

EXHIBIT A

SCOPE OF SERVICES

ROAD RANGER SERVICES FOR DISTRICT TWO

Table of Contents

| | | |
|-----|---|----|
| 1. | OBJECTIVE | 4 |
| 2. | DEFINITIONS | 4 |
| 3. | SERVICES TO BE PROVIDED BY CONTRACTOR..... | 6 |
| 4. | GENERAL CONTRACT REQUIREMENTS – PERFORMANCE CONTRACT..... | 7 |
| 5. | LANGUAGE / VERBAL COMMUNICATIONS | 7 |
| 6. | PROJECT AREA..... | 7 |
| 7. | CONTRACTOR’S SUPERVISOR..... | 7 |
| 8. | EMERGENCY AND OTHER SERVICES..... | 8 |
| 9. | SERVICE PATROL HOURS OF OPERATIONS..... | 9 |
| 10. | SERVICE PATROL SHIFTS | 9 |
| 11. | SHIFT CHECK-ON / OFF LOCATIONS AND RE-FUELING /RE-EQUIPPING LOCATIONS | 10 |
| 12. | SERVICE PATROL ROUTES..... | 10 |
| 13. | ROUTE ADJUSTMENTS..... | 10 |
| 14. | SERVICE PATROL VEHICLE ASSIGNMENTS | 11 |
| 15. | SAFE TOW SPECIFICATIONS..... | 12 |
| 16. | EMERGENCY RESPONSE SERVICE..... | 12 |
| 17. | SERVICE PATROL VEHICLE MINIMUMS AND REPLACEMENT REQUIREMENTS | 13 |
| 18. | SERVICE PATROL VEHICLE LOGOS AND MARKINGS | 14 |
| 19. | TOW TRUCK VEHICLE SPECIFICATIONS..... | 16 |
| 20. | PICKUP TRUCK VEHICLE SPECIFICATIONS..... | 17 |
| 21. | AUTOMATIC VEHICLE LOCATION (GPS) SYSTEM | 17 |
| 22. | COMMUNICATIONS EQUIPMENT REQUIREMENTS | 18 |
| 23. | SERVICE PATROL VEHICLE ACCESSORIES / PARTS / TOOL BOX REQUIREMENTS | 19 |
| 24. | MAINTENANCE OF SERVICE PATROL VEHICLES | 20 |
| 25. | SERVICE PATROL VEHICLE INSPECTIONS | 20 |
| 26. | SERVICE PATROL OPERATOR REQUIREMENTS..... | 21 |
| 27. | DRIVER / OPERATOR CONDUCT AND GROOMING | 23 |
| 28. | TRAINING AND CERTIFICATION REQUIREMENTS FOR SERVICE PATROL OPERATORS..... | 24 |
| 29. | MINIMUM PAY RATE FOR SERVICE PATROL OPERATORS | 25 |
| 30. | SERVICE PATROL OPERATOR DUTIES AND RESPONSIBILITIES | 26 |
| 31. | SAFETY RULES AND GENERAL REGULATIONS..... | 30 |
| 32. | AUTHORIZED SERVICE PATROL VEHICLE STOPS..... | 31 |
| 33. | FLORIDA HIGHWAY PATROL TOWING SERVICE ROTATION SYSTEM..... | 31 |
| 34. | COMMENT CARDS (RESPONSE FORM) OTHER PRINTED | 31 |

| | | |
|-----|--|----|
| 35. | SERVICE PATROL DRIVER / SPARR OPERATOR LOGS..... | 32 |
| 36. | DISPOSAL OF DEBRIS..... | 32 |
| 37. | DAMAGE TO MOTORIST PROPERTY | 32 |
| 38. | INSURANCE | 32 |
| 39. | SPONSORSHIPS..... | 33 |
| 40. | FUEL PRICE ADJUSTMENT..... | 35 |
| 41. | LIQUIDATED DAMAGES | 36 |

1. **OBJECTIVE**

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

The Road Ranger Service Patrol (RRSP) shall proactively assist in the Traffic Incident Management Program and FDOT’s District Two Regional Transportation Management Center (RTMC) 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 to the FDOT RTMC. This RRSP 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.

The Contractor shall represent the Department in 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 Contractor.

2. **DEFINITIONS**

- a. **ARTERIAL SAFE TOW:** To remove stranded vehicles on arterials to nearest safe location per request from Law Enforcement 24/7.
- b. **Class A Tow:** To be used for the removal of cars, light duty trucks or vehicles weighing 10,000 pounds gross vehicle weight - GVW or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 10,000 pounds GVW with a boom and winch(es) having a manufacturer's combined rating of at least 4-ton capacity mounted on the chassis. In addition, operators who wish to remove cars and light trucks may use Roll-Back or Slide-Back carriers.
- c. **Class C Tow:** To be used for the removal of heavy duty trucks, house trailers, buses, etc., weighing over 20,000 pounds GVW. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 30,000 pounds GVW and 50,000 pounds GVW for tandem axle trucks with a boom and twin winches having a manufacturer's combined rating of at least 25-ton capacity mounted on the chassis.
- d. **Contractor:** The party with whom the Department has entered into a formal contract document. Also referred to as “Vendor.”
- e. **Day:** A calendar day, unless otherwise specified.
- f. **Department Divisions:** Traffic Operations Office, Intelligent Transportation Systems (ITS) Office, Traffic Incident program, FDOT Maintenance Yards, and Regional Transportation Management Center (RTMC).
- g. **Expendable Supplies:** Expendable Supplies, include, but is not limited to,

items given at no cost to motorist or emergency responders such as drinking water, flares, etc.

- h. **Florida Highway Patrol (FHP):** A State of Florida law enforcement division under the Department of Highway Safety and Motor Vehicles.
- i. **Law Enforcement:** For purposes of this solicitation, law enforcement shall refer to Federal and Florida municipal, county and state entities performing enforcement duties related to public law.
- j. **MOT:** Maintenance of Traffic. Providing Temporary Control, in this case at a highway incident scene, to protect incident responders and motorists both within the incident scene and hose passing through the scene.
- k. **Regional Transportation Management Center (RTMC):** A multi-agency dispatch center and communications facility housing the Department, RTMC Operators and Supervisors. This facility is used for dispatch, communications, traffic monitoring and management for traffic incidents on the freeways and arterial roadway.
- l. **Road Ranger:** Contractor personnel that patrols specifically defined routes on Florida's State Highway System to aid in incident response, quick clearance, motorist safety and providing assistance to motorist(s) who are in need. (Note: The terms "Road Ranger," and "Service Patrol Operator" are intended to be used interchangeably.)
- m. **Road Ranger Program:** A no-cost service provided to motorists by the Department of Transportation and its partners. More information on this program may be found at:

http://www.fdot.gov/traffic/traf_incident/rrangers/rranger.shtm
- n. **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.
- o. **Safe Tow:** As part of the "Open Roads Policy" we provide state road vehicle removal services to motorists impeding traffic. This is at no cost to the motorist. A Class A or C wrecker can be used to improve scene and operational safety by moving those vehicles in a dangerous location to the next safest location. This does NOT replace Law Enforcement's wrecker rotation.
- p. **Service Patrol Vehicle:** The Contractor's designated vehicle to provide the services described herein. (Note: The terms "Service Patrol Vehicle" or "Vehicle(s)" are intended to be used interchangeably.)
- q. **Sponsorship:** An agreement with a private enterprise that provides program funding in exchange for marketing and advertising opportunities.

