full size, half (1/2) ton, 4-door, long bed pickup, capable of carrying the equipment specified in this contract.
- Each vehicle must have seat belts for passengers on both the front and on rear cab benches.
- Two (2) towing straps rated at 3,000 pounds minimum.
- Rubber face push bumper.
- Spot light.
- Power outlets ("booster outlets or "hot boxes"), front and rear-mounted, with outlets compatible to twelve (12) volt booster cables.
- Two (2) heavy duty, 750 CCA (Cold Cranking AMP) (Minimum) Batteries.
- Suitable cab lighting that allows Service Patrol Operator to complete paperwork, etc.
- Equipped with Portable Dynamic Message Signs (DMS) that meet or exceed the specifications described in Appendix "A."
- Equipped with a roof-mounted amber warning/strobe light bar with front to rear directional flashing capability, equipped with removable lenses and an on/off switch in cab that meet or exceed the specifications described in Appendix "B".
- All equipment shall be securely attached and, when appropriate, in reach of the driver without distraction to driving safely.

## **19. AUTOMATIC VEHICLE LOCATION (GPS) SYSTEM**

- a) Vendor shall ensure there is an operational GPS monitoring system (radio system component) in each vehicle and shall be responsible for protecting any installed system components in the vehicles.

Internet access to the GPS information will be provided by the Vendor to the Department's Project Manager.

- b) The GPS System shall be monitored by the Vendor and the Department's Traffic Incident Manager/Road Ranger Project Manager and Traffic Management Center.
- c) Throughout the term of the contract, the Vendor shall be responsible for all costs associated with the monthly service and maintenance of the Radio / GPS system including the units in use by the Department for communication with the Vendor and the base station(s).

## **20. COMMUNICATIONS EQUIPMENT REQUIREMENTS**

### **Radio Communications Requirement:**

The Department must be able to communicate with the Service Patrol Vehicles utilizing a two-way radio system for the purpose of monitoring of the Road Ranger Patrols and ensuring they are aware of and deployed to incidents.

Unless otherwise specified in the Contract, all communications equipment shall be supplied and maintained by the Vendor.

- a) The Department will approve the equipment to ensure it interfaces with the Department Communications systems and meets the Department's requirements.
- b) The Department can, at will, replace communications radios with upgraded units to better serve the needs of the Department.
- c) The Vendor shall be responsible/ensure that all communications equipment shall be standardized and compatible for all stakeholders identified in the performance of this contract.

### **Cellular Telephones with Two-way Radio Capability**

The Department will provide procedures for radio communications and may change/alter the procedures at any time during the term of the contract.

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

- Vendor shall provide each Service Patrol Vehicle, including backup and supervisor vehicles, with licensed cellular, two-way radio telephone or wireless telephone.
- Vendor shall also provide a hand-held two-way radio to the Traffic Management Center (TMC), the Road Ranger Project Manager, and FHP.
- Vendor must immediately notify the Department to report any loss of signal or cellular phone problems of more than fifteen (15) minutes duration.
- Inoperable or faulty cellular phones shall be replaced within thirty (30) minutes of detection of the fault.

## **SLERS: STATE LAW ENFORCEMENT RADIO SYSTEM:**

- a) The Department may provide radio communications equipment, at the Department's expense, at any time during the life of this contract.
- b) The Department may require, at the Department's expense, training and certification of operators for State Law Enforcement Radio System (SLERS).
- c) The Department reserves the right to implement FDLE communications criteria to qualify Road Ranger Service Patrol operators for SLERS.

### **Electronic Mail (e-mail):**

Vendor shall maintain a reliable e-mail service capable of receiving attachments at their headquarters and at each facility where Road Rangers pick-up / drop-off vehicles to begin / end their shifts.

### **Public Address System:**

Each Service Patrol Vehicle shall be equipped with an external speaker, public address system with "air horn" feature in a one hundred (100) watts minimum system.

- The public address system shall be connected to the radio system in such a way that radio transmissions can be broadcast over the speaker.

### **Laptop Computers/PDAs:**

Laptop computers or PDA's for each Service Patrol Vehicle may be required for this contract. The Department's Project Manager will determine the need for this technology and will provide a Letter of Authorization to the Vendor for purchase and installation of the equipment once a decision has been made.

When implemented, the Contractor is responsible for ensuring that there is an operational, DEPARTMENT approved laptop computer in each Service Patrol Vehicle for each shift.

The Vendor shall provide installation of the laptop computer in each Service Patrol vehicle required by this Contract.

When there are other reasons to reinstall or remove laptop computers from Service Patrol Vehicles (i.e. vehicle damage, crash, repair or replacement of vehicle, etc.) the CONTRACTOR shall be responsible for the charges.

The CONTRACTOR shall only use DEPARTMENT authorized technicians to install, remove, ore repair the laptop computer.

The **CONTRACTOR** shall be responsible for the cost of replacing any damaged or stolen Handheld PCs or other devices provided by the **DEPARTMENT**.

Introductory training on laptop computer (hardware and software) operations will be provided by the **DEPARTMENT** as part of the orientation for new hires, but the **CONTRACTOR** shall be responsible for continued training on laptop computers as deemed necessary by the **DEPARTMENT**.

