

EXHIBIT "A"
SCOPE OF SERVICES
ROAD RANGER SERVICES FOR DISTRICT SEVEN

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1. OBJECTIVE

- 1.1. The Florida Department of Transportation (FDOT) District Seven (D7), under the SunGuide[®] Intelligent Transportation System (ITS) Program, provides Road Ranger incident management response services (herein called services) to support and promote the “Open Roads Policy” and provide highway assistance for incidents and services to motorists stranded with disabled vehicles.
- 1.2. The Road Ranger services shall also include assisting the Traffic Incident Management Program and Tampa Bay SunGuide[®] Traffic Management Center reduce traffic congestion and delays caused by vehicle crashes, disabled vehicles and non-hazardous material spills.
- 1.3. FDOT D7 requires a Vendor who will represent FDOT to the public and provide services in a professional and efficient manner with a quality of service and appearance that brings credit to the FDOT and the Vendor.

2. DEFINITION OF TERMS USED IN THE CONTRACT

- 2.1. Department - Florida Department of Transportation (FDOT), Traffic Operations Office, Intelligent Transportation Systems (ITS) Office
- 2.2. Department's Project Manager – refers to the FDOT person responsible for day to operations of the Contract or their designee. At this time that person is Romona Burke.
- 2.3. TIM -Traffic Incident Management
- 2.4. RTMC – Regional Traffic Management Center aka Tampa Bay SunGuide[®] Center, a dispatch and communications facility housing both FDOT and State Law Enforcement Agency (FHP Communications) personnel. The RTMC is used for dispatch, communications and management of traffic and traffic incidents on the freeways as well as law enforcement activities.
- 2.5. FHP - Florida Highway Patrol
- 2.6. Operator – A hired driver or employee of the Vendor duly licensed and trained by the Vendor as an Operator of Vendor's Patrol Vehicles.
- 2.7. Patrol Zone – The specific section of roadway on which a Road Ranger is to patrol during their shift. Patrol Zones will vary in size depending on location, time of day, and day of week.
- 2.8. Full Time – (24/7/365) 24 hours per day, seven days per week, 365 days per year (366 in leap years).
- 2.9. MOT – Maintenance of Traffic, via cones, arrow boards, and flares as required

3. SERVICES TO BE PROVIDED BY VENDOR

- 3.1. The Vendor shall furnish all personnel, supervision, expertise, vehicles, equipment materials, parts, licenses, supplies and incidentals necessary to provide the services described herein.
- 3.2. The services to be provided by the Vendor shall include, but not be limited to patrolling I-275, S.R. 60, I-75, I-4 and Veteran's Expressway and clearing disabled vehicles from travel lanes, responding to crashes for clearance and MOT support, changing flat tires, jump-starting batteries, and removing minor non-hazardous spills and debris from the highway. In addition, the services provided will include assisting the Florida Highway Patrol and other law enforcement agencies during incidents and having a basic knowledge and recognition of hazard materials and immediate reporting of spills involving same to the RTMC.
 - 3.2.1 Turnpike Enterprises shall issue their own Task Work Order for the services they request, which will be invoiced separately from the D7 services.
 - 3.2.2 The Tampa Hillsborough Expressway Authority (THEA) may use this advertisement through cooperative purchasing to obtain services for the Leroy Selmon Crosstown Expressway. The Department is not responsible for Contract actions between the Vendor and THEA.
- 3.3. The Vendor shall provide Patrol Vehicles and personnel to the Patrol Zones as shown in Attachment "A", District 7 Road Ranger Zone Coverage.
 - 3.3.1. The Patrol Zones are subject to change due to funding or Department needs. If a new Patrol Zone requires an additional truck, the Department will work with the Vendor to provide adequate time to procure the Patrol Vehicle.
- 3.4. 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 the RTMC.

4. GENERAL CONTRACT REQUIREMENTS – PERFORMANCE CONTRACT

- 4.1. Performance Contract
 - 4.1.1. This is a performance based Contract in which the Vendor's compliance with this Exhibit "A", Scope of Services is evaluated periodically by the Department.
 - 4.1.2. On instances where the Department finds the Vendor fails to comply with a specific provision(s) of this Contract, i.e., not performing the responsibilities and services described herein, the Department may reduce from the monthly invoice amounts indicated in Section 40, "Liquidated Damages" or, at the Department's discretion, terminate the Contract.

5. LANGUAGE/VERBAL COMMUNICATIONS

- 5.1. The Department conducts its official business in English.
 - 5.1.1. Consequently, all communications between the Road Rangers Patrol Vehicle Operators and other Vendor personnel and the Department or Tampa Bay SunGuide[®] Center personnel shall be conducted in English.
- 5.2. Dispatch Codes (“ten and signal”) will be provided to the Vendor for the use of the Operators when communicating between themselves and the RTMC.

6. PROJECT AREA

- 6.1. The project area spans approximately 95 centerline miles in Hillsborough, Pasco and Pinellas Counties and a small portion in Manatee County.
- 6.2. The area is broken down into Patrol Zones (simple numbers or identification assigned for maps and easy assignments by communications or dispatch) that enable each Patrol Vehicle to operate within the designated Patrol Zone and reach incidents and/or stranded motorists with minimum delay.
 - 6.2.1. Attachment “A”, District 7 Road Ranger Zone Coverage shows the location of the current Patrol Zones, shift coverage times and Patrol Vehicle requirements.

7. ROAD RANGER MANAGER

- 7.1. The Vendor shall identify a Road Ranger Manager for this project.
- 7.2. The Manager shall be the point of contact for the Department.
- 7.3. The Manager shall be thoroughly knowledgeable and experienced in relation to all the aspects of the services required in this Exhibit “A”, Scope of Services.
- 7.4. The Manager shall be proficient in use of the State Law Enforcement Radio System (SLERS) 800 MHz radio system and the Road Ranger AVL system.
- 7.5. The Manager shall be able to do simple technical tasks, including but not limited to, swapping out computer cables, change fuses in the mounts, to help keep the system operational.
- 7.6. The Manager shall have the administrative authority to deal with any situation in relation to the personnel and Road Rangers Patrol operation.
- 7.7. The Manager shall notify the Department Project Manager of any crashes, incidents or unusual circumstances involving on duty Road Rangers in writing the next business day, or sooner if serious (i.e., serious injury to or caused by a Road Ranger).

- 7.8. The Manager shall be available to the Department 24 hours a day, seven days a week via cell phone communication.
 - 7.8.1. The Manager shall have a response time of 30 minutes after receiving a call from the Department.
 - 7.8.2. If required, the Manager shall be at a requested location within one hour after being contacted by the Department and/or the Department's Project Manager.
 - 7.8.3. The Manager shall also have access to e-mail in order to receive/send information to the Department.
- 7.9. If during the term of this Contract, a new Road Ranger Manager is to be employed by the Vendor to meet the provisions of the Contract, the:
 - 7.9.1. Vendor's new Manager shall be available to meet with the Department's Project Manager.
 - 7.9.1.1. The two parties shall meet at a time mutually convenient during regular "business hours" to discuss work requirements prior to the Vendor's new Manager assuming the responsibilities of this Contract.
 - 7.9.1.2. This time spent shall not be billable to the Department.
- 7.10. The Manager shall be required to meet for informal progress meetings as determined by the Department's Project Manager.
 - 7.10.1. Meetings are normally held weekly, currently on Tuesdays, but may be rescheduled as needed.
 - 7.10.2. The Manager shall attend Traffic Incident Management (TIM) meetings as scheduled.
 - 7.10.3. Initial progress meeting dates shall be determined by the Department's Project Manager at the Pre-Work Conference.
 - 7.10.3.1. The Department reserves the right to call for additional meetings at any time during the term of this Contract.
 - 7.10.4. This time spent shall not be billable to the Department.
- 7.11. An interim Manager shall be assigned if the Vendor's Manager is away or the position is temporarily open.
- 7.12. All the Vendor's employees for this Contract shall meet the background and training requirements for Road Ranger Operators.

8. HURRICANES AND OTHER EVENTS

8.1. Hurricanes

- 8.1.1. The Vendor shall make resources available for all activities described herein for providing services during a hurricane evacuation, unusual incidents, to assist a Department construction vendor, or FHP during certain traffic maintenance requests or as directed by the Department.
- 8.1.2. Responsibilities shall include keeping the evacuation routes clear of debris or disabled vehicles and keeping all lanes open, including the emergency lanes.
- 8.1.3. Road Ranger patrols are expected to remain in operation and continue to patrol their designated Patrol Zones during hurricane evacuations until sustained wind speeds reach 39 miles per hour (MPH) and/or the Department or FHP determines it to be unsafe for motorist vehicles to remain on the roadways.
- 8.1.4. The Vendor is responsible for contacting the Department Road Ranger Project Manager prior to giving authorization for Road Ranger patrols to discontinue patrolling services.
- 8.1.5. 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 has resumed.