- r. **Statewide Law Enforcement Radio System (SLERS):** A single unified digital radio network that meets the radio voice communication needs of state law enforcement and other participating agencies throughout the state of Florida.

3. SERVICES TO BE PROVIDED BY CONTRACTOR

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

Service Patrols shall assist the Florida Highway Patrol, Sheriff's Office, Fire/Rescue, and the Department's maintenance personnel during incidents. All Service Patrol operators shall have a basic knowledge and recognition of hazardous materials whereby they will immediately report spills to the RTMC Operators.

Services to be provided, shall include, but are not limited to, providing Service Patrols for Interstate 295, Interstate 95, Interstate 10, Interstate 75, J. Turner Butler Boulevard, 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 Contractor 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: The Contractor 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 practice a drug-free work environment program in accordance with section 287.087, Florida Statutes (F.S.), and consistent with their signed drug-free workplace affidavit.

The Contractor shall provide proof, by a licensed medical practitioner or technician that all operators are drug free (in accordance with Section 112.0455, Florida Statutes) prior to beginning operations, and additional testing will be in concurrence with Department Topic No. 001-250-013, Drug-Free Workplace and Testing Policy, and at a minimum of every six (6) months.

Supervisor:

- 1. High level responsibilities for Road Ranger program, including:
 - a. Human Resource Management
 - i. Hiring
 - ii. Firing

- iii. Discipline
 - b. Addressing Public Inquiries
 - c. Coordination with Department's Road Ranger Project Manager
 - d. Road Ranger Incident Command and Control
2. Use of computer software and applications, including:
 - a. Windows operating systems
 - b. E-mail software
 - c. Smartphone applications
 3. Coordination and execution of Road Ranger Safety Training Program
 4. Training for State Law Enforcement Radios (SLERS)

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 40, "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 project spans the District Two interstate system. During the life of the Contract, the service area may be expanded to include 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. CONTRACTOR'S SUPERVISOR

The Contractor shall identify a Supervisor(s) 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 Contractor's office and available, on an on-call status to assist individual operators as-needed, and to re-supply expendable supplies or vehicle replacement, and shall be capable of replacing an 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 AND OTHER SERVICES

a. 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).

b. Other Services

Service Patrol Operators may be required to attend expositions, safety events and meetings. The Department will provide advance notice of such advance to the Contractor in writing.

The Department also reserves the right to assign the Service Patrol Operators to duties that are consistent with those outlined in this Scope including emergency services.

c. Traffic Incident Management (TIM) Team

The Contractor and/or designee shall attend and participate at the bi-monthly First Coast or Alachua/Bradford 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: Work hours will be a minimum of 12 hours a day. 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. Safe tow/arterial safe tow operation will be 24/7.

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 of a traffic incident, or as directed by FHP or the Department, shall be called in for approval from the RTMC Supervisor or 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 Contractor 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 SHIFTS

a. The Contractor 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 thereafter shall also be submitted to the Department’s Contract Manager for approval prior to implementation. The Department will provide their approval or written concerns within five (5) days of receipt.

b. Service Patrol Operators shall not leave their shifts until they receive verbal authorization from the Department (RTMC or Department’s Project Manager).

c. Service Patrol Operators shall respond to all requests for service 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.

d. At shift change, the Service Patrol Operators shall be allowed a maximum of thirty (30) minutes from the time a unit leaves a 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.

- e. Payment for extended services

The Department shall pay the Contractor for the extended period, providing the services required an additional Service Patrol and/or 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.

Safe tow call outs will be paid as approved by the RTMC Supervisor and/or Project Manager. Please see Exhibit B for cost and procedures.

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

- a. **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.

- b. **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. This location shall allow all the drivers to reach their patrol routes within 15-minutes of beginning shifts.

12. **SERVICE PATROL ROUTES**

Service Patrol Vehicles shall operate within designated Service Patrol routes as designed by the Contractor 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**

- a. The Department reserves the right to require an adjustment, alteration or addition of route locations to better accommodate the demand for the service and the needs of the Department. The Contractor may also provide recommendations for the Department's consideration.
- b. Except during times of emergency, the Department will advise the Contractor of any required adjustment to a route within forty-eight (48) hours prior to the effective date of adjustment.
- c. The Contractor 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.
- d. The Contractor may agree to shorter notice at the time of the notification.

- e. 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 Contractor. Covering Department identification logos or markings shall be prohibited.

a. Specific Vehicle Assignments

The Contractor shall provide Class A or Class C safe tow services and 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.

On-Call Class A or Class C Safe Tow Truck Coverage shall:

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

b. Backup Vehicles

The Contractor shall maintain backup vehicle(s) for those vehicles that have permanently or temporarily been 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 Contractor shall immediately notify the Department’s Project Manager and 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.

c. Re-supply Vehicles

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

15. SAFE TOW SPECIFICATIONS

The Contractor shall provide tow vehicles for Safe Tow Operations for 30-minute response times on a 24/7 basis (See Exhibit B). Safe tows will be called for, but not be limited to, the following:

1. Car on bridge;
2. Vehicle in unsafe location¹ (e.g., close to a bend, close to line, downside of hump, travel lane, etc.);
3. Repair to be performed places Ranger or motorist in unsafe position;
4. Causes traffic congestion (usually the effect of the two previous entries or in a travel lane);
5. Within a section of roadway confined by barrier walls with sub-standard shoulder width; or
6. Law enforcement requests for vehicle(s) involved in a crash.

16. EMERGENCY RESPONSE SERVICE

Rapid Incident Scene Clearance (RISC) LITE

- a. Contractor shall provide emergency response service which may include, but is not limited to, quick clearance, incident coordination or vehicle relocations.
- b. Contractor will provide service Sunday through Saturday from 7 a.m. to 7 p.m., at a charge of \$105 an hour.
- c. Contractor will provide after-hours calls (i.e., after 7 p.m.) at an hourly rate of \$105.
- d. RISC Lite vehicle must be a Medium Duty Tow Truck. This vehicle must be able to be able to respond to Class 1 (Light Duty) to Class 6 (Medium Duty) tows to include a wide range of mid-size vehicles, delivery trucks, utility vehicles, motorhomes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed and stake trucks, refrigerated and box trucks, small and medium school and transit busses.
- e. RISC Lite vehicle must have the following required identifying markings:
 - 1) FDOT Logo and wording "FDOT Road Ranger RISC Lite" Decal must be on two side doors of truck. This logo will be provided by the Department.
 - 2) The windshield of the truck will display, at the top front, "FREE SERVICE." This will be the responsibility of the vendor.
- f. Tow operator shall be licensed to drive the assigned vehicle in accordance with the Florida Motor Vehicle Code.