## **21. SERVICE PATROL VEHICLE ACCESSORIES / PARTS / TOOL BOX REQUIREMENTS**

- a) Each Service Patrol Vehicle shall, at a minimum, have a toolbox containing tools as listed below. Tools and equipment shall meet the quality requirements of the Department Project Manager.
- Screwdrivers – one (1) each: ¾ Standard 1/8; 3/16); 1/4; 5/16) ¾ Phillips head #1 and #2
  - Star Driver (one set)
  - Needle nose pliers (one pair).
  - Adjustable rib joint pliers, two-inch minimum capacity (one pair).
  - Adjustable wrenches – one (1) each: ¾  
    Eight (8") inch ¾  
    Twelve (12") inch.
  - Five (5) pound hammer (one (1) each).
  - Rubber mallet (one (1) each).
  - Electrical tape (twenty (20) yards).
  - Duct tape (twenty (20) yards).
  - Tire pressure gauge (one (1) each).
  - Mechanic's wire (twenty five (25) foot roll).
  - Bolt cutters – 24" or larger (one (1) pair).
  - Wire cutting pliers (one (1) pair).
  - Complete set of open end and box wrenches (both metric and standard).
  - Two, (4") X (6") X (12") wood blocks.
  - Four (4) safety chains, minimum five feet in length.
  - Fifty (50) foot, ½ inch rope with attachable body harness.
- b) Each Service Patrol Vehicle shall, at a minimum, carry the following accessories and parts:
- Diesel fuel (minimum five (5) gallons) in a clearly labeled approved can or tank.
  - Ninety- three (93) octane unleaded gasoline (minimum five (5) gallons) in a clearly labeled approved can or tank.
  - 3 quarts, SAE 30 oil.
  - First aid kit (First Responder Kit, fully stocked) (one (1) each).
  - Fire extinguishers – two (2) each ten (10) pound Dry Chemical ABC, meeting all safety requirements. If seal is broken, unit shall be tested, resealed and certified.
  - Pry bar, minimum thirty-six (36") inches in length (one (1) each).
  - Radiator water (ten (10) gallons) in clearly labeled container.
  - Twenty-four (24") inch wide street broom (one (1) each).
  - Shovels, Square-end (one (1) each), Round-end (one (1) each).
  - Highway wet flares, thirty (30) minute burn (forty-eight (48) each). "Turboflares" are acceptable in lieu of Highway Wet Flares.
  - Cones, DOT approved, thirty-six (36") inch reflectorized -fifteen (15) each. Vendor shall replace cones semi-annually (or earlier if damaged or visually faded/discolored).
  - Long Frame Aluminum Jack, 2 ½ ton, one (1) each, or steel jack, three (3) ton, one (1) each.
  - Air compressor, one (1) each, with at least 12 CFM capability, capable of inflating tires of vehicles and operating impact wrench.
  - Air operated impact wrench with sockets to fit all vehicles (metric and standard), one each.
  - Lug wrenches (metric and standard) to fit all vehicles, one each.
  - Large 2 or 5-cell battery flashlight and spare batteries (one (1) set).
  - Booster cables, three (3) gauge copper wire with heavy-duty clamps and one end adapted to vehicle's power outlets, minimum twenty five (25) feet in length (one (1) set).
  - Funnel, multi-purpose, flexible spout (two (2) each).
  - One trash can - five (5) gallon.

- Ten (10) gallons of absorbent material for liquid spills equivalent to or exceeding the brand name “Speedy Dry.”
  - Drinking water, individually sealed bottles, minimum sixteen (16) ounce, chilled (twelve (12) each).
  - One roll paper towels.
  - Water cooler for potable water.
  - Additional Safety Equipment, as warranted.
- c) Vendor is encouraged to install / provide any equipment that will aid and add to the safe operation by the Service Patrol Operators. Such equipment shall be installed, if possible, in both the tow truck and pickups.

## **22. MAINTENANCE OF SERVICE PATROL VEHICLES**

The Vendor shall perform all necessary Service Patrol Vehicle maintenance outside of the service periods specified herein.

- a) Vehicle exteriors and interiors shall be kept neat, clean and polished, 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 Duval County.

## **23. SERVICE PATROL VEHICLE INSPECTIONS**

Prior to the beginning of each shift, the Vendor shall inspect each patrol vehicle and its associated equipment, accessories and parts to ensure they meet all specifications and requirements contained herein.

- a) Should the AVL/GPS system be inoperable, the vehicle shall not be placed into service until the system is functioning.

## **24. SERVICE PATROL OPERATOR REQUIREMENTS**

Service Patrol Operators shall be competent in the tasks of operating the Service Patrol vehicle and providing safe and proper discharge of the service responsibilities outlined herein.

**Rejection of Driver/Operator, Supervisors or Managers:** The Department reserves the right to reject, without reason or explanation given, any Vehicle/Driver/Operators, Supervisors and Managers prior to their being assigned duties related to this Contract.

**Removal of Driver/Operators:** The Department reserves the right, without the right, without reason or explanation given, to require the Vendor to relieve an employee from duty assignments, and/or bar an employee from further service under this Contract at any time.