8.2. Vandenberg Airfield Approach Lights

- 8.2.1. Road Ranger patrols shall be required to verify/check the obstruction lights for the Vandenberg Airfield Approach (can be seen while on I-75) and report their operational status according to the procedure established by the Department.

8.3. Miscellaneous Services

- 8.3.1. At times the Department may identify a need to use the Road Rangers for purposes not specifically outlined in this Exhibit "A", Scope of Services.
 - 8.3.1.1. The Department reserves the right to assign the Road Rangers to duties that are consistent with those outlined in this Exhibit "A", Scope of Services.
- 8.3.2. The Department shall reimburse the Vendor at regular hourly rates for any additional cost incurred should a miscellaneous service or event cause the hours of operation to extend beyond normal zone operations.

9. HOURS OF OPERATION

- 9.1. All Road Rangers Patrol Vehicles shall operate full time, meaning 24 hours per day, seven days per week, 365 days per year, including all holidays for the term of the Contract, unless otherwise noted herein or specifically authorized/approved in writing by the Department.
 - 9.1.1. Some Road Ranger Patrol Zones may not operate 24 hours per day (i.e., Veteran's Expressway and Leroy Selmon Crosstown Expressway).
 - 9.1.2. Some Road Ranger shifts may not be a full eight hours or may be "split shifts," (i.e., Veteran's Expressway and Leroy Selmon Crosstown Expressway).
 - 9.1.3. Attachment "A" lists the specific Patrol Zones and schedule for each.
- 9.2. The Department reserves the right to adjust the shift times and the number of Road Ranger Patrol Vehicles required per shift to meet the Department's needs.
 - 9.2.1. Any additional hours worked due to working a traffic incident or as directed by the FHP or the Department shall be turned in within 24 hours after the incident for approval from the Department Project Manager.
- 9.3. The Vendor is required to begin all shifts/assignments with the appropriate number and type of Patrol Vehicles, as determined by the Department.
 - 9.3.1. If at any time a Patrol Vehicle and Operator are unavailable for routine zone patrol, the Vendor shall reduce the monthly invoice to reflect the time the Patrol Vehicle was unavailable.
 - 9.3.2. The invoice reduction shall be in addition to any liquidated damages that may be incurred.
 - 9.3.3. In the event of recurring unavailability of Patrol Vehicles on patrol, the Department has the right to terminate the Contract for non-compliance with the conditions outlined in the Exhibit "A", Scope of Services.

10. PATROL SHIFT CHANGES

- 10.1. Road Rangers Patrol Vehicle Operators shall not leave their shifts until they receive authorization from the RTMC.
 - 10.1.1. When a Patrol Vehicle Operator receives a request for service or assistance from either the RTMC or a Law Enforcement Officer near the end of the Operator's shift, the Operator shall respond.
 - 10.1.2. The required services shall be completed prior to making shift change.

10.1.3. Payment for extended services.

10.1.3.1. 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.

10.1.3.2. 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 one-half (1/2) hour.

10.2. The Vendor shall arrange their shift changes to ensure that no more than half the Patrol Vehicles are away from their Patrol Zones at any one time; no county shall be without coverage.

10.3. Shift Change Hours

10.3.1. The Department is not specifying shift change times; however, they shall coincide with low traffic volume hours.

10.3.2. For example, shift changes between 6:30 AM and 9:30 AM would be unacceptable as would those between 3:30 PM and 6:30 PM. The current shift change times (shown below) are acceptable, but are not mandated.

5:00 AM	5:30 AM	6:00 AM
1:00 PM	1:30 PM	2:00 PM
9:00 PM	9:30 PM	10:00 PM

10.4. Shift Duration

10.4.1. Shift duration shall not exceed 12 hours.

10.5. Shift Approval

10.5.1. The Vendor shall submit, to the Department for approval, prior to implementation, their plan for shift change times, duration of shifts and staffing requirements.

10.5.1.1. Considerations for approval will include, but are not limited to, safety, driver fatigue and ability to meet Contract specifications.

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

11. VENDOR'S SHIFT CHECK-ON/OFF LOCATIONS AND RE-FUELING/RE-EQUIPPING LOCATIONS

11.1. Geographic Location of Facilities

11.1.1. The locations where Operators pick-up their Patrol Vehicles to begin or end

their shifts shall be within one mile of I-275 or I-4 (patrol area) as this is the heaviest patrolled area. Any exceptions must be approved by the Department.

11.1.2. The Department may make exceptions/adjustments to this policy for new/changed patrol areas. Additional locations may be provided at the Vendor's request (i.e. in Pinellas County).

11.1.3. The "Veteran's Expressway" Patrol Zones may have an exception to this policy.

11.1.4. As soon as Operators reach their assigned Patrol Zone, they shall be available to assist motorists and perform other duties as described in this Contract.

11.1.5. Unless responding to a dispatch or emergency, the Operator shall not pass up any stranded motorist on any Patrol Zone described in this Contract, regardless of whether or not he is in his assigned patrol area.

11.1.6. If the Operator must pass a disabled motorist because he is responding to a dispatch or emergency, he shall notify the RTMC of the location of the stranded motorist.

11.1.7. At shift changes, the Vendor shall be allowed a maximum of 30 minutes to change drivers, fuel, inspect Patrol Vehicles and re-stock supplies, unless the Department is performing inspections on the Patrol Vehicles.

11.1.8. Any time in excess of the 30 minutes shall be at the expense of the Vendor.

11.1.8.1. The time in excess of 30 minutes shall be recorded by the Vendor and shall not be invoiced.

11.2. Physical Facilities

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

11.2.2. The facilities shall be maintained in a clean and orderly manner, consistent with the image that is maintained at Department facilities.

11.2.3. All Road Ranger Patrol Vehicle supplies, (i.e., fuel, flares, etc.) shall be stored in a manner consistent with the fire safety code.

11.2.4. The Vendor is responsible for all Department provided equipment (800 MHZ radios, computer equipment). Vendor facilities shall be in a location where vehicles and equipment can be secured. Due care shall be taken to avoid theft/damage of Vendor and Department equipment.

11.2.4.1. Only Road Ranger Patrol Vehicles and vehicles that personnel

working under this Contract use to commute may be stored/located in the Road Ranger facility.

11.2.4.2. There shall be no wrecked or disassembled (partial or otherwise) vehicles or vehicle parts stored in this area. Damaged Road Ranger Patrol Vehicles shall be repaired or relocated within five business days unless authorized by the Department Project Manager.

12. PATROL ZONES

12.1. Road Ranger Patrol Vehicles shall operate within designated Road Ranger Patrol Zones as determined by the Department and the Vendor under this Contract.

12.2. The Department, in consultation with the Vendor, will determine the Patrol Zones and turnaround points.

12.2.1. Each Patrol Zone shall have specific turn around locations, normally at specific entrance/exit ramps.

13. PATROL ZONE ADJUSTMENTS

13.1. At any time during the Contract's term, the Department reserves the right to adjust Road Rangers Patrol Zone locations to better accommodate demand for the service and the needs of the Department or upon suggestion of the Vendor, with written approval of the Department.

13.2. Except during times of emergency, the Department will advise the Vendor of any required adjustment to a Patrol Zone location in writing (e-mail) 48 hours prior to the effective date of adjustment.

13.3. Additional Patrol Zones may be created and/or existing Patrol Zones may be altered per the terms of this Contract.

13.4. Normally, adjustments to Patrol Zone locations will not change the total hours of operation over which the Vendor is to provide service under this Contract.

13.5. If a new "permanent" Patrol Zone, which will increase the total number of hours of service, is to be added during the term of the Contract, the Vendor will be given 30 days notice.

13.5.1. The Vendor may agree to shorter notice at the time of the notification.

13.5.2. Service to the "new permanent" Patrol Zone shall be at the same hourly rate as that for other Patrol Zones.

13.5.3. This provision does not apply to emergency or short term changes, (i.e., hurricane evacuation, other emergencies caused by man or nature or non-emergencies such as construction, etc.).

- 13.6. If circumstances warrant, the Department reserves the right to reassign Road Ranger Patrol Vehicles to patrol outside of a Patrol Zone or project area (i.e., hurricane evacuation, other emergencies caused by man or nature or non-emergencies such as construction).
- 13.7. If funding is not available to cover all Patrol Zones, hours and Patrol Zones may be reduced as needed to stay within the Department's budget. Since the cost fluctuates due to gas and diesel prices, the Department is unable to schedule the exact number of hours available within the budget.