¹ *Road Ranger Operator should attempt to push/pull vehicle – if possible.

- g. Tow operators must have a safe driving record in accordance with FDOT "Driver's Records Requirements" Procedure No. 250-000-010.
- h. Tow operators must be in accordance with Section 112.0455, F.S., prior to beginning operations.
- i. Contractor must provide a current FDLE background check.
- j. The Contractor shall ensure that its tow operators participation in the services described herein are in compliance with FHP wrecker rules and policies.
- k. FDLE background checks with criminal history are subject to FHP review.
- l. The Contractor shall notify FDOT immediately of any known changes to FDLE background or driver license status.
- m. Contractor employees must meet all requirement to be a legal resident and approved to work in the United States.
- n. Tow operators must speak and understand English fluently and be able to communicate clearly with customers using the English language.

17. SERVICE PATROL VEHICLE MINIMUMS AND REPLACEMENT REQUIREMENTS

- a. The Contactor shall maintain the following number of service patrol vehicles, at a minimum:
 - 1) Ten (10) fully equipped Road Ranger trucks;
 - 2) One (1) Class A Tow Vehicle; and
 - 3) One (1) Class C Tow Vehicle.

The Department reserves the right to decrease or increase the Contractor's number of vehicles without a Contract Amendment. The Contractor will be provided 30-days' notice when the Department increases or decreases the number of vehicles.

All vehicles in the Contractor's Service Patrol Vehicle fleet shall meet the specific vehicle requirements and be capable of carrying the equipment specified in this scope of services. 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 utilized under 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.

- b. The Contractor shall assure vehicle availability during the entire service period.
- c. All vehicles in the fleet shall not be greater than one (1) year old from their original manufactured date with a maximum of 500 miles.
- d. 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 the Contractor desire to separate the replacement, the Contractor shall request, in writing, and include the specific reasons for the request to the Project Manager.
- e. Fleet may include a maximum of one (1) "used" tow truck to meet the minimum required number of service patrol vehicles. The Contractor's fleet may include any of their company-owned FHP-approved tow trucks. Flat-type recovery vehicles are permitted, if approved by FHP.
- f. Gasoline powered vehicles will be maintained in accordance with Original Equipment Manufacturer (OEM) standards. Any vehicle that fails to meet OEM standards shall be removed from service regardless of years or mileage.
- g. Any variations to the Road Ranger Vehicles (i.e., vehicle size or type) must be submitted, in writing, to the District TIM/Road Ranger Program Manager and approved by the State Traffic Incident Management (TIM)/ Commercial Vehicle Program Manager.
- h. Portable Dynamic Message Signs (DMS): The Contractor shall equip their fleet with Portable Dynamic Message Signs (DMS) that meet or exceed the specifications described in Appendix "A."
- i. Any and all equipment shall be securely attached and, when appropriate, in reach of the driver without distraction to driving safely.

18. SERVICE PATROL VEHICLE LOGOS AND MARKINGS

Service Patrol Vehicles shall be 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 FDOT identification logos for each vehicle. All other markings shall be procured and installed by the Contractor. The Contractor shall provide all markings and/or proofs to Department for review and approval prior to procuring and/or installing. The Department will provide its written approval and/or concerns within five (5) days.

(Note: The Department reserves the right to require the Contractor to add/delete markings at any time during the term of the Contract.)

a. Required Identification Markings for Service Patrol Trucks

The following identification markings shall be procured and installed by the Contractor:

- 1) Eleven and a half (11.5) inch diameter F.D.O.T. logo (both sides).
- 2) Eight and a half (8.5) inch by nine and a half (9.5) inch SunGuide logo (both sides).
- 3) Two (2) inch black letters "A FREE SERVICE" logo below the F.D.O.T logo.
- 4) Pickup trucks shall also have "A FREE SERVICE" logo on the rear bumper.
- 5) Service Patrol 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.
- 6) "Dial **FHP (*347)" painted or affixed in two-inch (2") white letters on blue background.
- 7) "INCIDENT RESPONSE" in 2" black letters are to be affixed on the utility body or similar area on left and right side of the Road Ranger vehicle, as well as, the rear of the Road Ranger vehicle.

b. Required Conspicuity Markings

The following identification markings shall be procured and installed by the Contractor:

- 1) A single two (2) inch wide, red/white strip of reflective tape (applied) to show the limits of the truck from any angle, i.e., to be visible at night when illuminated by oncoming traffic.
- 2) The tape should be applied at a minimum height of four (4) feet, but may vary according to truck or body configuration. Road Ranger and Sponsor logos and text shall not cover more than fifty percent (50%) of the rear-facing vertical surfaces and will be integrated with alternating 6-inch, yellow and red, high conspicuity, retro-reflective chevrons that are at a forty-five percent (45%) angle, down and out from the center of the vehicle. On the rear of the vehicle, the tape shall be applied to the upper portion of the bumper.
- 3) Gaps in the tape where members protrude or the configuration does not lend itself to tape application shall be considered normal.
- 4) All markings and decals shall be maintained in a clean, bright and readable condition throughout the term of this Contract. Markings' placement may vary due to vehicle type and configuration but shall be approved by the Department.
- 5) 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 Contractor shall provide pictures of the Service Patrol Vehicle(s) (all sides) to the Department to confirm all markings have been removed within 30-days of Contract termination or when a vehicle has been deemed permanently operable.

c. Sponsorship Markings

The Contractor 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.

19. TOW TRUCK VEHICLE SPECIFICATIONS

Tow trucks shall meet, or exceed, the following specifications:

- a. Minimum Gross Vehicle Weight Rating (GVWR) chassis of twelve thousand (12,000) pounds.
- b. Dual wheel chassis and four (4) ton recovery equipment rating.
- c. Wheel-lift towing equipment, with a minimum lift rating of three thousand (3,000) pounds.
- d. All tow equipment shall include proper safety straps.
- e. Boom with a minimum static rating of five thousand (5,000) pounds.
- f. Winch Cable - eight thousand (8,000) pound rating on the first layer of cable.
- g. Winch Cable - one hundred feet (100') of three eight-inch (3/8") diameter, with a working limit of three thousand five hundred (3,500) pounds.
- h. Towing slings rated at three thousand (3,000) pounds minimum.
- i. Tow chains of five-sixteenths inch (5/16") allow or OEM specs, J.T. hook assembly.
- j. A rubber face push bumper.
- k. Spot light capable of directing a beam centered in any direction of a 360-degree horizontal arc around the vehicle.
- l. Power outlets ("booster outlets" or "hot boxes"), front and rear-mounted, with outlets compatible to twelve (12)-volt booster cables.
- m. Heavy duty, sixty (60) + amps charged battery.
- n. Suitable cab lighting.
- o. A trailer hitch capable of handling a 1.875 inch ball and/or two (2) inch ball.
- p. Motorcycle transporting capability.
- q. Rear work lights.
- r. Safety chain D-ring or eyelet mounted on rear of vehicle body.
- s. A roof-mounted amber warning / strobe light bar with front to rear directional flashing 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 Contractor may provide a flatbed tow truck with capabilities equal to or greater than the specifications referenced. The intention of this alternative is to allow the Contractor 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.