### **Operator Resumes:**

The Vendor shall maintain and provide, upon request of the Department, resumes of the Management, Supervisors, Service Patrol Operators and potential Service Patrol Operators.

The resumes shall contain verifications that the Service Patrol Operator or potential Service Patrol Operator complies with the following requirements:

- a) Speak and understand English fluently.

- b) Demonstrated ability to exercise sound judgment.
- c) Documented mechanical background to perform the required vehicle repairs.
- d) Have a current Class "E" or higher (Tow operator) Driver's license in accordance with the Florida Motor Vehicle Code. The Vendor is responsible for ensuring the Service Patrol Operators maintain current and valid licensing requirements throughout the term of the contract.
- e) Minimum age of eighteen (18) years old.
- f) Verification of "Safe Driving Record."
- g) References which have been verified by Vendor Supervisory personnel or a service paid for the purpose.
- h) The results of driving record and criminal background checks.

#### **Driving Record and Criminal Background Checks:**

The Vendor will conduct and provide the Department with copies of driving records and criminal background checks for all employees of the contract at contract begin date and as new employees are hired. Copies shall also be provided when requested by the Department throughout the term of the contract.

The Department's Project Manager may have the Vendor conduct additional checks on approved drivers at any time during the term of the contract. The Vendor shall pay for all costs associated with this task.

- a) The Vendor shall furnish to the Department the name, date of birth, social security number and address of all applicants for employment on this contract.
- b) Criminal record checks shall go back to the employee's date of birth.
- c) The Department's Project Manager may have one or more of the following conduct driving and criminal background checks on the applicant(s): Florida Department of Law Enforcement, the FHP, the Department or other authority approved by the Department at the expense of Vendor.
- d) Drivers/Operators shall have a safe driving record, in accordance with FDOT "Driver's Records Requirements" procedure (topic number 250-000-010), prior to beginning operations.
- e) The Vendor shall provide the Department with updated Service Patrol Operator driver's license checks every six (6) months.

#### **OPERATOR SECURITY CLEARANCE FOR USE OF SLERS**

All Road Ranger Operators shall have JTF Security Clearance checks processed yearly by the Florida Highway Patrol and the FDOT Program Manager. If this yearly check results any of the JTF Security Clearance Denial Reasons, the **Department** reserves the right to remove the Road Ranger Operator from the Road Ranger Program immediately. If further investigation has determined a mistake in the JTF Security Clearance check, the Road Ranger Operator shall be eligible to re-apply to the Road Ranger Program.

Potential Security Clearance Denial Reasons may include:

- 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 (3) years.
- The applicant's driver license is currently suspended or revoked for any reason.
- 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 Homeland Security intelligence information for the applicant.
- At the discretion of the Security Manager based on any other adverse information regarding the applicant.

If a Road Ranger operator's security clearance is denied based on any of the above denial reasons, they may be disqualified as an applicant for the Road Ranger Program.

## **25. DRIVER / OPERATOR CONDUCT AND GROOMING**

- a) The Drivers/Operators shall be professional and courteous at all times, shall exercise good sound judgment in carrying out their duties and shall conduct themselves in such a manner that will reflect favorably upon the Department.
- b) Drivers/Operators shall wear clean uniforms at the start of each shift. All uniform items shall be maintained in good repair and appearance. Uniforms shall consist of:
  - Uniform style shirts with collars as approved by the Department. Undershirts, if worn, shall not have printing or pictures which show through the outer shirt.
  - Each uniform shirt shall have a "SunGuide" emblem and a DOT RR emblem (specific dimensions, locations for and types of emblems, colors, etc., will be provided to the Vendor by the Department). No other emblems, patches, Vendor's names, or logos will be permitted, unless authorized by the Department.
  - Shirts shall have a FDOT RR Patch on the left shoulder and a D2 SunGuide patch on the right shoulder.
  - Shirts must be tucked into trousers at all times.
  - Dark Blue / Navy uniform work trousers (no jeans or cutoffs), belted (black).
  - If a cap is worn, it must match the uniform pants and be without adornment, lettering or patches unless specifically approved by the Department. The FDOT approved reflective safety cap is acceptable.

- Black steel-toed shoes with laces.
  - If jacket is worn, it must match the trousers and be without ornamentation.
- c) Service Patrol Operators shall be well groomed, clean, with neatly trimmed hair, and have no offensive body odor or visible offensive tattoos. Beards and mustaches shall be clean and neatly trimmed.
- d) Service Patrol Operators shall display clearly visible picture identification over their left breast.

**Alcohol/Drugs:**

- a) Service Patrol Operators shall not have the smell of alcohol, be intoxicated or 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.
- b) The Vendor shall never allow a Service Patrol Operator to work under this contract if they feel he/she is impaired in any way.
- c) No smoking will be allowed in Service Patrol vehicles.
- d) If the Vendor determines that a Service Patrol Operator reported for work or was working while in violation of any part of this section, they shall immediately and permanently remove the Service Patrol Operator from eligibility to work under this contract.

**26. TRAINING AND CERTIFICATION REQUIREMENTS FOR SERVICE PATROL OPERATORS**

All Service Patrol Operators shall obtain the following training and certifications within sixty (60) calendar days from the date of contract award. The cost for training and licensing operators is the responsibility of the Vendor.