14. PATROL VEHICLE REQUIREMENTS/ASSIGNMENTS

- 14.1. All Road Rangers Patrol Vehicles shall be painted white.
- 14.2. All Road Rangers Patrol Vehicles shall be capable of carrying the equipment specified in this Contract.
- 14.3. All Road Rangers Patrol Vehicles are restricted for Department official use only and are to be used to provide the services contained herein.
 - 14.3.1. Patrol Vehicles are not to be used for personal or other business related work of the Vendor.
 - 14.3.2. Covering Department identification logos or markings shall be prohibited.
- 14.4. Specific Vehicle Assignments
 - 14.4.1. "Tow Trucks" are to be assigned primarily to areas 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, including construction zones.
 - 14.4.1.1. For this reason, tow trucks are assigned to the Patrol Zones marked on Attachment "A".
 - 14.4.2. At least one tow truck vehicle shall be assigned to Pinellas County during each shift.
 - 14.4.3. At least one pick-up truck shall be available at all times/shifts in Pinellas and one in Hillsborough as part of the patrolling fleet and to assist with debris collection.
- 14.5. Backup Vehicles
 - 14.5.1. Backup vehicle(s) shall be of the same type they are replacing.
 - 14.5.2. The Vendor shall have enough backup vehicles to keep up with demand and be able to provide coverage for all zones at all times.

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

14.5.4. The Vendor shall deploy the backup vehicle in service as a replacement within 30 minutes of a regular vehicle breakdown.

14.5.4.1. The Vendor shall not charge for any time the vehicle is unavailable. In the event of recurring unavailability of vehicles on patrol, the Department has the right to terminate the Contract for non-compliance with the conditions outlined in the Exhibit "A" Scope of Services.

14.6. Re-Supply Vehicles

14.6.1. At least one of the pick-up trucks on each shift shall carry extra expendable supplies to assist in the re-supply of other Patrol Vehicles in or near their Patrol Zone.

14.6.1.1. Examples of expendable supplies include but are not limited to; flares, water, fuel.

14.6.2. Lead Driver's Patrol Vehicles may be designated for this purpose.

15. PATROL VEHICLE MINIMUMS AND REPLACEMENT REQUIREMENTS

15.1. All Patrol Vehicles in the Vendor's Road Rangers Patrol Vehicle fleet for this Contract shall meet the specific Patrol Vehicle requirements of the Road Ranger Procedure 750-030-015-b and be equipped as indicated in section 1.2.1 and 1.2.2 of the procedure.

15.1.1. A minimum of 18 Patrol Vehicles are required for this Contract.

15.1.1.1. Seven are tow truck vehicles, including one for the Veterans and two spare tow trucks.

15.1.1.2. Eleven pickup truck vehicles which includes two spare pickup trucks.

15.1.2. Assuring Patrol Vehicle availability during the entire service period is the responsibility of the Vendor. It is up to the Vendor to determine if more spare vehicles are required to provide 100% zone coverage. As long as it does not affect coverage in District 7, Veteran's zone may utilize spare trucks when that truck is out for maintenance.

15.2. All Patrol Vehicles in the Vendor's fleet, except as noted below, shall not be older than one year from their original manufactured date and have less than 5,000 miles on an individual Patrol Vehicle's odometer at the beginning of the Contract.

- 15.2.1. The Vendor's fleet may include a maximum of two "used" tow trucks and two "used" pick-up trucks to meet the minimum required number of Patrol Vehicles for this Contract.
- 15.2.2. The "used" Patrol Vehicles shall be used as spare Patrol Vehicles and only put into service if the primary Patrol Vehicles are unavailable.
 - 15.2.2.1. If diesel powered, be no more than two years old and have no more than 100,000 miles (whichever comes first).
 - 15.2.2.2. If gasoline powered, be no more than two years old and have no more than 50,000 miles (whichever comes first).
- 15.2.3. All used Patrol Vehicles shall have verifiable maintenance records available for each Patrol Vehicle that show the vehicle was consistently maintained according to manufacturer's service/interval recommendations.
 - 15.2.3.1. All body panels and parts on the used vehicles shall meet the same appearance standards as new vehicles.
 - 15.2.3.2. "Used" Patrol Vehicles shall be replaced under the same guidelines as new Patrol Vehicles.
- 15.2.4. Flatbed type recovery vehicles are not permitted.
- 15.2.5. During the term of this Contract, vehicles shall be replaced with a new vehicle when they become unreliable. An exception may be made to utilize a used vehicle with approval from the Department Project Manager.
- 15.2.6. The body of the vehicles will be maintained in a good condition; it is understood that the trucks are constantly running and getting normal road damage but extensive damage and dents must be repaired immediately. Body rust is unacceptable.
 - 15.2.6.1. Consideration will be given to the replacement of chassis and/or body separately of each other for vehicles so designed.
- 15.2.7. The Department may require an independent safety inspection of the vehicle by a technician of the Department's choosing (at the Vendor's expense).
- 15.2.8. The Department may add/remove tools/equipment as needed. The Vendor may request Department consideration of the replacement of tools with similar tools that may do the same job or that are not needed.
- 15.2.9. The Vendor is encouraged to utilize any equipment that will aid and add to the safe operation of the Operators.

16. TOW TRUCK VEHICLE SPECIFICATIONS

- 16.1. This Contract requires at least six tow truck vehicles.

- 16.2. The tow truck vehicles shall meet the following requirements:
 - 16.2.1. Minimum Gross Vehicle Weight Rating (GVWR) chassis of 12,000 pounds.
 - 16.2.2. Dual wheel chassis and four ton recovery equipment rating.
 - 16.2.3. Wheel-lift towing equipment, with a minimum lift rating of 3,000 pounds.
 - 16.2.4. All tow equipment shall include proper safety straps.
 - 16.2.5. Boom with a minimum static rating of 5,000 pounds.
 - 16.2.6. Winch cable - 8,000 pound rating on the first layer of cable.
 - 16.2.7. Winch cable - 100 feet of 3/8 inch diameter, with a working limit of 3,500 pounds.
 - 16.2.8. Tow chains of 5/16 inch allowance or Original Equipment Manufacturer (OEM) specs, J and T style hook assembly.
 - 16.2.9. All of the equipment/tools as specified in Road Ranger Procedure 750-030-015-b, 1.2.1 and 1.2.2.
- 16.3. Any and all equipment shall be securely attached and, when appropriate, in reach of the driver without distraction to driving safely.

17. PATROL VEHICLE LOGOS AND MARKINGS

- 17.1. Road Rangers Patrol Vehicles shall have the identification markings listed as listed in Road Ranger Procedure 750-030-015-b.
- 17.2. The Department will provide only the FDOT and SunGuide[®] identification logos for each Patrol Vehicle. All other markings shall be procured and installed by the Vendor.
 - 17.2.1. Exceptions/additions are noted below.
 - 17.2.1.1. Along with Dial *FHP will be (*347).
 - 17.2.1.2. Two inch red letters "INCIDENT RESPONSE" logo below the FDOT logo.
 - 17.2.1.3. Pickup trucks shall also have the "FDOT" logo and identifying Patrol Vehicle number on the tailgate.
 - 17.2.1.4. The Patrol Vehicles will have "INCIDENT RESPONSE" on the dynamic message sign (DMS) where it is seen by drivers when not deployed.

17.2.1.5. A single two inch wide, red/white reflective tape applied as to cause the limits of the truck to be visible at any angle when illuminated by oncoming traffic. The tape should be applied at a minimum height of four feet but may vary according to truck or body configuration.

17.2.1.6. The tailgate of pickups and rear of the tow trucks shall have safety chevrons in red and yellow which illuminate at night.

17.2.1.7. Any changes from the procedure due to vehicle size and shape shall be approved by the Department Project Manager.

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

17.3. Examples of how the marking should appear are shown in Attachment "B". The Department may require the addition/deletion of markings at any time during the term of the Contract.

18. COMPUTER/AUTOMATIC VEHICLE LOCATION (AVL) SYSTEM

18.1. Each Patrol Vehicle shall have a Department provided ruggedized computer/device which enables the Operator to connect to the SunGuide[®] system and enter events. The Vendor and employees shall take care not to damage the Department provided equipment. Any damage caused from negligence or crashes shall be repaired or replaced at the Vendor's expense. The Department will pay for replacements/repairs due to normal wear and tear.

18.2. Currently, each Patrol Vehicle has a Department owned Utility Rocket Dual WIFI Global Positioning System (GPS). This provides modem and GPS for the computer and AVL system. In the future, the Department may opt to have the GPS/modem built into the computer/device.

18.2.1. The GPS is part of the AVL system and shall be monitored by the RTMC/Department.

18.2.2. No unauthorized person shall attempt to remove or repair these units except with the specific permission of the Department's Project Manager or designee.

18.2.3. Tampering with, removing, disengaging or otherwise disabling any of the AVL or GPS components to intentionally render the system non-operational or prevent the vehicle tracking process is strictly prohibited and may lead to the termination of this Contract.