Prior to purchase or use of the vehicles described in this section, the Contractor shall provide vehicle specifications, maintenance records (if applicable) and pictures of the proposed tow truck, or alternative flatbed truck to the Department for review and written approval. The Contract Manager shall provide its written approval within five (5) days of written receipt.

20. SERVICE PATROL VEHICLE SPECIFICATIONS

Service Patrol Vehicles shall meet, or exceed, the following specifications:

- a. Minimum of a Full size, half (1/2) ton, 4-door, long bed pickup, capable of carrying the equipment specified in this scope of services.
- b. Each vehicle must have seat belts for passengers on both the front and rear cab benches.
- c. Two (2) towing straps rated at 3,000 pounds minimum.
- d. Rubber face push bumper.
- e. Spot light.
- f. Power outlets (“booster outlets or “hot boxes”), front and rear-mounted, with outlets compatible to twelve (12) volt booster cables.
- g. Two (2) heavy duty, 750 CCA (Cold Cranking AMP) (Minimum) Batteries.
- h. Suitable cab lighting that allows Service Patrol Operator to complete paperwork, etc.
- i. Equipped with Department-approved arrow board or equipped with Portable Dynamic Message Signs (DMS) that meet or exceed the specifications described in Appendix “A.”
- j. 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”.
- k. All equipment shall be securely attached and, when appropriate, in reach of the driver without distraction to driving safely.
- l. Prior to purchase or use of the vehicles described in this section, the Contractor shall provide vehicle specifications, maintenance records (if applicable) and pictures of the proposed Service Patrol Vehicles to the Department for review and written approval. The Contract Manager shall provide its written approval within five (5) days of written receipt.

21. AUTOMATIC VEHICLE LOCATION (GPS) SYSTEM

- a. The Contractor 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. The GPS monitoring system must provide, at a minimum, the following vehicle location information:

- Latitude and longitude
- Vehicle number
- Speed
- Direction

Internet access to the GPS information will be provided by the Contractor to the Department’s Project Manager.

- b. The GPS System shall be monitored by the Contractor and the Department’s Traffic Incident Manager/Road Ranger Project Manager and Traffic Management Center.

- c. Throughout the term of the Contract, the Contractor shall be responsible for all costs associated with the monthly service and maintenance of the Radio / GPS monitoring system, including the units in use by the Department for communication with the Contractor and the base station(s).

22. COMMUNICATIONS EQUIPMENT REQUIREMENTS

a. SLERS Radios

Each Road Ranger Service Patrol Vehicle shall be equipped with a SLERS radio to enable their Operators to communicate with all other Service Patrol Vehicles, FHP and Road Ranger Dispatchers. Department shall supply and maintain.

b. 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 Department.

- 1) The Department will approve the equipment to ensure it interfaces with the Department Communications systems and meets the Department's requirements.
- 2) The Department can, at will, replace communications radios with upgraded units to better serve the needs of the Department.
- 3) The Contractor shall be responsible and ensure that all communications equipment is standardized and compatible for all stakeholders identified in the performance of this contract.
- 4) The Department will provide procedures for radio communications and may change/alter the procedures at any time during the term of the contract.

c. Cellular Telephones

- 1) The Contractor shall be responsible for all the fixed and recurring costs and licenses associated with the cellular smart phones throughout the term of this Contract.
- 2) The Contractor shall provide each Service Patrol Vehicle, including backup and supervisor vehicles, with a licensed cellular, Smart Phone.
- 3) The Contractor shall immediately notify the Department of any loss of signal or cellular phone problems of more than fifteen (15) minutes duration.
- 4) Inoperable or faulty cellular phones shall be replaced within thirty (30) minutes of detection of the fault.

d. **Electronic Mail (e-mail):**

The Contractor shall maintain a reliable email service capable of receiving attachments at their headquarters and at each facility utilized by Road Rangers. All emails associated with this contract shall fall under the Department's requirements for Public Records request and must be retained for three (3) years.

23. **SERVICE PATROL VEHICLE ACCESSORIES / PARTS / TOOL BOX REQUIREMENTS**

a. Each Service Patrol Vehicle shall, at a minimum, have a toolbox containing the tools listed below. Tools and equipment shall meet the quality requirements of the Department Project Manager.

- 1) Screwdrivers – one (1) each: $\frac{3}{4}$ Standard 1/8; 3/16); 1/4; 5/16) $\frac{3}{4}$ Phillips head #1 & #2
- 2) Needle nose pliers (one pair).
- 3) Adjustable rib joint pliers, two-inch minimum capacity (one pair).
- 4) Adjustable wrenches – one (1) each: $\frac{3}{4}$ Eight (8") inch $\frac{3}{4}$ Twelve (12") inch.
- 5) Five (5) pound hammer (one (1) each).
- 6) Rubber mallet (one (1) each).
- 7) Electrical tape (twenty (20) yards).
- 8) Duct tape (twenty (20) yards).
- 9) Tire pressure gauge (one (1) each).
- 10) Bolt cutters – 24" or larger (one (1) pair).
- 11) Wire cutting pliers (one (1) pair).
- 12) Complete set of open end and box wrenches (both metric and standard).
- 13) Two, (4") X (6") X (12") wood blocks.
- 14) Four tow straps or (4) safety chains, minimum five feet in length
- 15) Fifty (50) foot, $\frac{1}{2}$ inch rope with attachable body harness.

b. Service Patrol Vehicle shall, at a minimum, carry the following accessories and parts:

- 1) Diesel fuel ((minimum five (5) gallons)) in a clearly labeled approved can or tank.
- 2) Ninety- three (93) octane unleaded gasoline ((minimum five (5) gallons)) in a clearly labeled approved can or tank.
- 3) First aid kit (First Responder Kit, fully stocked) ((one (1) each)).
- 4) 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.
- 5) Pry bar, minimum thirty-six (36") inches in length ((one (1) each)).
- 6) Radiator water ((ten (10) gallons)) in clearly labeled container.
- 7) Twenty-four (24") inch wide street broom ((one (1) each)).
- 8) Shovels, Square-end ((one (1) each)).
- 9) Highway wet flares, thirty (30) minute burn ((twenty-four (24) each)).
- 10) "Turboflares" are acceptable in lieu of Highway Wet Flares.