**Certification and Training in CPR.**

**Certification and training in Basic First Aid.**

**Basic Maintenance of Traffic (MOT) Training:**

Service Patrol Operators are required to have training on Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) involving setting up maintenance of traffic (MOT). This "Utility" Level shall be obtained from a firm or individual certified to teach the "Utility Level" MOT Training Course.

- a new employee is not able to immediately attend MOT training, then the Vendor shall show them a training video in conjunction with hands-on training to ensure that the new employees understand the basic safety principals of MOT.
  - This process shall only be used to temporarily satisfy this requirement for new employees until the operator can attend the required training.
- b) The actual required certification/training shall be completed within the first 60 days of employment.
- c) Service Patrols Operators are required to attend a refresher MOT course annually.
- d) The Vendor shall ensure that all Service Patrol Operator Certifications remain valid for the duration of the contract. Under no circumstances shall a Service Patrol Operator be allowed to operate under this Contract if their various mandatory certifications / training have expired.



- e) If the Vendor chooses to do their own training, the trainer(s) must be fully certified and licensed (if required) to conduct the training.
- f) The Vendor shall maintain a current listing, by Service Patrol Operator names, documenting the types of training received, date training was received, the date training / certification expires, location of training and instructor's name.
  - The list shall be provided to the Department or designee each quarter of the calendar year, beginning with the effective date of this Contract.
- g) Special Training - The Department may identify "Special Training" at a time after the start date of this contract. If the Department requires the Road Rangers to attend "Special Training"/meetings that are not specified in this contract, then the Department will pay all charges through a Letter of Authorization.

**27. MINIMUM PAY RATE FOR SERVICE PATROL OPERATORS**

- a) The Vendor shall be required to compensate all Service Patrol Operators working under this contract a minimum wage of ten dollars (\$10.00) per hour. Any increases to the wage rate shall be solely at the discretion and expense of the Vendor. Contract wage rates shall not increase to offset any wage rate increases.
  - Proof of compliance shall be made available for review by the Department.
- b) The Vendor shall be required to initiate a Service Patrol Operator hiring and retention program that will be reviewed by Department's Project Manager on a quarterly basis.

**28. SERVICE PATROL OPERATOR DUTIES AND RESPONSIBILITIES**

The Service Patrol Operator shall perform the following duties and responsibilities in an efficient and professional manner.

- a) Patrolling - Continuously patrol the designated areas in continuous loops seeking disabled vehicles, stranded motorists, debris in the roadway, spilled loads, vehicle crashes, obstructions to traffic and other potential hazards.
- b) Service Patrol Operators shall not use road shoulders during normal patrolling. Using due care and at a reasonable a prudent speed, Service Patrol Vehicles may use the road shoulder when responding to a specific emergency request, if it allows them to reach the destination faster.
- c) Any path or maneuver contrary to law or this contract must be cleared by law enforcement and Service Patrol Operators shall comply with lawful orders of Law Enforcement.
- d) If necessary, when responding to crashes or other incidents, the Service Patrol Operator shall communicate to the Law Enforcement officer at the scene the need to gain access to the scene.
- e) All inquiries into controversies shall be handled by the Department's Contract Manager.
- f) Service Patrol Operators shall use their horn and/or air horn when necessary to alert drivers.

**Clearing and Clean Up:**

- a) Clear lanes of all disabled vehicles encountered in the Road Rangers' Service Patrol Sector.
- b) Remove small non-hazardous debris from the roadway and paved shoulder area and place in areas for

collections by the Vendor's pickup truck.

- c) Notify the Department of any debris or obstructions on the roadway or paved shoulder area too large for the Service Patrol Operator to remove or move with assistance from another Service Patrol Operator.

**Notifications:**

Notify the Department TMC or Project Manager for the following:

- a) Accidents, emergencies, law enforcement situations, or responding to directives given by external agencies outside the scope of the contracted services.
- b) Verified fires that will impact traffic and lane blockage. Also notify the local fire department.
- c) Large spilled loads or large debris, or in other situations as appropriate.
- d) Notify the Department Maintenance Yard for spilled loads or large debris or incidents requiring advanced maintenance of traffic (MOT) or roadway repairs.
- e) All major incidents or accidents resulting in road or lane closures of more than one (1) hour.
- f) Any road damage or other damage needing repair.

**Advice to Motorists:**

Motorists shall be initially advised, prior to providing services, of the following:

- a) That moving, fueling, servicing their vehicle or calling a towing service is being provided FREE of charge as a courtesy by Florida Department of Transportation.
- b) Once the vehicle is cleared from the travel lanes, Service Patrol Operators may only attempt minor repairs not to exceed approximately fifteen (15) minutes.
- c) Should repairs not prove possible within the fifteen- minute time frame criteria due to their complexity, the motorist shall be allowed a minimum of three (3) telephone calls using the Service Patrol Vehicle's cellular telephone to make arrangements for further service, towing, or transportation.
- d) All costs for further service, towing or transportation must be paid by the motorist. This DOES NOT include services provided by the on-call tow truck.
- e) The Service Patrol Operator shall never comment on the quality or lack of quality of any repairs or work done by dealerships or garages. 27
- f) In no event shall the Vendor or Service Patrol Operators provide or recommend any towing, repair service or facility.