18.3. The Vendor shall provide aircards for each of the computers. This shall be the Vendor's responsibility to provide and maintain the service. Currently the aircard

plugs into the Utility Rocket Dual WIFI GPS; if the Department selects a different type of computer/GPS system, the Vendor may have to adapt their aircards to that system at the Vendor's cost. It is the Department's intent to use internal modem/GPS for newly acquired computers. Vendor shall verify set up prior to acquiring aircards.

18.3.1 The aircard service shall be 4G LTE (Long Term Evolution) and reliable as to allow the Operator's to enter data without delay.

19. COMMUNICATIONS EQUIPMENT REQUIREMENTS

19.1. The Department shall provide SLERS 800 MHz radios as specified in Road Ranger Procedure 750-030-015-b Section 3. The Department shall pay for the initial installment of the mobile/portable radio equipment.

19.2. The radios are used for the Operators to communicate with the RTMC and each other unless communication with FHP on an inter-agency channel is requested by FHP.

19.3. Each Patrol Vehicle will have an operational portable radio (and battery charger) and some Patrol Vehicles will also have a mobile radio when portable signal strength is not sufficient for the area.

19.3.1. A portable radio shall also be provided for the Road Ranger Manager to monitor/utilize.

19.3.2. If there are other reasons to install/remove mobile radios from Patrol Vehicles, (i.e., crash repair or replacement of the vehicle, etc.), the Vendor shall be responsible for the charges.

19.3.2.1. This work may only be performed by a facility cleared to work with the SLERS 800 Mhz radio system. The Department utilizes Communications International, Inc. (CII).

19.3.2.2. The Road Ranger driver will report any radio issues to the RTMC.

19.3.2.3. The Department will provide the Road Ranger Manager with a Battery Conditioner that discharges/recharges the batteries. The Road Ranger Manager will ensure the batteries are conditioned to stay at their optimum capability.

19.3.2.4. The Road Ranger Manager will work with the Department to schedule all radio updates, inspections or inventories that may be required.

19.4. Repairs/Alterations to radios

19.4.1. The radios are under a maintenance/repair agreement with CII. Any damage caused by the driver due to negligence/crash that does not fall under this agreement shall be paid for by the Vendor.

- 19.4.2. Any radios destroyed/lost by the Vendor due to negligence/crash shall be replaced at the Vendor's cost. These losses will be reported to the Department's Project Manager or designee **immediately** due to the sensitivity of the equipment.
- 19.4.3. The Vendor shall not attempt to add/delete channels or perform any other repairs or alterations on the radio systems or portable radios unless instructed by the Department's Project Manager.
- 19.4.4. The Vendor, on the Department's behalf, may be asked to leave portable radios at CII for repairs if needed. Repairs to mobile radios require the Patrol Vehicle to be taken to CII. Long term repairs will require use of a spare truck.
- 19.5. If needed, the Department will provide training/procedures to the Vendor for the operation of the radios. For new hires, it is the responsibility of the Vendor's Road Ranger Manager to ensure all drivers are properly trained.
- 19.6. Cellular telephones
 - 19.6.1. All Road Rangers Patrol Vehicles assigned a zone must be equipped with a cellular telephone.
 - 19.6.1.1. The cellular telephones shall be capable of communicating with the Vendor's Main Office, FDOT District 7 Office, the RTMC, and all other points in FDOT District 7.
 - 19.6.1.2. The phones are also to be available to allow disabled motorists to make three telephone calls in FDOT District 7 to seek assistance.
 - 19.6.1.3. The Vendor shall be responsible for all costs associated with all of the cellular telephones throughout the term of this Contract.
 - 19.6.1.4. The Vendor must have at least one spare in case of breakage.
 - 19.6.1.5. The Operator must immediately notify the Department to report any loss of signal or cellular phone problems of more than 15 minutes duration.
 - 19.6.1.6. Inoperable or faulty cellular phones shall be replaced within 30 minutes of detection of the fault.
- 19.7. Electronic Mail (e-mail)
 - 19.7.1. The Vendor shall maintain a reliable e-mail service at their headquarters and at each facility where Road Ranger's pick-up/drop-off Patrol Vehicles to begin/end their shifts.

19.7.1.1. The e-mail service shall be accessible to Supervisors and Managers.

19.7.1.2. The e-mail service shall be capable of receiving attachments.

19.7.2. The Vendor shall use an up to date "anti-virus" system on any computer which is used to communicate with the Department by e-mail.

19.8. Public Address System

19.8.1. Each Road Rangers Patrol Vehicle shall be equipped with an external speaker, public address system with "air horn" feature in a 100 watts minimum system.

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

20. MAINTENANCE OF ROAD RANGERS PATROL VEHICLES

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

20.1.1. Patrol 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 Hillsborough, Pasco, and Pinellas County Ordinances.

20.1.2. All Road Ranger Patrol Vehicles are subject to random inspections by the Department or designee.

20.1.2.1. These inspections include all installed and additional required equipment.

20.1.2.2. All equipment shall be in working order, i.e., air conditioners/heaters, reading lights, and any and all items that would provide safety, service and comfort for the drivers.

20.1.2.3. If a Patrol Vehicle is found with essential non-working items, it shall not be assigned to patrol duty until the items are repaired.

20.1.3. If a Patrol Vehicle sustains damage in a crash or other incident, it shall not be placed back into service until repaired.

20.2. All repairs shall be done at the expense of the Vendor.

21. PATROL VEHICLE INSPECTIONS

21.1. 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.

21.1.1. During the inspection, expendable supplies shall be replenished.

21.1.2. Any deficiencies noted during these inspections shall be corrected immediately prior to deploying Road Rangers Patrol Vehicles to their designated Patrol Zone

21.1.3. The Vendor shall fully document all inspections and provide copies to the Department when requested.

21.2. All Patrol Vehicles and their associated equipment, accessories and parts shall be subject to periodic spot inspection by the Department or designee for unsafe or poorly maintained Patrol Vehicles, or for improperly equipped Patrol Vehicles.

21.2.1. At its sole discretion, the Department may order such Patrol Vehicles removed from service and replaced at no cost to the Department.

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

22. PATROL VEHICLE DRIVER/OPERATOR REQUIREMENTS

22.1. Road Ranger Operators shall meet all requirements set forth in Road Ranger Procedure 750-030-015-b.

22.2. Operators must be competent in the tasks of operating the Road Rangers Patrol Vehicle and providing safe and proper discharge of the service responsibilities outlined herein.

22.3. Must meet the clearance requirements established in Road Ranger Procedure 750-030-015-b.

22.4. Department reserves the right to reject vehicle Operators, Lead Operators and Managers prior to their being assigned duties related to this Contract.

22.4.1. No reason need be given by the Department.

22.5. Removal of Operators – The Department reserves the right 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.

22.5.1. No reason need be given by the Department.

22.6. Operator Resume/Applications

22.6.1. The Vendor shall maintain and provide, upon request of the Department, resumes/applications of all personnel working on this contract.

22.6.2. The resumes shall contain verifications that the Operator or potential Operators comply with the requirements of the Road Ranger Procedure 750-030-015-b.

22.7. Driving Record and Criminal Background Checks

22.7.1. A security clearance is required for use of the SLERS 800 MHz radios. The Department will perform this criminal background check prior to anyone working of this Contract. See Road Ranger Procedure 750-030-015-b.

22.7.2. The Vendor shall insure that all Management, Supervisors, Operators and potential Operators are subject to driving record and criminal background checks.

22.7.2.1. Copies of all checks conducted by the Vendor or their agent shall be furnished to the Department upon Department's request.

22.7.2.2. The Department's Project Manager, the FHP, the Hillsborough Transportation Authority and/or any other authority approved by the Department may conduct additional checks at any time.

22.8. Driver's License Check Requirements

22.8.1. 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.

22.8.2. The Vendor shall provide the Department with updated Road Rangers Patrol Vehicle Operator driver license checks every six months.

22.9. Licensing - Hillsborough County Public Transportation Commission

22.9.1. All Operators shall be licensed by the Hillsborough County Public Transportation Commission as required.

22.10. Drug-Free Workplace Compliance

22.10.1. The Vendor must have, subscribe to and practice a drug-free work environment program that is in compliance with sections one through six of Florida Statute 287.087, and consistent with their signed drug-free workplace affidavit and ensures a high compliance and regard for public safety.

22.10.2. Operators shall be drug free in accordance with Section 112.0455, Florida Statutes, prior to beginning operations.

22.10.3. Operators shall undergo additional testing in concurrence with FDOT "Drug-Free Workplace and Testing Policy" (topic number 001-250-013) and at a minimum of every six months.

23. OPERATOR CONDUCT AND GROOMING

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

23.1.1. Wear clean uniforms at the start of each shift. Uniform shall consist of:

23.1.1.1. Neon uniform style shirts with collars (authorized exception to FDOT policy).

23.1.1.1.1. Shirts shall have a FDOT Road Ranger Patch on the left shoulder and a Tampa Bay SunGuide® patch on the right shoulder. Specific dimensions, types of emblems, colors will be provided to the Vendor.