- 11) 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).
 - 12) Long Frame Aluminum Jack, 2 ½ ton, one (1) each, or steel jack, three (3) ton, one (1) each.
 - 13) Air compressor, one (1) each, with at least 12 CFM capability, capable of inflating tires of vehicles and operating impact wrench.
 - 14) Air operated impact wrench with sockets to fit all vehicles (metric and standard), or lug wrenches (metric and standard) to fit all vehicles, one each.
 - 15) Large 2 or 5-cell battery flashlight and spare batteries ((one (1) set)).
 - 16) 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)).
 - 17) Funnel, multi-purpose, flexible spout ((two (2) each)).
 - 18) One trash can - five (5) gallon or trash bags
 - 19) Ten (10) gallons of absorbent material for liquid spills equivalent to or exceeding the brand name "Speedy Dry."
 - 20) Drinking water, individually sealed bottles, minimum sixteen (16) ounce, chilled (twelve (12) each).
 - 21) One roll paper towels.
 - 22) Water cooler for potable water.
 - 23) Additional Safety Equipment, as warranted.
 - 24) Fifty (50) Department approved Comment Cards, provider by the Vendor.
 - 25) Twenty-five (25) "Move It Law" Cards, provided by the Department.
- c) Should any of the equipment, tools, and/or expendables malfunction or become depleted during the shift, the Road Ranger Operator shall replenish or replace these items to the required quantities as early as possible by contacting the Supervisor on duty.

24. MAINTENANCE OF SERVICE PATROL VEHICLES

The Contractor shall perform all necessary Service Patrol Vehicle maintenance.

- a) Vehicle exteriors and interiors shall be kept neat, clean and polished, and shall be maintained in good condition.

25. SERVICE PATROL VEHICLE INSPECTIONS

Prior to the beginning of each shift, the Contractor shall inspect each Service Patrol Vehicle and its associated equipment, accessories and parts to ensure they meet all specifications and requirements contained herein.

Should the AVL/GPS system be inoperable, the vehicle shall not be placed into service until the system is functioning and shall be at the expense of vendor.

26. SERVICE PATROL OPERATOR REQUIREMENTS

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

d. Operator Resumes:

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

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

- 1) Speak and understand English fluently.
- 2) Demonstrated ability to exercise sound judgment.
- 3) Documented mechanical background to perform the required vehicle repairs.
- 4) Have a current Class "E" or higher (Tow operator) Driver's license in accordance with the Florida Motor Vehicle Code. Vendor is responsible for ensuring the Service Patrol Operators maintain current and valid licensing requirements throughout the term of the Contract.
- 5) Minimum age of eighteen (18) years old.
- 6) Verification of "Safe Driving Record."
- 7) References which have been verified by Contractor or a service paid for the purpose.
- 8) The results of driving record and criminal background checks.

e. Driving Record and Criminal Background Checks:

The Contractor 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 within five (5) days of their begin date. Copies shall also be provided, upon request by the Department throughout the term of the Contract.

The Department's Project Manager may have the Contractor conduct additional checks on approved Service Patrol Operators at any time throughout the term of the Contract, as described below in 3). The Contractor shall pay for all costs associated with this requirement. Upon request, the Contractor shall provide

the following information to the Department:

- 1) The Contractor shall furnish to the Department the name, date of birth, social security number and address of all applicants for employment on this Contract.
- 2) Criminal record checks shall go back to the employee's date of birth.
- 3) 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.
- 4) 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.
- 5) The Contractor shall provide the Department with updated Service Patrol Operator driver's license checks every six (6) months.

27. OPERATOR SECURITY CLEARANCE

a. SLERS

Successfully complete the Joint Task Force (JTF) Application for the State Law Enforcement Radio System (SLERS) criminal background check. This background check is performed by the Florida Department of Law Enforcement. District Program Managers, Contractors, and vendors shall ensure that all criteria have been met and that all steps in the application process are taken in accordance with Joint Task Force Statewide Law Enforcement Radio System Standard Operating Procedure (SOP) Number Eight.

Potential security clearance denial reasons may include:

- 1) The applicant has been convicted of a felony offense.
- 2) The applicant is currently on probation for any offense or has charges pending (felony or misdemeanor).
- 3) The applicant has been convicted of a misdemeanor offense involving any type of theft, violence or drug offenses within the past three (3) years.
- 4) The applicant's driver license is currently suspended or revoked for any reason.
- 5) The applicant has been convicted of a crime involving domestic violence or currently has a restraining order involving domestic violence or threats.
- 6) The applicant has been arrested for any charge involving resisting arrest, battery or assault on a law enforcement officer.
- 7) The applicant is wanted for any criminal offense.
- 8) The applicant is illegally residing in or is not approved to work in the United States.
- 9) The identification of adverse Homeland Security intelligence information for the applicant.

- 10) 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.

b. Drug-Free Workplace and Testing Policy

- c. Contractor Service Patrol Operators shall be drug free in accordance with **section 112.0455, Florida Statutes**, prior to beginning operations. Additional testing will be in concurrence with Department **Topic Number 250-013-001, Drug-Free Workplace and Testing Policy**, and at a minimum of every six (6) months.

The Contractor shall provide a certified letter to the Department identifying results of all its Service Patrol Operators within ten (10) days of results.

28. SERVICE PATROL OPERATOR CONDUCT AND GROOMING

- a. Service Patrol Operators shall be professional and courteous at all times, and shall exercise good sound judgment in carrying out their duties. Their conduct shall be in such a manner that will reflect favorably upon the Department.
- b. Service Patrol Operators shall wear clean uniforms and maintained in good appearance.

Uniforms shall consist of:

- 1) Shirts will have collars, as approved by the Department. Undershirts, if worn, shall not have printing or pictures which show through the outer shirt.
- 2) 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 Contractor by the Department). No other emblems, patches, Vendor's names, or logos will be permitted, unless authorized by the Department.
- 3) Shirts shall have a FDOT RR Patch on the left shoulder and a D2 SunGuide patch on the right shoulder.
- 4) Shirts must be tucked into trousers at all times.
- 5) Dark Blue / Navy uniform work trousers (no jeans or cutoffs), belted (black).
- 6) 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.
- 7) Black steel-toed shoes with laces.
- 8) If a jacket is worn, it must match the trousers and be without ornamentation.

- 9) Wear a FDOT-approved ANSI/ISEA 107-2004 or ANSI/ISEA 207-2006 high visibility safety vest and/or rain suit at all times while outside the Road Ranger Vehicle.
- 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.
- e. **Alcohol/Drugs:**
 - 1) 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.
 - 2) The Contractor not allow a Service Patrol Operator to work under this Contract if they feel he/she is impaired in any way.
 - 3) No tobacco use will be allowed in Service Patrol vehicles or while involved in roadway incidents. Tobacco use will only be permitted on breaks outside of Service Patrol vehicle, away from public view.
 - 4) If the Contractor 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.