**Assistance to Motorists:**

The Service Patrol Operators shall provide prompt, courteous and skillful assistance to motorists as follows:

- a) Move the disabled vehicle from traffic lanes, either pushing or towing.

- b) Change flat tires.
- c) Provide jump-starts.
- d) Provide up to one (1) gallon of eighty-nine (89) octane unleaded fuel to motorist enabling them to reach the closest fueling location.
- e) Provide up to one (1) quart of SAE thirty (30) grade motor oil.
- f) Provide water for radiators and / or chilled bottled water for drinking.
- g) Assist motorist with mechanical failures and perform minor repairs where feasible (maximum fifteen (15) minutes).
- h) Never leave a motorist stranded with a disabled vehicle in a potentially unsafe or dangerous location on the roadway. Make a concerted effort to remain with motorists in dangerous environs until help arrives or they can be relocated to a safe area.
- i) **The Vendor or Service Patrol Operators shall not charge any fees, accept ANY gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of employee and possible cancellation of this contract.**

#### **Disabled Vehicles:**

- a) The Service Patrol Operator shall offer its services to all stranded motorists. Disabled vehicles shall be removed from the travel lanes to the road shoulder, with the least practical delay.
- b) Should a motorist refuse to allow a disabled vehicle to be cleared from the travel lanes, the Service Patrol Operator shall contact the FHP and the TMC for assistance, and shall remain on the scene until FHP or Law Enforcement personnel arrives.
  - The Service Patrol Operator shall provide the motorist with a copy of the Florida Statue 316.061 card informing them that they may be cited for a non-moving violation, punishable as provided in chapter 318.
- c) The Service Patrol Operator shall not attempt to move such disabled vehicles where injuries or fatalities are involved until directed to do so by authorized Law Enforcement personnel.
- d) All disabled vehicles that are relocated shall be parked with the wheels turned away from the roadway and the parking brake set if possible.

#### **Abandoned Vehicles:**

- a) When an abandoned vehicle is observed, the Service Patrol Operator shall contact the FHP/TMC to report the vehicle's location, make, color, and body type, license plate number and whether or not it is impeding traffic. The Operator shall tag the vehicle with a comment card depicting the time/date the vehicle was discovered.
- b) If the abandoned vehicle is impeding traffic or is considered to be a potential safety hazard, the Service Patrol Operator shall call the FHP via the TMC to report the vehicle location and request to move the abandoned vehicle.

#### **Crashes:**

- a) The Service Patrol Operator shall call the FHP or local Law Enforcement, Fire and ambulance assistance as necessary at crash scenes and shall remain at the scene until the appropriate assistance arrives.

- b) The Service Patrol Operator shall follow all directions of Law Enforcement personnel.
- c) The Service Patrol Operator is not to question or complain to Law Enforcement personnel directly, but shall inform the Department's Contract Manager of any incident where there is a difference of opinion, procedure or conflict with policies.
- d) The Service Patrol Operator shall protect crash scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, arrow boards, and assisting in traffic control.

**Assistance to Law Enforcement Personnel:**

- a) The Service Patrol Operator shall promote good will and cooperation while rendering assistance and shall follow the instruction of and obey the orders of Law Enforcement Personnel.
- b) Any reasonable request by Law Enforcement Officials to provide assistance outside of the designated patrol highways shall be honored. The Operator must notify the TMC if additional vehicles/hours beyond the normal route were required.

**Moving Disabled Vehicles from Traffic Lanes:**

Service Patrol Operators shall utilize all safety precautions, procedures and appropriate methods when moving (pushing or towing) disabled vehicles from traffic lanes.

- a) Vehicles disabled due to crashes without injuries or fatalities shall not be moved without permission of the driver, except when directed by employees or agents of the Department, Law Enforcement Officials or the Expressway Authority (Florida Statute 316.061).
- b) Drivers of vehicles involved in crashes without injuries or fatalities who refuse to allow their vehicle to be moved, shall be provided a copy of the Florida Statute that states, "The vehicle shall be moved out of the travel lane if the vehicle can be moved."
- c) If the crash involves an injury or fatality, the vehicles shall not be moved until directed by Law Enforcement Officials.
- d) Disabled vehicles on roadways or bridges without shoulders or sufficiently wide emergency lanes shall be pushed or towed to a safer location off the next exit ramp or an alternate location off the bridge or main traffic lanes/ramp within approximately 0.80 km (1/2 mile) of the exit.

**Transporting People:**

- a) If vehicle assistance or towing services cannot be obtained for a motorist(s), the Service Patrol Operator shall contact the TMC and Vendor's Main Office or Supervisor to request authorization to transport the person(s) to the nearest exit ramp or facility with available communications.
- b) Immediately prior to the beginning and at the completion of the transport, the Operator shall contact the TMC with the location and mileage.

**Animals :**

After clearing the travel lane, the Service Patrol Operator shall call the Department to report the location, type, and condition of injured or dead animals. Should a Service Patrol Operator find a live animal in an unoccupied vehicle, they shall notify the TMC to request assistance from FHP.