23.1.1.1.2. Shirts must be tucked into trousers at all times.

23.1.1.2. Dark Blue/Navy uniform work trousers or uniform style work shorts with black belt (no jeans or cutoffs).

23.1.1.3. If a cap is worn, it must match the uniform pants and be without adornment, lettering or patches unless specifically approved by the Department.

23.1.1.3.1. The FDOT approved reflective safety cap is acceptable.

23.1.1.4. Black shoes, work boots or leather sneakers.

23.1.1.5. If jacket is worn, it must match the trousers and be without ornamentation unless approved by the Department.

23.1.1.6. All uniform items must be in good repair and appearance.

23.1.1.7. Operators shall be well groomed, clean, with neatly trimmed hair, including facial hair if worn and have no offensive body odor or visible offensive tattoos.

23.1.1.8. Undershirts, if worn, shall not have printing, logos, or pictures which show through the outer shirt.

23.1.1.9. No emblems, patches, Vendor's names, or logos will be permitted, unless authorized by the Department.

23.2. Be professional and courteous at all times.

23.3. Alcohol/Drugs

- 23.3.1. Operators shall not 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 under this Contract or reporting for duty under this Contract.
- 23.3.2. Operators shall not have the smell of alcoholic beverages while on duty.
- 23.3.3. Operators shall not ingest alcoholic beverages within eight hours of coming on duty.
- 23.3.4. Operators shall not possess or use any illegal drugs or illegally use any drug while employed under this Contract.
- 23.3.5. Operators shall adhere to all instruction that come with prescription medications as it relates to driving or operating machinery.
- 23.3.6. The Vendor shall never allow an Operator to work under this Contract if they feel he/she is impaired in any way.
- 23.3.7. If the Vendor determines that an Operator reported for work or was working while in violation of any part of this section, they shall immediately and permanently remove the Operator from eligibility to work under this Contract.

24. TRAINING AND CERTIFICATION REQUIREMENTS FOR OPERATORS

- 24.1. All Operators shall obtain the training and certifications required by Road Ranger Procedure 750-030-015-b Section 5 within 60 calendar days from the Notice to Proceed of the Contract. Operators currently working as an FDOT Road Ranger may use proof of any current training so long as it is in effect.
- 24.2. The Vendor must ensure that all certifications are kept up to date and performed by entities authorized/certified to provide the training.
 - 24.2.1. The cost of training is at the Vendor's expense.
 - 24.2.2. Operators may take the Computer Based Maintenance of Traffic course provided by the Department as initial training until a class is available.
 - 24.2.3. The Vendor shall ensure that Operators with training that is near expiration receive the required re-training prior to expiration.
 - 24.2.3.1. In no case shall an Operator be allowed to operate under this Contract if their various mandatory certifications/training has expired.
- 24.3. If the Vendor chooses to provide their own training, the trainer(s) must be fully certified and licensed (if required) to conduct the training.
- 24.4. The Vendor shall maintain a current listing, by Operator names, that documents the

types of training received, date training was received, the date training/certification expires, location of training and instructor's name.

24.4.1. The list shall be provided to the Department or designee at request and made available at any inspections.

24.5. 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 reimburse the Vendor at the following rates:

24.5.1. If the "Special Training" does not require use of the Road Ranger Patrol Vehicle(s) for the training/meeting, then the Department will pay one-half (50%) of the hourly Contract rate for each employee attending, except the Road Ranger Manager.

24.5.2. If the training requires use of the Road Ranger Patrol Vehicle(s) for the training, then the Department will pay the hourly Contract rate for each employee attending with such Patrol Vehicle required for the training, except the Road Ranger Manager.

24.5.3. The monthly invoice to the Department shall list training charges on a separate line, indicating the date, time and nature of the training as well as the number of Operators/Lead Operators in attendance.

25. MINIMUM PAY RATE FOR OPERATORS

25.1. Throughout the term of this Contract, unless adjusted upward by the Vendor, the Vendor shall be required to compensate all Operators working under this Contract a minimum wage of \$13.00 per hour.

25.2. Lead Operators shall be paid a minimum of \$14.00 per hour.

25.3. Proof of compliance with this Contract requirement shall be made available for review by the Department via the Vendor's payroll register or employee's payroll check.

26. OPERATOR DUTIES AND RESPONSIBILITIES

26.1. The Vendor shall perform the following duties and responsibilities in an efficient and professional manner.

26.2. Patrolling - Continuously patrol the designated areas seeking disabled vehicles, stranded motorists, debris in the roadway, spilled loads, vehicle crashes, obstructions to traffic and other potential hazards.

26.2.1. The Road Ranger Patrol Vehicles shall continuously patrol the assigned Patrol Zones in continuous loops.

- 26.2.2. Operators shall not use shoulders during normal patrolling unless responding to a specific emergency request if it allows a Road Ranger to reach the destination faster.
 - 26.2.2.1. If the Operator uses the shoulder, they shall do so with all due care.
 - 26.2.2.2. Their speed shall be reasonable and prudent so as not to collide with any person, vehicle, object or structure.
- 26.2.3. Any path or maneuver contrary to law or this Contract must be cleared by law enforcement.
- 26.3. Operators shall comply with lawful orders of law enforcement.
 - 26.3.1. If responding to crashes or other incidents, the Operator shall, if necessary, communicate the need to arrive at the scene to the law enforcement officer controlling traffic at the time to gain clearance to the scene.
- 26.4. Inquiry into controversies shall be handled by the Department's Project Manager.
- 26.5. Operators shall use their horn and/or air horn when necessary to alert drivers.
- 26.6. Clearing and Clean Up
 - 26.6.1. Clear lanes of all disabled vehicles encountered in the Road Ranger designated Patrol Zone.
 - 26.6.2. Remove small non-hazardous debris from the roadway and paved shoulder area and place in areas for collections by the Vendor's pickup truck or Asset Contract personnel.
 - 26.6.3. Notify the RTMC of any debris or obstructions on the roadway or paved shoulder area too large for the Road Rangers Operator to remove or move with assistance from another Road Ranger Operator.
- 26.7. Notifications
 - 26.7.1. Notify the RTMC as noted in other sections of this Exhibit "A", Scope of Services for the following:
 - 26.7.1.1. Accidents, emergencies, law enforcement situations, or responding to directives given by external agencies that is outside the Scope of this Contract.
 - 26.7.1.2. Verified fires that will impact traffic and lane blockage and call the local fire department.
 - 26.7.1.3. Large spilled loads or large debris, or in other situations as appropriate.

26.7.1.4. For spilled loads or large debris or incidents requiring advanced MOT or roadway repairs.

26.7.1.5. Operators will be trained in Rapid Incident Scene Clearance (RISC) to assist the RTMC in determining when one occurs.

26.7.2. Notify the RTMC of all major incidents or accidents resulting in road or lane closures of more than one hour.

26.7.3. Report to the RTMC road damage or other damage needing repair.

26.7.4. If first upon the scene of an injury accident, call 911.

26.8. Interaction with Motorists

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

26.8.1.1. That moving, fueling, servicing their vehicle or calling a towing service is being provided FREE of charge as a courtesy by the Florida Department of Transportation.

26.8.1.2. Once the vehicle is cleared from the travel lanes, Operators may only attempt minor repairs not to exceed approximately 15 minutes.

26.8.1.3. Should repairs not prove possible within the 15 minute time frame, the motorist shall be allowed up to three telephone calls of three minutes duration each, using the Road Ranger Patrol Vehicle's cellular telephone to make arrangements for further service, towing, or transportation.

26.8.1.4. All costs for further service, towing or transportation must be paid by the motorist.

26.8.1.5. The Operator shall never comment on the quality or lack of quality of any repairs or work done by dealerships or garages.

26.8.2. In no event shall the Vendor or the Operator provide or recommend any towing, repair service or facility to the disabled motorist.

26.8.3. If the motorist requests the assistance of a motor club, the Operator shall provide the motorist with the use of a cellular phone.

26.8.4. All rotation towing requests by the Operator shall go through the law enforcement agency unless the motorist makes a special request for a specific towing company.

26.9. Assistance to Motorists

26.9.1. The Road Ranger Operators shall provide prompt, courteous and skillful assistance to motorists as follows:

26.9.1.1. Move the disabled vehicle from traffic lanes with the least practical delay, either pushing or towing.

26.9.1.2. Change flat tires.

26.9.1.3. Provide jump-starts.

26.9.1.4. Provide up to one gallon of 93 octane unleaded fuel to motorist enabling them to reach the closest fueling location.

26.9.1.5. Provide water for radiators and/or bottled water for drinking.

26.9.1.6. Assist motorist with mechanical failures and perform minor repairs where feasible if they can be remedied quickly (maximum 15 minutes).