29. TRAINING AND CERTIFICATION REQUIREMENTS FOR SERVICE PATROL OPERATORS

- a. 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 Contractor.

Certification and Training in CPR.

Certification and training in Basic First Aid.

4 Hour SHRP 2 Incident Responder Training

SLERS Training

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 Contractor 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 Contractor 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 Contractor provides its own training, the trainer(s) must be fully certified and licensed (if required) to conduct the training.
 - f. The Contractor 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.
 - g. The list shall be provided to the Department or designee each quarter of the calendar year, beginning with the effective date of this Contract.
 - h. Special Training

Should the Department identify and require any "Special Training" Road Rangers, the Department will pay all charges through a Letter of Authorization.

30. 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 twelve dollars (\$12.00), per hour. Any increases to the wage rate shall be solely at the discretion and expense of the Contractor. Contract wage rates shall not increase to offset any wage rate increases.

Proof of compliance shall be made available for review by the Department, upon written request with five (5) days.

- b. The Contractor 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.

31. SERVICE PATROL OPERATOR DUTIES AND RESPONSIBILITIES

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

- a. 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. Not use road shoulders during normal patrols. Using due care and at a reasonable and prudent speed, Service Patrol Vehicles may use the road shoulder when responding to a specific emergency request, i.e., if it allows them to reach the destination faster.
- c. Not utilizing any path or maneuver contrary to law or this Contract unless cleared by law enforcement. Service Patrol Operators shall comply with lawful orders of Law Enforcement.
- d. 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, if necessary.
- 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.
- g. All requests for wrecker or towing services shall be coordinated through the TMC. Road Rangers shall not request or recommend a wrecker or towing services for the motorist.
- h. Offer Road Ranger comment cards to motorists who receive assistance.
- i. **Clearing and Clean Up:**
 - 1) Clear lanes of all disabled vehicles encountered in the Road Rangers' Service Patrol assigned area.
 - 2) Remove small non-hazardous debris from the roadway, paved shoulder area, and place in areas for collection by the Contractor's pickup truck.
 - 3) Any debris too large for Road Ranger vehicle trash can shall be moved to the side of roadway.
 - 4) 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.

j. Notifications:

Notify the Department RTMC or Project Manager of the following:

- 1) Accidents, emergencies, law enforcement situations, or responding to directives given by external agencies outside the scope of the contracted services.
- 2) Verified fires that will impact traffic and lane blockage.
- 3) Large spilled loads or large debris, or in other situations as appropriate.
- 4) Spilled loads or large debris or incidents requiring advanced maintenance of traffic (MOT) or roadway repairs.
- 5) All major incidents or accidents resulting in road or lane closures.
- 6) Any road damage or other damage needing repair.

k. Advice to Motorists:

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

- 1) 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.
- 2) Once the vehicle is cleared from the travel lanes, Service Patrol Operators may only attempt minor repairs not to exceed approximately fifteen (15) minutes.
- 3) 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.
- 4) 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.
- 5) The Service Patrol Operator shall never comment on the quality or lack of quality of any repairs or work done by dealerships or garages.
- 6) In no event shall the Vendor or Service Patrol Operators provide or recommend any towing, repair service or facility.

l. Assistance to Motorists:

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

- 1) Move the disabled vehicle from traffic lanes, either pushing or towing.
- 2) Change flat tires.

- 3) Provide jump-starts.
- 4) Provide up to one (1) gallon of eighty-nine (89) octane unleaded fuel to motorist enabling them to reach the closest fueling location.
- 5) Provide water for radiators and / or chilled bottled water for drinking.
- 6) Assist motorist with mechanical failures and perform minor repairs, where feasible ((maximum fifteen (15) minutes)).
- 7) 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.

- 8) The Contractor 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.

m. Disabled Vehicles:

- 1) 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.
- 2) Should a motorist refuse to allow a disabled vehicle to be cleared from the travel lanes, the Service Patrol Operator shall contact the RTMC for assistance, and shall remain on the scene until FHP or other Law Enforcement personnel arrives or until advised by RTMC Operator to leave.

The Service Patrol Operator shall provide the motorist with a copy of the "Move It" (subsection 316.061(2), Florida Statutes) card informing them that they may be cited for a non-moving violation, punishable as provided in chapter 318.

- 3) 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.
- 4) All disabled vehicles that are relocated shall be parked with the wheels turned away from the roadway and the parking brake set, if possible.

n. Abandoned Vehicles:

- 1) When an abandoned vehicle is observed, the Service Patrol Operator shall contact the FHP/RTMC to report the vehicle's location, make, color, and body type, license plate number and whether or not it is impeding traffic. The Service Patrol Operator shall tag the vehicle with a comment card depicting the time/date the vehicle was discovered.
- 2) 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 RTMC to report the vehicle location and request to move the abandoned vehicle.

o. Crashes:

- 1) The Service Patrol Operator shall call the RTMC to request 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.
- 2) The Service Patrol Operator shall follow all directions provided by Law Enforcement personnel.
- 3) The Service Patrol Operator is not to question or complain to Law Enforcement personnel directly, but shall inform the Department's Project Manager of any incident where there is a difference of opinion, procedure or conflict with policies.
- 4) 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.

p. Assistance to Law Enforcement Personnel:

- 1) 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.
- 2) Any reasonable request by Law Enforcement Officials to provide assistance outside of the designated patrol highways shall be honored. The Service Patrol Operator must notify the RTMC, if additional vehicles/hours beyond the normal route were required.

q. 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.

- 1) 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 (Section 316.061, Florida Statutes).
- 2) 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 (*Move It Law* pamphlet) that states, "The vehicle shall be moved out of the travel lane if the vehicle can be moved."

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 1/2 mile of the exit.

r. **Transporting People:**

- 1) If vehicle assistance or towing services cannot be obtained for a motorist(s), the Service Patrol Operator shall contact the RTMC 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.
- 2) Immediately prior to the beginning and at the completion of the transport, the Service Patrol Operator shall contact the RTMC with each location and mileage.
- 3) Transport procedure must be followed when requesting to transport. (See Exhibit D)

s. **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 RTMC to request law enforcement assistance.

32. SAFETY RULES AND GENERAL REGULATIONS

- a. Conform to the latest Department **Conduct Standards Rules** and the **Ethical Conduct Rules**. **A copy will be furnished to the Contractor and if required, to each Road Ranger Vehicle Operator.**
- b. Inspect assigned 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 procedure.
- c. Keep all communications radios and monitors "on" and the volume "up."
- d. Remain on their assigned Patrol Route and depart only as directed by Law Enforcement, the Transportation Management Center or FDOT
- e. Obey all traffic laws.
- f. Exercise caution and safety at all times.
- g. Use extreme caution in moving all disabled vehicles.
- h. Not carry firearms or other weapons either on their persons or in the vehicle.
- i. Not accept gratuities, gifts, or compensation of any type from motorist or others to whom service is provided.
- j. Use flashing light bars only when merging or exiting from traffic lanes to an incident site or to warn traffic when performing incident management services.
- k. All Service Patrol Operators and all passengers wear seat belts or utilize occupant restraint systems while operating or riding in a Road Ranger vehicle.
- l. Operators shall not smoke or use tobacco in the Road Ranger Vehicle or while assisting motorist, in accordance with Department **Topic Number 001-010-015, Tobacco Use Policy.**
- m. Not complete comment cards for the motorist.