**29. SAFETY RULES AND GENERAL REGULATIONS**

Service Patrol Operators shall exercise safety and caution at all times and shall obey the following safety rules and general regulations:

- a) Inspect and document assigned Service Patrol Vehicles at the beginning of each shift, and take action as necessary to ensure that they are in compliance with all specifications and requirements of this contract.
  - b) Keep all communications radios, monitors and cellular phones “on” and the volume up”.
  - c) Remain on their assigned Patrol Route and depart from the Patrol Route only as described in this contract.
  - d) Obey all traffic laws.
  - e) Wear seat belt / safety belt / shoulder harness at all times when operating the vehicle.
  - f) Smoking is not allowed in the Service Patrol Vehicle.
  - g) Stop on Interstate/ramps/shoulders only to service an incident. Record details of an incident off the Interstate travel lane.
  - h) Never push a vehicle in a direction that obscures visibility. Such vehicles shall be towed.
  - i) Contact the Florida Highway Patrol, the Department of 511 when appropriate.
  - J) Do not carry firearms or other weapons either on their persons or in the Service Patrol Vehicle.
  - k) Use flashing light bars in conformance with the Florida Motor Vehicle Code and only in the following circumstances:
    - When merging, exiting from traffic lanes or slowing to make a stop at an incident site.
    - To warn traffic when performing services specified herein.
- The use of red or blue flashing or revolving lights or police sirens is prohibited under this contract and is grounds for immediate termination.
- l) Vendor-provided Class Three, orange safety vests, with or without sleeves, are to be worn at all times while assisting motorists or conducting any business on any roadway or shoulder.
    - Vests shall be approved by the DOT, and shall meet and be labeled as meeting ANSI/ISEA 107-2004 Standard. Vests shall be replaced immediately if damaged or visually faded/discolored.
  - m) The Vendor shall provide the Service Patrol Operator appropriate rain gear with “ROAD RANGER,” in large block letters, in a contrasting color, imprinted on the back of the rain coat / jacket.
    - Rain gear shall meet and be labeled as meeting Class Two, ANSI/ISEA 107-2004 Standard. Only this type of rain gear shall be worn when operating under this contract.

### **30. AUTHORIZED LEAVE FROM SERVICE PATROL ROUTE**

Service Patrol Vehicles shall not leave their designated Service Patrol Sector without authorization from the Vendor or the Department.

### **31. AUTHORIZED SERVICE PATROL VEHICLE STOPS**

Service Patrol Operators shall not stop continuous patrolling of their designated Patrol Routes without authorization of the Department. Authorized stops shall include, but are not limited to:

- a) Assisting stranded motorist(s) with minor repairs.
- b) Removing disabled vehicles from travel lanes.
- c) Removing small spills (non-hazardous) and debris from the travel lanes.
- d) Assisting Law Enforcement Officials with crash site traffic management.
- e) The initial check of “abandoned” vehicles to confirm that the vehicle is without occupants or animals that may be sick, injured or deceased.
- f) Restroom breaks for fifteen (15) minutes or meal for thirty (30) minutes.
  - Only one restroom break may be taken per four-hour work period. Breaks shall not be taken between 7:00 A.M. - 9:00 A.M. and 4:00 P.M. - 6:00 P.M. on any working day and only one per four (4) hour work period.
  - Rest and meal periods shall be postponed or interrupted by the Department if the services of the Service Patrol Operator are needed.
- g) Completing Road Rangers Service Patrol Log for five (5) minutes.
- h) Re-fuelling Service Patrol Vehicle.
- i) Assisting the Department or its Vendors with Incident Management.

### **32. FLORIDA HIGHWAY PATROL TOWING SERVICE ROTATION SYSTEM**

If a motorist does not request a specified towing service, repair facility, or individuals to assist them, the Service Patrol Vehicle Operator shall contact FHP directly, via the TMC or Department to request that towing service be provided through the FHP towing service rotation list.

- a) Apparent deviations from this requirement will be investigated by the Department.
- b) Assertions that the owner “requested” a wrecker owned by the Vendor could be construed to fall into the category of “towing” by the Road Ranger, especially if “charges” were or could have been collected by the driver/operator.

### **33. COMMENT CARDS (RESPONSE FORM) OTHER PRINTED MATERIAL**

The Vendor shall be responsible for all costs associated with the printing and distribution of a postage-paid Comment Card bearing a designated return address. Cards will have a “bubble” section to be completed by the Service Patrol Operator.

- a) Using a format approved by the Department, the Vendor shall have prepared one thousand (1,000) Comment Response Cards prior to beginning Road Rangers Service Patrol activities.

- b) The response cards shall be obtained from PRIDE by the Department. The Vendor shall be responsible for payment to PRIDE directly.
- c) The Service Patrol Operator shall provide a postage-paid Comment Card to every individual receiving assistance (one person per vehicle).
- d) Thereafter, the Vendor shall print, furnish and provide first class postage for a minimum of nineteen thousand (19,000) Comment Cards annually.
- e) The Vendor shall notify the Department when they have distributed fifteen thousand (15,000) Comment Cards.
- f) The Vendor shall be responsible for ensuring that each active Service Patrol Vehicle is supplied with an adequate number of blank cards at all times.
- g) The Department may require the Vendor to distribute other printed material to motorists, such as maps or safety information.