26.9.1.7. Never leave a motorist stranded with a disabled vehicle in a potentially unsafe or dangerous location on the roadway whereby they may be hit or suffer injury by other motor vehicles.

26.9.1.7.1. Make a special effort to remain with female or elderly persons until help arrives or they can be re-located to a safe place.

26.9.2. The Vendor or Road Ranger 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/or cancellation of this Contract.

26.10. Disabled Vehicles

26.10.1. The Road Ranger Operator shall offer services to stranded motorists even if the motorist's vehicle is already pulled out of the travel lane.

26.10.2. Disabled vehicles shall be removed from the travel lanes, with the least practical delay, by moving them to the shoulder area or drop location using the appropriate method (pushing or towing).

26.10.3. The Operator shall use all safety precautions and procedures considered appropriate.

26.10.4. Vehicles disabled due to serious crashes with injuries or fatalities, shall not be moved except when directed by Law Enforcement Officials or the Department.

26.10.5. Vehicles disabled due to crashes without injury shall be moved from the travel lanes.

26.10.6. Should a motorist refuse to allow a disabled vehicle to be cleared from the

travel lanes; the Operator shall contact the RTMC for FHP assistance.

- 26.10.7. The Road Ranger shall provide the motorist with a copy of the Florida Statute 316.061 card informing them that they may be cited for a nonmoving violation, punishable as provided in Florida Statute 318. The Road Ranger Operator shall remain on the scene until FHP or law enforcement personnel arrive.
- 26.10.8. 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 within approximately one-half (½) mile of the exit.
- 26.10.9. Rotation towing service or other towing service requests shall be made by the disabled motorist at their expense. They may utilize the Vendor's cell phone for this purpose.
- 26.10.10. Vehicles that are disabled due to lack of fuel shall be provided with a minimum amount of proper fuel (one gallon) to reach the closest fueling location.
- 26.10.11. All disabled vehicles that are relocated shall be parked with the wheels turned away from the roadway and the parking brake set if possible.

26.11. Abandoned Vehicles

- 26.11.1. When an abandoned vehicle is observed, the Operator shall contact the RTMC 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 an orange tag provided by FHP with the time/date the vehicle was tagged.
- 26.11.2. If the abandoned vehicle is impeding traffic, or is considered to be a potential safety hazard, the Operator shall call the RTMC to report the vehicle location and request FHP permission and or assistance to move the abandoned vehicle so that safety to the traveling public will not be endangered.

26.12. Crashes

- 26.12.1. If first on scene and a call have not been made, if appropriate, the Operator shall call 911 for Law Enforcement, Fire and ambulance assistance as necessary and remain at such scene until the appropriate assistance arrives.
 - 26.12.1.1. Immediate evaluation and assessment is necessary to assure that appropriate assistance will arrive as soon as possible. Do not wait.
- 26.12.2. The Operator shall follow all directions of Law Enforcement personnel.

26.12.2.1. Do not question the officer's request, but, if the Operator disagrees, they should make note of the incident so it can be later evaluated by the Department's Project Manager.

26.12.2.2. Do not complain to the law enforcement agency directly.

26.12.2.3. The Department Project Manager will handle any incident where there is a difference of opinion or procedure or conflict with policies.

26.12.2.3.1. Contact the RTMC as soon as possible but do not delay any request made by law enforcement.

26.12.3. The Road Ranger Operator shall protect crash scenes by setting MOT using highway flares, cones, flagging, and/or flashing amber/white lights, arrow boards, and assisting in traffic control.

26.13. Vehicle Assistance to Law Enforcement Personnel

26.13.1. The Road Ranger Operator shall render assistance to Law Enforcement personnel within this Exhibit "A", Scope of Services.

26.13.2. It is extremely important that the Vendor promotes good will and cooperation with Law Enforcement.

26.13.2.1. The Operator shall honor the request of a Law Enforcement Officer to remove their vehicle to a safe place if in a hazardous location or stuck.

26.13.2.2. Otherwise, assist the Law Enforcement Officer in getting towing assistance as you would the public if they are unable to call for their own (keep in mind they may have a towing company under Contract to tow for their agency).

26.13.3. Any reasonable request by Law Enforcement Officials to provide assistance outside of the designated patrol highways shall be honored however, the Vendor must notify the Department within 24 hours after the request to receive authorization for reimbursement of the assist if additional Patrol Vehicles/hours beyond the normal route were required.

26.13.4. Road Ranger Operators shall follow the instruction of, and obey the orders of Law Enforcement personnel.

26.14. Transporting People

26.14.1. If vehicle assistance or towing services cannot be obtained for a motorist(s), rather than leaving the person(s) stranded, the Operator shall contact the Vendor's Manager or Main Office and request authorization to transport the person(s) to the nearest exit ramp or facility with available

communications within the physical limits of this Contract.

26.14.2. When transporting people, immediately prior to beginning the transport, the Operator shall radio in the location and beginning mileage to the RTMC. Immediately upon arrival at the drop off point, the Operator shall again radio in the mileage and the fact that the transport is complete.

26.14.3. Animals - After clearing the travel lane, the Road Ranger Service Operator shall call and report the location, type, and condition of injured or dead animals to RTMC.

26.14.4. Report to the RTMC live animals found in abandoned vehicles or running about on the right of way.

26.14.4.1. If the animal is loose, and the Road Ranger can do so without placing themselves in danger, they may attempt to tether the animal until the FHP or other authority arrives.

26.15. Lead Operators Duties

26.15.1. Lead Operators shall meet the all the requirements and have a minimum of one year as an Operator in District 7 or two years experience as a Road Ranger Operator.

26.15.2. Lead Operators are responsible for ensuring all Patrol Zones are covered and that Operators are working within their Patrol Zones as assigned.

26.15.3. Responsible for new Operator training.

26.15.4. Respond to accidents involving other Operators.

26.15.5. Assist Operators with questions regarding procedures and decisions.

26.15.6. Conduct "Ride-Alongs" when requested by the Department.

26.15.7. The Lead Operator may also serve as a "supply vehicle".

26.15.8. There will be one Lead Operator on duty 24/7. Lead Operators may work as Operators, but if not functioning as the Lead, shall be billed as an Operator.

27. COURT APPEARANCES

27.1. Operators/Lead Operators who are required to make court appearances/depositions due to an incident while on duty shall be billed at 50% of the hourly billing rate. Operators shall be paid their normal salary for the time spent. The Operator must be employed by the Vendor at the time of the appearance.

27.2. It is the Operator's responsibility to provide documentation of the time spent on official business, including date and time and signed by the attorney or Clerk of the

Court. This documentation shall be submitted with the invoice.

28. SAFETY RULES AND GENERAL REGULATIONS

- 28.1. Patrol Vehicle Operators shall follow the following safety rules and general regulations. The Operators shall:
- 28.1.1. Keep all communications radios, monitors and cellular phones 'on' and the volume 'up.'
 - 28.1.2. Remain on their assigned Patrol Zone and depart from the Patrol Zone only as described in this Contract.
 - 28.1.3. Obey all traffic laws.
 - 28.1.4. Wear their seat belt/safety belt/shoulder harness at all times when operating their Patrol Vehicle.
 - 28.1.5. Restrain from smoking in Road Ranger Patrol Vehicles by the Operators or passengers.
 - 28.1.6. Stop on the Interstate/ramps/shoulders only to service an incident. Recording the details of an incident shall be done off the Interstate travel lane.
 - 28.1.7. Never push a vehicle that obscures visibility in the pushing direction. Such vehicles shall be towed.
 - 28.1.8. Exercise caution and safety at all times.
 - 28.1.9. Contact the FHP when appropriate.
 - 28.1.10. Use extreme caution in moving all disabled vehicles.
 - 28.1.11. Not carry firearms or other weapons either on their persons or in the Road Ranger Patrol Vehicle.
 - 28.1.12. Use flashing lightbars in conformance with the Florida Motor Vehicle Code and only in the following circumstances:
 - 28.1.12.1. When merging, exiting from traffic lanes or slowing to make a stop at an incident site.
 - 28.1.12.2. To warn traffic when performing services specified herein.
 - 28.1.12.3. The use of red or blue flashing or revolving lights or police siren is prohibited under this Contract and is grounds for immediate termination of this Contract.

- 28.1.13. All Operators shall wear DOT approved, Class Three, orange safety vest, with or without sleeves, at all times while on duty.
 - 28.1.13.1. The vests shall meet and be labeled as meeting American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004 Standard.
 - 28.1.13.2. The vest shall be replaced immediately if damaged or visually faded/discolored.
- 28.1.14. Vendor shall provide appropriate rain gear for the Operators.
 - 28.1.14.1. The rain gear shall meet and be labeled as meeting Class Two, ANSI/ISEA 107-2004 Standard.
 - 28.1.14.2. The rain gear shall have the words, "ROAD RANGER," in large block letters, in a contrasting color, on the back of the rain coat/jacket.
 - 28.1.14.3. Operators shall only use this type of rain gear when operating under this Contract. A Class Three vest is still required over the rain gear.