33. 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. Red Tagging abandoned vehicles with FHP assigned number.
- g. 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.
- h. Completing Road Rangers Service Patrol Log or Smart Phone Application for Road Rangers (SPARR) entry for five (5) minutes.
- i. Re-fueling of Service Patrol Vehicle.
- j. Assisting the Department or its vendors with Incident Management.

34. FLORIDA HIGHWAY PATROL TOWING SERVICE ROTATION SYSTEM

If a motorist does not request a specified towing service, repair facility, or individuals to assist them, wrecker services will be provided by notifying Florida Highway Patrol of the need for their rotation wrecker service or towing service, as requested by the disabled motorist.

IN NO EVENT SHALL THE CONTRACTOR OR THE ROAD RANGER SERVICE VEHICLE OPERATOR PROVIDE OR RECOMMEND ANY TOWING, REPAIR SERVICE OR FACILITY TO THE DISABLED MOTORIST. IF THE MOTORIST REQUESTS THE ASSISTANCE OF A MOTOR CLUB, THE OPERATOR WILL ASSIST THE MOTORIST WITH THE CELLULAR PHONE CALL.

35. COMMENT CARDS (RESPONSE FORM) OTHER PRINTED

The Vendor shall be responsible for all costs associated with the printing and distribution of Comment Cards

- a. Using a format approved by the Department, the Vendor shall have prepared one thousand (1,000) Comment Cards prior to beginning Road Rangers Service Patrol activities.
- b. The Vendor shall notify the Department when they have distributed fifteen thousand (15,000) Comment Cards.

- c. The Contractor shall be responsible for ensuring that each active Service Patrol Vehicle is supplied with an adequate number of blank cards at all times.
- d. The Department may require the Vendor to distribute other printed material to motorists, such as maps or safety information.

36. SERVICE PATROL DRIVER / SPARR OPERATOR LOGS

- a. Service Patrol Operators shall log all actions into the SPARR Application.
- b. Vendor shall notify the FDOT Project Manager immediately, if issues arise.
- c. The Department reserves the right to change the type of log data required or the method of collection the Contractor will utilize and reporting timeframe at any time.

37. DISPOSAL OF DEBRIS

The Contractor shall remove small non-hazardous debris from the roadway and paved shoulder area and place in areas designated by the Department. Immediately notify the Department's Project Manager of any hazardous waste spill. The Service Patrol Operator will notify the Department of any debris or obstructions on the roadway or paved shoulder area too large for the Road Ranger Service Patrol Operator to remove.

38. DAMAGE TO MOTORIST PROPERTY

- a. The Contractor shall bear the cost of repair for any damage caused by negligence of the Service Patrol Operator to the Department's or a motorist's property while performing services under this Contract.
- b. The Contractor 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.

39. INSURANCE

In addition to the general liability insurance required as referenced in Section 4 of the Standard Written Agreement, the Contractor 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.

40. SPONSORSHIPS

This section provides minimum standards for sponsorship, vehicles, equipment, tools, and expendables to be used for the Road Ranger Program. The District Program Manager shall establish a Quality Assurance process to ensure that the standards established in this procedure are met and maintained by the Contractor:

Sponsorship Requirements

a. Vehicles

The Sponsor may include decals, insignia or vehicle wraps to be placed on Service Patrol Vehicles in addition to the existing Contractor and DOT logos. Placement of logos and vehicle wraps may vary based upon vehicle size, type and configuration.

All costs for initial vehicle Sponsor graphics and installation will be the responsibility of the Sponsor. Any replacement of Sponsor decals, insignia or vehicle wraps (full or partial) that are the result of damages caused by the Contractor or its staff, or replacement of fleet vehicles, will be done so at the cost of the Contractor providing Road Ranger Services.

In the case of the termination of Sponsorship Rights for any reason other than termination as a result of a default in financial or other obligations by the Sponsor, FDOT will be responsible for the cost of removing all sponsor insignia from all vehicles and returning the vehicles to their previous condition.

b. Road Ranger Uniforms

The Sponsor may elect to provide uniform patches for the hats, shirts, sweatshirts, jackets and safety vests for existing uniforms or new uniforms for each Road Ranger. The Sponsor has the option to provide new Road Ranger hats, shirts, sweatshirts, lightweight jackets and safety vests that meet the specifications required by Topic Number 750-030-015, Road Ranger Operations. Final design of all uniform items will be reviewed and approved by the Central Office Traffic Incident Management and Road Ranger Program Manager.

c. Promotional Materials

The Sponsor may develop other promotional materials to be distributed by Road Rangers to motorists who receive services. All such materials shall be submitted by the Sponsor for FDOT's written prior approval before such distribution. The promotional materials shall be paid for by the Sponsor directly at no cost to FDOT or Contractor.

The Sponsor will have the right to provide and Road Rangers will distribute an optional online survey for assisted motorists to provide their feedback via a website that will be provided by the Sponsor.

d. Special Events

The Sponsor shall have the rights and benefits of promotional use of the Road Ranger Service Patrol Vehicles and their operators for events such as child safety seat inspections, the fairs, parades and other safety events as may be jointly agreed upon, in writing, and subject to the availability, as reasonably determined by FDOT.

The Sponsor shall submit a written request to the Contractor for such use, in advance, with a minimum of thirty (30) days' notice, identifying the date, time and location.

The Contractor will submit the Sponsor's request, along with a statement identifying its availability and proposed coverage for the affected route and obtain the Department's approval prior to committing to such event.

Scheduling and coordination will be between Vendor and the Contractor for the affected area. Participation must not hinder the normal contracted operations of

the Road Ranger Program. The Sponsor shall be responsible for the Service Patrol Operator wages, and pay Federal mileage rates. Compensation shall be made directly to the Contractor.

41. FUEL PRICE ADJUSTMENT

a. 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 Contractor 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:

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

b. Base Fuel Prices:

Base fuel price will be calculated using a cost average of the dates from 1/1/2010 to 01/31/2010 as provided at:

<https://www.eia.gov/petroleum/gasdiesel>

- 1) The base fuel price for this Contract shall be the current market prices plus 10%.
- 2) 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.

c. 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.

d. 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) to do fuel cost adjusting for invoicing. 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.”

<https://www.eia.gov/petroleum/gasdiesel>

The average price will be compared to the average price from the previous contract year.