#### **34. SERVICE PATROL DRIVER / OPERATOR LOGS**

- a) Service Patrol Operators shall maintain "Road Rangers Service Patrol Operations Logs" which shall be completed and submitted daily at the end of the Operator's shift to the Vendor's Lead Supervisor.
- b) Road Rangers Service Patrol Logs shall reflect the data shown in Appendix "C" of this Contract.
- c) The Department reserves the right to change the data required or the method of collection and reporting at any time.

#### **35. DISPOSAL OF DEBRIS**

- a) The Vendor shall dispose of debris and materials gathered during patrolling rounds and generated during incidents in a safe and appropriate manner and in accordance with local ordinances and regulations.
  - No debris shall be left on bridges or median shoulders by barrier walls.
  - Appropriate containers shall be used for collected materials
- b) The Vendor shall not be required to handle hazardous material, but shall be responsible to report hazardous material as defined in the DEP spill agreement or to assure the proper agency is made aware.

#### **36. DAMAGE TO MOTORIST PROPERTY**

- a) The Vendor shall bear the cost of repair for any damage caused by negligence of the operator to the Department's or a motorist's property while performing service under the Contract.
- b) The Vendor shall notify the Department, in writing, of any and all "claims" of injury or damage by the Vendor within twenty-four (24) hours of the claim being made.

#### **37. INSURANCE**

In addition to the general liability insurance required as referenced in Section 4 of the Standard Written Agreement, the Vendor shall maintain the following insurance policies throughout the term of the contract according to the minimum limits set forth below. Each policy shall be in the name of the Vendor and shall include coverage for towing and storage. All insurance policies shall be with insurers qualified and licensed to do business in the State of Florida.

- a) Vendor shall have and keep in force during the period of this Agreement an Automobile Liability Insurance which provides coverage in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) combined single limit per occurrence for bodily injury and property damage arising or occurring in connection with the use of an automobile by the Vendor or any Person on behalf of the Vendor in connection with Services provided pursuant to this Agreement..
- b) The Vendor must carry and keep in force during the period of this Agreement a Garage Keepers legal liability insurance policy or policies with a company or companies authorized to do business in the state of Florida, covering customer vehicles in the Vendor's Care Custody and Control in an amount of at least sixty thousand dollars (\$60,000.00) per loss, covering perils of fire and explosion; theft of a vehicle, its parts or contents; riot and civil commotion; vandalism; malicious mischief; and damage to a vehicle in tow.
- c) All insurance policies shall be with insurers qualified and licensed to do business in the State of Florida. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Department. Ten (10) days notice of cancellation for nonpayment of premium.
- d) The Department shall be exempt from and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor and/or subcontractor providing such insurance.
- e) The following minimum levels of combined bodily injury liability insurance and property damage liability insurance acquired by section 627.7415, Florida Statutes, in addition to any other insurance coverage as required by the contract:
  - Fifty-thousand dollars (\$50,000.00) per occurrence for a wrecker with a gross vehicle weight of less than thirty-five thousand (35,000.00) pounds.
  - The insurance coverage required shall include those classifications listed in standard liability manuals, which most nearly reflect the operations of wrecker operators.
  - The wrecker operator shall furnish certificates of insurance to the Contract Administrator prior to the execution of the contract, and after those thirty (30) days prior to the expiration dates of the policies. The certificates shall clearly indicate that the wrecker operator has obtained insurance of the type, amounts and classifications required for compliance with this section and that no material change or cancellation of the insurance shall be effective without thirty (30 ) days prior written to the FDOT Contract Administrator.

### **38. SPONSORSHIPS**

The Vendor shall not enter into any sponsorship agreements, formal or informal, relating directly or indirectly to the Road Ranger Service Patrol Contract, without the specific, expressed, formal, written approval of the Department.

### **39. FUEL PRICE ADJUSTMENT**

The Department recognizes the volatility of fuel prices and the difficulty inherent in attempts to predict fuel costs and recognizes it is in the best interests of the Department and the Vendor to establish an initial base fuel price and, if necessary, make periodic adjustments during the term of the Contract. The Department is, therefore, establishing a "Fuel Cost Adjustment" in this Contract that will have the following effects:



- a) When fuel prices increase, within the formula's parameters, then the Vendor will be reimbursed for the increased costs.
- b) When fuel prices decrease, within the formula's parameters, the reimbursement to the Vendor will be lowered accordingly.

**Base Fuel Prices:**

Base fuel price will be calculated using a cost average of the dates from 1/1/06 to 11/30/06 as provided in the <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp> website.

- a) The base fuel price for this Contract shall be the current market prices plus 10%.
- b) The base usage per vehicle / per hour for this contract is:
  - Gasoline – 3.0 gallons per hour.
  - Diesel Fuel – 2.0 gallons per hour.

The base per vehicle / per hour usage may be recalculated by the Department, at any time; however the decision to do so is solely the Department's. Calculations will be made using mileage and idle rates approved by the Department.