29. AUTHORIZED LEAVE FROM PATROL ZONE

- 29.1. Road Ranger Patrol Vehicles shall not leave their designated Patrol Zone without the authorization from RTMC.
- 29.2. Authorized leave shall include, but not be limited to:
 - 29.2.1. Mechanical failure of the Road Ranger Patrol Vehicle.
 - 29.2.2. In this instance a backup Patrol Vehicle shall be supplied by the Vendor and put into service within a 30 minute time frame.
 - 29.2.2.1. If the Vendor is unable to meet this deadline, they shall immediately notify the RTMC.
 - 29.2.3. Replenish fuel and expendable supplies at the nearest facility not to exceed two miles from the highway exit ramp.
 - 29.2.4. Response to an order from a Law Enforcement Officer, Fire Department Official, RTMC Operator, Department Project Manager, or other FDOT designated personnel.
 - 29.2.5. Assist the other Patrol Zone on a call at the direction of the RTMC.
 - 29.2.6. To change Operators at the end of a shift.

- 29.2.7. To circumvent a queue to reach an incident or a lane blockage.
- 29.2.8. Provide an Operator a rest (break) period of no longer than 15 minutes.
 - 29.2.8.1. Such rest periods shall be outside the periods of 7:00 AM - 9:00 AM and 2:00 PM - 6:00 PM, on any day.
 - 29.2.8.2. Rest periods shall be no more frequent than one per four hour time frame worked by the specific Operator.
- 29.2.9. Provide a Road Ranger Operator a meal period of no longer than thirty (30) minutes.
- 29.2.10. To provide Service Patrol or assistance in support of a special event, natural disaster, or emergency evacuation.
- 29.2.11. Response to a Hurricane Advisory Warning during a hurricane/evacuation when sustained wind speeds reach 39 MPH or the Department or FHP determines it to be unsafe for motorist vehicles to remain on the roadways.
- 29.2.12. Operators shall notify and get clearance from the RTMC when a request is made to leave the assigned Patrol Zone by another agency.

30. DROP LOCATIONS

- 30.1. A drop location is a space for parking disabled vehicle if the roadside shoulder space is not sufficiently wide.
- 30.2. Drop Locations are necessary to keep emergency lanes open, especially on bridges or areas restricted for space for vehicles to travel.
- 30.3. Drop locations also serve as a place to move vehicles from emergency lanes, when it is necessary to keep emergency lanes open for emergencies (i.e., evacuations).
- 30.4. Some Road Ranger Patrol Zones may have designated drop locations for disabled vehicles (such as required along the Howard Frankland Bridge area).
- 30.5. The Department will identify/determine the drop locations with the assistance of the Vendor.

31. COMMENT CARDS (RESPONSE FORM) AND OTHER PRINTED MATERIAL

- 31.1. The Road Ranger Operator shall provide a postage-paid Comment Card bearing a Department's return address to the individual receiving assistance (one person per vehicle).
 - 31.1.1. Using a sample format provided by the Department, the Vendor shall be responsible for the initial preparation of 1000 Comment Response Cards before initiation of Road Ranger Service Patrol activities.

31.1.2. Thereafter, the Vendor shall expect to print, furnish, and provide first class postage to a minimum of 19,000 Road Ranger Service Patrol Comment Cards annually.

31.1.3. The Vendor shall be responsible for all costs associated with the printing, and distribution.

31.1.4. The Vendor shall be responsible for ensuring an adequate number of blank cards are always present in each active Road Ranger Service Patrol Vehicle throughout the duration of this Contract.

31.2. The Department may require the Vendor to distribute other printed material to motorists, such as maps or safety information. The Vendor shall comply with such requests.

32. SERVICE PATROL DATA COLLECTION

32.1. The Data Terminal and Radio System furnished by the Department shall be used for the collection of data.

32.2. In the event the Department's SunGuide[®] System becomes inoperable, Road Ranger Operators shall maintain "daily Road Ranger Incident Management Logs" which shall be completed and submitted daily to the Vendor's Manager at the end of the Operator's shift.

32.3. Road Rangers Service Patrol Data Collection Logs shall reflect the data shown in the Road Ranger Procedure 750-030-015-b in section 4.1.2.

32.4. The Department reserves the right to change the data required or the method of collection and reporting at any time.

33. DISPOSAL OF DEBRIS

33.1. Disposing of debris gathered during the patrolling rounds and generated during incidents are the responsibility of the Vendor.

33.2. One of the Road Ranger Patrol pickup trucks shall be utilized to gather all debris generated during the Road Ranger Patrols. No debris shall be left on bridges or median shoulders by barrier walls.

33.3. Vendor shall use appropriate containers to store materials collected from travel lanes or at the incident sites during clean up.

33.4. Vendor shall dispose of debris and materials in a safe and appropriate manner and in accordance with local ordinances and regulations.

33.5. The Vendor shall not be required to handle hazardous material, but shall be responsible to report hazardous material to the RTMC and/or on scene fire rescue.

34. DAMAGE TO MOTORIST PROPERTY

- 34.1. The Vendor shall repair, at Vendor's expense, any damage caused by **negligence** of the Operator to the Department's or motorist's property while performing service under the Contract.
- 34.2. The Vendor shall notify the Department, in writing, of any and all claims of injury or damage by the Vendor within 24 hours of the claim being made.

35. INSPECTIONS

- 35.1. The Department or designee may inspect, at any time, the condition/utilization of equipment, vehicles, articles, supplies and chemicals that may be applicable to this Contract.
- 35.2. The Department may determine if all equipment, vehicles, articles, supplies and chemicals are fit for their intended use and may place any equipment, vehicles, articles, supplies and chemicals out of service if they are damaged or otherwise not suitable for the task.
- 35.3. The Department may make a performance inspection at any time.
- 35.4. Discrepancies
 - 35.4.1. Should the Department find any discrepancies, the Vendor shall have 24 hours to resolve them.
 - 35.4.2. Failure to resolve these discrepancies within this time frame may result in Vendor's placement in non-compliance status as described in the Non-Compliance sections of this Contract and the Florida Department of Transportation Standard Written Agreement.
- 35.5. The Department may perform periodic inspections on the Vendor's safety throughout the area that the services are being provided. However, maintaining the safety required throughout the work zone shall be the sole responsibility of the Vendor, and in no way relieve Vendor of final responsibility for providing safety equipment and procedures for the protection of employees and the public throughout the work areas.
- 35.6. The Department shall have the right to visit the site/area/department location where the services are being performed/provided by the Vendor for inspection of the facilities, work and the products of the Vendor at any time.
- 35.7. Any unsafe or poorly maintained Patrol Vehicles, or improperly equipped Patrol Vehicles, as determined by the Department shall be recommended for removal from service and replaced at no cost to the Department.

- 35.8. The Vendor shall replace Patrol Vehicle(s) removed from service within 30 minutes of receiving notification to do so from the Department.

36. INSURANCE

- 36.1. The Vendor shall maintain the following insurance policies according to the minimum limits set forth below in addition to those required in the standard written agreement.
- 36.2. Each policy shall be in the name of the Vendor and shall include coverage for towing and storage.
- 36.3. The policy shall be effective throughout the period that the Vendor is under Contract to the Department.
- 36.4. Workers' compensation and employer's liability insurance as required by State Statute.
- 36.5. Garage liability insurance in an amount not less than \$1,000,000.00 combined single limit liability.
- 36.6. Garage keepers' legal liability insurance in an amount not less than \$60,000.00 for each 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.
- 36.7. The following minimum levels of combined bodily injury liability insurance and property damage liability insurance required by section 627.7415, Florida Statutes, in addition to any other insurance coverage as required by this Contract.
- 36.8. \$50,000.00 per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds.
- 36.9. The insurance coverage required shall include those classifications listed in standard liability manuals, which most nearly reflect the operations of wrecker operators.
- 36.10. Companies authorized to do business in the State of Florida shall issue all insurance policies required above.
- 36.11. The Vendor shall furnish certificates of insurance to the Contract Administrator prior to the execution of the Contract, and after those 30 days prior to the expiration dates of the policies for the remainder of the Contract period. 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 30 days prior written notice to the Department Project Manager.

37. SPONSORSHIPS

- 37.1. 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. See Attachment "C" for sponsorship guidelines.

38. CONTRACT PERIOD

- 38.1. The beginning period of this Contract is upon execution and Notice to Proceed shall begin on or about November 1, 2013 thru October 31, 2018 for a five year service period. Notice to Proceed shall be issued by the Department's Project Manager.
- 38.2. This Contract may be renewed for a period that may not exceed an additional three years or the term of the original Contract, whichever period is longer.
- 38.2.1. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.
- 38.2.2. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Contract.