- 1) If the average price has not increased or decreased by more than 20%, there will be no change in the reimbursement rate.
- 2) If the change is greater than 20% (+/-), then the Department will adjust the reimbursement rate to the closest full percent (%).
- 3) 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.

42. LIQUIDATED DAMAGES

The Contractor’s performance and compliance with the Scope of Services shall be monitored by the Department throughout the term of the Contract. If the Contractor does not meet or exceed the performance standards established herein, the Department shall reserve the right to assess the Contractor “Liquidated Damages” that shall be deducted from the monthly Contractor invoice. The Contractor 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 damages shall include, but are not limited to, the following:

- 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, per day.
- c. Tampering, removing, disengaging or disabling Smartphone components - \$500.00, per occurrence, per day.
- d. Improper communications on SLERS - \$500.00, per occurrence.
- e. Unauthorized Sponsorship- \$500.00, per day, until the sponsorship is terminated.
- f. Not disposing of debris in legal manner - \$100.00, per occurrence.
- g. Improperly licensed driver - \$100.00, per occurrence.
- h. Not providing a certified letter to confirm all Service Patrol Operators are drug-free - \$100.00 per occurrence/per operator.
- i. Safety violation by the Service Patrol Operator (examples: not wearing/using safety equipment, careless operation of the vehicle, etc.) - \$100.00, per occurrence.
- j. Loss of Identification Card - \$50.00, per occurrence.
- k. Service Patrol Vehicle Operators not patrolling their beat in a continuous loop - \$100.00, per occurrence, per day.
- l. Service Patrol Vehicles not equipped with vehicle logos - \$100.00, per occurrence, per day.
- m. No cellular telephone or inoperative cellular phone - \$100.00, per occurrence, per day.
- n. Road Ranger vehicle off-route more than one (1) mile - \$100.00, per occurrence.
- o. Sleeping on Duty - \$100.00, per occurrence.
- p. 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,
- q. Failure to comply with training requirements as specified in this contract - \$50.00 per day, per employee, for each day out of compliance.
- r. If at any time a Service Patrol Vehicle and Operator are unavailable for routine beat patrol- \$100 per occurrence, and \$50.00 per hour thereafter, for each hour service is not provided.
- s. Failure to change shifts within the allotted thirty (30) minutes - \$50.00 per occurrence/per unit.

- t. Failure to have specified equipment or other specified items on truck (per truck, per incident) - \$50.00 per occurrence, per day.
- u. Not maintaining the interiors and exteriors of Service Patrol Vehicles neat and clean, as described in this Contact - \$50.00 per occurrence, per day.
- v. Not submitting documentation of monthly Service Patrol Vehicle Inspections - \$50.00, per occurrence.
- w. Incomplete Service Patrol Operations Logs - \$50.00, per occurrence, per day
- x. Improper uniforms - \$50.00 per occurrence, per day.
- y. Recommending a Tow Company – Per **Section 29 Advice to Motorists (f)** - \$100.00, per occurrence, for confirmed reports of this violation.
- z. Accepting Tips – Per **Section 29 Assistance to Motorists (h)** - \$500.00, per occurrence, for each confirmed report of this violation.
- aa. Tobacco use in Vehicles – Per **Section 26 Alcohol/Drugs (c)** - \$500.00, per occurrence, for each confirmed report of this violation.
- bb. Supervisor not available (on-duty) - \$200.00, per day.
Process is as follows: the supervisor will be called by the Department ITS staff or delegate contractor (i.e. RTMC Operator/Supervisor). If no response is received on the first call, a message will be left. Department contact will call ½ hour later and if no response is received a second message will be left. The Department contact will call another ½ later. If no response is received then liquidated damages will be assessed.
- cc. Supervisor (or designee) fails to respond to incident scene within 30 minutes after notification by RTMC - \$100.00, per occurrence.
Process is as follows: the supervisor will be called by the RTMC. If the supervisor cannot arrive at the incident scene within 30-minutes due to unforeseen circumstances (i.e. traffic delays or diversion to multiple incidents) then they must notify the RTMC Operator. If no call is made and supervisor has not arrived at the incident scene then liquidated damages will be assessed.
- dd. Skipped mandatory monthly Safety Meeting for all Road Ranger Operators - \$1,000.00
- ee. Refusal or inability to provide safe tow - \$100.00, per occurrence.
- ff. Failure to follow orders from the RTMC - \$100.00, per occurrence.

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, unless otherwise noted, until the Vendor complies with the terms and conditions of the Contract. It shall be the Vendor's responsibility to notify the Department in writing when in compliance.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B

ROAD RANGER SAFE TOW SERVICES FOR DUVAL ST. JOHNS, NASSAU AND CLAY COUNTIES

This exhibit addresses the procedure for Road Ranger Safe Tow operations to the Department's Interstates and arterial roadway system in Duval, St. Johns, Nassau and Clay Counties. The objective of the Road Ranger Safe Tow operations is to improve operational performance of these roadway systems during lane blocking incidents. The following are requirements:

| | |
|-------------------------|---|
| Per call out rate: | \$195.00 – Class C \$ 65.00 – Class A |
| Hours of operation: | Monday through Sunday (12:00 AM to 11:59 PM) |
| Coverage area: | State Interstates and arterial roadway systems in Duval, St. Johns, Clay and Nassau Counties. |
| Incident Response Time: | 30 minutes or less |

Task Specifics:

1. The Vendor shall provide a 24/7 phone number that the RTMC operator can call to dispatch Safe Tow unit
2. The Road Ranger will notify the RTMC that there is a possible Safe Tow request.
3. The Road Ranger shall notify the motorist that Safe Tow requests will be made to the RTMC by the motorist.
4. Once a safe tow call is received and the information is provided, the Vendor has 30 minutes to reach the incident location.
5. Once the safe tow operator reaches the incident they shall contact the RTMC operator with their arrival time.
6. The safe tow operator shall relocate lane blocking vehicles to the nearest safe location that is predetermined by the Department, and shall contact the RTMC to notify them of their arrival at said location.
7. The safe tow operator shall acquire the following from the motorists:
 - a. The name of vehicle operator(s)
 - b. Cellular phone contact information
 - c. Vehicle license plate numbers
 - d. Make, model and color of the vehicle(s)
8. The Safe Tow operator shall inform each motorist that follow up calls to determine law enforcement estimated arrival time can be made by dialing *FHP (*347) and asking for a Troop G Duty Officer.
9. The Safe Tow operator shall contact the TMC Operator to inform them of departure time.
10. The Safe Tow operator shall not accept tips, solicit extended services (including destination towing services) nor recommend other towing companies due to Law Enforcement rotation requirements.

If any of the task specifics are violated the Department reserves the right to reject payment of services rendered once a review of the event is conducted with the Contractor. Violation of Task Specific number ten (10) may lead to removal from the Law Enforcement towing rotational list.

If the motorist's Insurance Company or Automotive Service Association specifically contacts the Vendors firm for destination towing all documentation proving this request was made must be provided to the Department upon request.