**Annual Fuel Cost Review:**

The Department will review fuel prices annually to determine if there is a significant change (+/- 20%) in the base price of fuels. The calculation will be done separately for Gasoline and Diesel Fuel

**Method of Computation:**

The Department price adjustments due to fuel cost increases or decreases shall utilize the Federal Government's Official US Energy Information Administration website ([www.eia.doe.gov](http://www.eia.doe.gov)).

On the web page, "Gasoline and Diesel Fuel Update for the Lower Atlantic States in the categories of "Regular Gasoline-Conventional Area" and "Retail on-highway diesel-Conventional Area."  
<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>.

- a) The average price will be compared to the average price from the previous contract year.
- b) If the average price has not increased or decreased by more than 20%, there will be no change in the reimbursement rate.
- c) If the change is greater than 20% (+/-), then the Department will adjust the reimbursement rate to the closest full percent (%).
- d) The actual adjustment will be calculated by subtracting the base rate from the adjusted rate, and multiplying the result by the gallons of consumption per hour / per vehicle and multiplying that result by the total vehicle hours for the month (invoice period).

**Example:**

- \$2.90 per gallon (new average) – 2.20 per gallon (gasoline base cost) = .70 per gallon difference
- .70 / \$2.20 = 31.82% which is >20% so it qualifies for adjustment
- .70 (adjustment amount) \* 3.0 (gallons per hour/per vehicle-gasoline) = 2.1 adjustment per hour

Sample invoice for a total of 4464 hours (six vehicles 24/7 for 31 days) \* 2.1 (adjustment per hour) =

\$9,374.40 fuel adjustment for the month.

Should the new adjusted amount be lower than the previous year, the total amount will be deducted from the monthly invoice.

#### **40. LIQUIDATED DAMAGES**

The Vendor's performance and compliance with the Scope of Services shall be evaluated periodically by the Department. If the Vendor does not meet or exceed the performance standards established herein, the Department shall reserve the right to assess the Vendor "Liquidated Damages" that shall be deducted from the monthly Vendor invoice. Vendor shall be notified, in writing, of the date and nature of the infraction prior to invoice reduction.

The infractions that shall activate the invoice payment reductions for liquidated shall include, but are not limited to:

- a) Tampering, removing, disengaging or disabling AVL (GPS) components - \$500.00 per occurrence per day.
- b) Tampering, removing, disengaging or disabling SLERS components - \$1000.00 per occurrence.
- c) Tampering, removing, disengaging or disabling Laptop (PC) components - \$500.00 per occurrence.
- d) Improper communications on SLERS - \$500.00 per occurrence
- b) Unauthorized Sponsorship- \$500.00 per day until the sponsorship is terminated.
- c) Not disposing of debris in legal manner - \$100.00 per occurrence.
- d) Improperly licensed driver - \$100.00 per occurrence.
- e) Not providing proof from a licensed medical practitioner that all Operators are drug free in accordance - \$100.00 per occurrence/per operator.
- f) Safety violation by Operator/Driver (examples: not wearing/using safety equipment, careless operation of the vehicle, etc.) - \$100.00 per occurrence.
- g) Loss of Identification Card - \$50.00 per occurrence.
- h) Service Patrol Vehicle Operators not patrolling their beat in a continuous loop - \$100.00 per occurrence/per day.
- i) Service Patrol Vehicles not equipped with vehicle logos - \$100.00 per occurrence/per day
- j) No cellular telephone or inoperative cellular phone - \$100.00 per occurrence/ per day.
- k) Unauthorized leave of Service Patrol Vehicle from Service Patrol beat - \$100.00 per occurrence /per day.
- L) Sleeping on Duty - \$100.00 per occurrence
- m) Not deploying the backup vehicle within thirty (30) minutes from the breakdown of the regular vehicle - \$100.00 per occurrence and in combination with number 14.5.3.1, \$50.00 per hour until vehicle is made available,
- n) Failure to comply with training requirements as specified in this contract - \$50.00 per day/per employee for each day out of compliance.
- o) If at any time a Service Patrol Vehicle and Operator are unavailable for routine beat patrol- \$50.00 per hour, for each hour service is not provided.
- p) Failure to change shifts within the allotted thirty (30 ) minutes - \$50.00 per occurrence/per unit.
- q) Failure to have specified equipment or other specified items on truck (per truck, per incident) - \$50.00 per occurrence/per day.
- r) Not maintaining the interiors and exteriors of Service Patrol Vehicles neat and clean, as described in this Contact - \$50.00 per occurrence/per day.
- s) Not submitting documentation of monthly Service Patrol Vehicle Inspections - \$50.00 per occurrence.
- t) Incomplete Service Patrol Operations Logs - \$50.00 per occurrence/per day
- u) Improper uniforms - \$50.00 per occurrence / per day.

The list above is not inclusive of all chargeable liquidated damages. For any liquidated damages not listed above, the Department shall assess liquidated damages between the amounts of \$50.00 and \$500.00 depending on the severity of the infraction.

The reduction in payment as described herein on some infractions shall continue to be applied daily until the Vendor complies with the terms and conditions of the contract. It shall be the Vendor's responsibility to notify the Department when in compliance.

Application of liquidated damages shall not waive the Department's right to terminate the Agreement in the interest of the Department.