39. WAIVER OF DISCREPANCIES

- 38.1 The Department's Project Manager may waive discrepancies to this Exhibit "A", Scope of Services or delayed implementation of certain provisions if it is in the Department's best interest.

40. FUEL PRICE ADJUSTMENT

- 40.1. The Department recognizes the instability of fuel prices and it is in the best interest 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:
- 40.1.1. When fuel prices increase, within the formula's parameters, then the Vendor will be reimbursed for the increased costs.
- 40.1.2. When fuel prices decrease, within the formula's parameters, the reimbursement to the Vendor will be lowered accordingly.
- 40.2. Base Fuel Prices
- 40.2.1. The base fuel price for this Contract is as follows:
- 40.2.1.1. Gasoline – \$3.55 per gallon.
- 40.2.1.2. Diesel Fuel – \$3.92 per gallon.
- 40.2.2. The base usage per vehicle/per hour for this Contract is:

- 40.2.2.1. Gasoline – 3.0 gallons per hour.
- 40.2.2.2. Diesel Fuel – 2.0 gallons per hour.
- 40.2.2.3. 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.

40.3. Quarterly Fuel Cost Review

40.3.1. The Department will review fuel prices quarterly to determine if there is a significant change (+/- 5%) from the base price of fuels.

40.3.2. The calculation will be done separately for Gasoline and Diesel Fuel

40.3.3. Method of Computation

40.3.3.1. The Department price adjustments due to fuel cost fluctuations shall utilize the Federal Government's Official U.S. Energy Information Administration website (www.eia.gov/petroleum/gasdiesel/). For gasoline, use "Regular – Conventional Areas, Florida. For diesel, use "Diesel – all types, Lower Atlantic".

40.3.3.2. After the end of each Contract quarter, the Department will average the fuel costs for that quarter using the information at the web site listed above.

40.3.3.3. The average price will be compared to the base price.

40.3.3.4. If the average price is not 5% from the base price in either direction, there will be no change in the reimbursement rate.

40.3.3.5. If the change is greater than 5% (+/-), then the Department will adjust the reimbursement rate to the closest full percent (%).

40.3.3.6. 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 monthly (invoice period).

40.3.3.7. Example:

To calculate the adjustment amount - \$3.85 (average) per gallon minus \$3.55 (gasoline base cost) per gallon equals \$0.30 (difference) per gallon

\$0.30 divided by \$3.55 equals 8% which is >5% than base so it qualifies for adjustment

\$0.30 times 3.0 (gallons per hour/per vehicle-gasoline) equals \$0.90 adjustment per hour

A sample invoice for a total of 4464 hours (six vehicles 24/7 for 31 days) times \$0.90 (adjustment per hour) = \$4,017.60 fuel adjustment for the month.

Calculations will be made for both Diesel and Gasoline powered vehicles.

41. LIQUIDATED DAMAGES

- 41.1. It is recognized that this Contract is a "Performance Based" Contract in which the Vendor's performance and compliance with the Exhibit "A", Scope of Services shall be evaluated periodically by the Department.
- 41.2. On occurrences on which 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.
- 41.3. The infractions that shall activate the invoice payment reduction for liquidated damages shall include, but are not limited to:
 - 41.3.1. Tampering, removing, disengaging or disabling AVL (GPS) components - \$500.00 per occurrence, per day.
 - 41.3.2. Unauthorized Sponsorship - \$500.00 per day until the sponsorship is terminated.
 - 41.3.3. Not disposing of debris in legal manner - \$250.00 per occurrence.
 - 41.3.4. Failure to turn in Identification Card when an Operator terminates employment - \$250.00 per occurrence.
 - 41.3.5. Improperly licensed Operator - \$150.00 per occurrence and Operator must be removed from service until properly licensed.
 - 41.3.6. Not providing proof from a licensed facility that all Operators are drug free in accordance - \$100.00 per occurrence, per Operator.
 - 41.3.7. Safety violation by Operator (examples: not wearing/using safety equipment, careless operation of the vehicle, etc.) - \$100.00 per occurrence.
 - 41.3.8. Loss of Identification Card - \$10.00 per occurrence.
 - 41.3.9. Operators not patrolling their assigned Patrol Zone in a continuous loop -

\$100.00 per occurrence, per day.

- 41.3.10. Patrol Vehicles not equipped with vehicle logos - \$100.00 per occurrence, per day.
- 41.3.11. No cellular telephone or inoperative cellular phone - \$100.00 per occurrence, per day.
- 41.3.12. Unauthorized leave of Patrol Vehicle from Patrol Zone - \$100.00 per occurrence, per day.
- 41.3.13. Sleeping on Duty - \$100.00 per occurrence, per day.
- 41.3.14. Not deploying the backup Patrol Vehicle within 30 minutes from the breakdown of the regular Patrol Vehicle - \$100.00 per occurrence and in combination with Florida Statute 14.5.3.1, \$50.00 per hour until the Patrol Vehicle is made available.
- 41.3.15. Failure to comply with training requirements as specified in this Contract - \$50.00 per day, per Operator for each day out of compliance.
- 41.3.16. If at any time a Patrol Vehicle and Operator are unavailable for routine Zone Patrol - \$50.00 per hour, for each hour service is not provided.
- 41.3.17. Failure to change shifts within the allotted time - \$50.00 per occurrence, per Patrol Vehicle.
- 41.3.18. Failure to have specified equipment or other specified items on Patrol Vehicle (per truck, per incident) - \$50.00 per occurrence, per day.
- 41.3.19. Not maintaining the interiors and exteriors of Patrol Vehicles neat and clean, as described in this Contract - \$50.00 per occurrence, per day.
- 41.3.20. Incomplete Patrol Operations Logs - \$50.00 per occurrence, per day.
- 41.3.21. Improper uniforms - \$50.00 per occurrence, per day.
- 41.4. The list above is not inclusive of all 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.
- 41.5. 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.
- 41.6. It shall be the Vendor's responsibility to notify the Department when in compliance.
- 41.7. Application of liquidated damages shall not waive the Department's right to terminate the Contract in the interest of the Department.

42. TERMINATION

- 41.1 Reference is made to paragraph six of the Standard Written Agreement. Any necessary default action will be processed in accordance with Department Management Services Rule 60A-1.006(3).

43. CONTRACT INVOICE

- 43.1. The Vendor shall submit monthly invoices in a format acceptable to the Department.
- 43.2. The monthly invoice to the Department shall list Department approved “special training” charges on a separate line, indicating the date, time and nature of the training as well as the number of Operators Lead Operators in attendance.
- 43.3. The Department may, at any time, make changes to the format/procedures required for invoice submittals.
- 43.4. At any time the Vendor may be required to provide Operator timesheets.
- 43.5. The Vendor shall be required to submit a separate invoice or invoices to different government entities for services performed (i.e., Veteran’s Expressway, Leroy Selmon Crosstown Expressway, etc.).
- 43.6. If the Department assesses “Liquidated Damages”, the Vendor shall be notified, in writing, of the date and nature of the infraction.

44. SUNPASS® NON-REVENUE ELECTRONIC TOLLING TRANSPONDERS

- 44.1. SunPass® Non-Revenue transponders are governed by Florida Statute 338.155(l), and are exempt from paying tolls when using the toll facility on official state business.
- 44.2. Use of SunPass® non-revenue electronic tolling transponders.
 - 44.2.1. SunPass® non-revenue transponders are mounted in all Road Ranger Vehicles covering Patrol Zones that are electronically tolled.
 - 44.2.1.1. The SunPass® non-revenue transponder shall be mounted to the interior top center of the Patrol Vehicle windshield to the right of the rearview mirror so as not to obstruct the Operator’s view.
 - 44.2.1.2. Upon the need to replace a Patrol Vehicle windshield, it shall be the responsibility of the Vendor to notify the Department to request a replacement and to remove the mounted SunPass® non-revenue transponder from the damaged windshield and return it to the Department.

44.2.2. The SunPass[®] non-revenue transponder is for official Road Ranger Patrols only. No other use is authorized.

44.2.2.1. Unauthorized use of a transponder may result in disciplinary action in accordance with Rule 14-17.012, Florida Administrative Code.

44.3. Vendor Responsibility

44.3.1. It shall be the responsibility of the Vendor to:

44.3.1.1. Maintain a complete inventory/accountability of the SunPass[®] non-revenue transponders.

44.3.1.2. Immediately report, in writing, to the Department, missing SunPass[®] non-revenue transponders.

44.3.1.3. Immediate report, in writing, to the Department, improper use of any SunPass[®] non-revenue transponders.

44.3.1.4. Surrender all SunPass[®] non-revenue transponders to the Department immediately upon the expiration of the Contract.

44.3.2. If a SunPass[®] non-revenue transponder is used improperly, stolen, or lost, it shall be the responsibility of the Vendor to pay all tolls, replacement costs and any other associated costs.