REQUEST FOR PROPOSAL REGISTRATION
PLEASE COMPLETE AND RETURN THIS FORM ASAP
FAX TO (386) 758-3791 OR E-MAIL TO Darlene Sawyer, darlene.sawyer@dot.state.fl.us

RFP Number: RFP-DOT-16/17-2374-DS

Title: ROAD RANGER SERVICES FOR DISTRICT TWO

Proposal Due Date & Time (On or Before) WEDNESDAY, JANUARY 18, 2017 @ 2:00 PM

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (386) 758-3791, or by e-mail to Darlene Sawyer, darlene.sawyer@dot.state.fl.us.

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com, under this RFP number (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, then click on “Search Advertisements”, click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

Company Name:______________________________________________________________

Address: ________________________________________________________________

City, State, Zip: ___________________________________________________________

Telephone: (____) __________________ Fax Number: (____) ____________________

Contact Person: ___________________________________________________________

Internet E-Mail Address: ___________________________________________________

For further information on this process, e-mail or telephone: Darlene Sawyer, darlene.sawyer@dot.state.fl.us, (386) 961-7732
EXHIBIT A

SCOPE OF SERVICES

ROAD RANGER SERVICES FOR DISTRICT TWO

1. OBJECTIVE

The Florida Department of Transportation (Department) District Two Incident Management program, under the SunGuide Intelligent Transportation System (ITS) Program, desires to provide 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 Highway Assistance Services shall include proactively assisting the Traffic Incident Management Program and Florida Department of Transportation’s District Two Regional Transportation Management Center to manage incidents in an effort to reduce traffic congestion and delay caused by vehicle crashes, disablements and non-hazardous material spills. This responsibility includes the ability to recognize hazardous spills and immediately report same to the FDOT Regional Transportation Management Center (RTMC). This Program is anticipated to lower the potential for secondary crashes by assisting with incidents and providing preliminary Maintenance of Traffic (MOT) for other responders to expedite recovery time.

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

2. DEFINITION OF TERMS USED IN THE AGREEMENT

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

Regional Transportation Management Center (RTMC): A multi-agency dispatch and communications facility housing both Department and RTMC Operators and Supervisors. Facility is used for dispatch, communications, traffic monitoring and management for traffic incidents on the freeways.

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

FHP: Florida Highway Patrol

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

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

**Sponsorships:** An agreement involving private enterprise to obtain program funding in exchange for marketing and advertising opportunities for the sponsor.

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

**MOT:** Maintenance of Traffic.

**ARTERIAL SAFE TOW:** Use of aforementioned tow vehicle(s) to remove stranded vehicles on arterials to nearest safe location per request from Law Enforcement 24/7.

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

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

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

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

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

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

**Drug-Free Workplace Compliance:**

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

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

**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 & 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 potential project area spans approximately one hundred fifty four (154) centerline miles (one way) in Jacksonville and St. John’s County. During the life of the contract, the service area may expand for additional routes. The delivery of services shall be broken down into routes that enable each patrol to operate within their assigned area and reach incidents and/or stranded motorists with minimum delay.
7. **VENDOR’S SUPERVISOR**

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

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

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

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

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

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

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

8. **EMERGENCY & OTHER SERVICES**

At times, the Department may identify a need to utilize the Service Patrol Operators for purposes not specifically outlined in this Scope such as expositions, safety events and meetings. 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.

**Emergency Services:**

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

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

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

1. The Department’s Traffic Incident Manager will provide the location and time of the meeting(s) to the Vendor at least two (2) weeks in advance.

2. Attendance at the meeting shall not result in fewer Road Rangers on patrol.

9. SERVICE PATROL HOURS OF OPERATIONS

Anticipated hours: Monday through Friday 6:30 AM to 6:30 PM. If a holiday falls within the scheduled work week, the Vendor shall provide coverage at the normal hourly rate. Any changes in the schedule will be addressed by the Project Manager on an “as needed” basis. 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 Vendor shall reduce the monthly invoice to reflect the time the Service Patrol was not available. The invoice reduction shall be in addition to any liquidated damages incurred by the Vendor.

10. SERVICE PATROL SHIFT CHANGES

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

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

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

Service Patrol Operators shall respond to all requests for service or assistance from the Department or a Law Enforcement Officer even if the request comes near the end of the Operator’s shift. The services requested shall be accomplished prior to the Operator terminating their shift.
At shift changes, the Vendor shall be allowed a maximum of thirty (30) minutes from the time a unit leaves designated route until the time the unit must be back on route to change drivers, fuel, inspect vehicles and re-stock supplies.

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

A. Payment for extended services:

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

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

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

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

Physical Facilities:
The facilities where Service Patrol Operators pick-up their trucks to begin or end their shifts shall be in locations that meet all local zoning requirements for the purpose and 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 Vendor and approved by the Department. Each route shall have specific turn-around locations and shall start and end at specific entrance/exit ramps.

13. ROUTE ADJUSTMENTS

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

a) Except during times of emergency, the Department will advise the Vendor of any required adjustment to a route within forty-eight (48) hours prior to the effective date of adjustment.

b) The Vendor will be given thirty (30) days' notice when a new “permanent” service area is added to the Contract that will increase the total number of hours of service.
c) The Vendor may agree to shorter notice at the time of the notification.

d) Service to the “new permanent” service area shall be at the same hourly rate as that for other service areas.

14. SERVICE PATROL VEHICLE ASSIGNMENTS

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

Specific Vehicle Assignments:

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

a) On-Call 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 site cleanup and disposal of waste generated from incident.

Backup Vehicles:

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

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

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

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

Re-supply Vehicles:

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

15. SAFE TOW SPECIFICATIONS

Vendor 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:

1. Car on bridge
2. Vehicle in unsafe location * (bend, close to line, downside of hump, travel lane, etc.)
   *Road Ranger Operator should attempt to push/pull vehicle – if possible
3. Repair being performed puts Ranger or motorist in unsafe position
4. Causing 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.
6. Law Enforcement Request Required for vehicle involved in crash

16. **SERVICE PATROL VEHICLE MINIMUMS & REPLACEMENT REQUIREMENTS**

A minimum of ten (10) vehicles, including backup Road Ranger vehicle and Minimum Class A and Class C tow vehicles for safe tow activities are required at the onset of the contract. The Department reserves the right to decrease or increase the number of vehicles without a Contract Amendment. The Vendor will be given 14 days’ notice when the Department increases or decreases the number of vehicles.

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

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

- a) Vendor shall assure vehicle availability during the entire service period.

- b) Upon contract execution, all vehicles in the fleet shall not be greater than one (1) year old from their original manufactured date with a maximum of 500 miles.

- c) All used vehicles shall have verifiable maintenance records available for each vehicle that show the vehicle was consistently maintained according to manufacturer’s service/interval recommendations.
  - All body panels and parts on the used vehicles shall meet the same appearance standards as new vehicles.
  - “Used” vehicles shall be replaced under the same guidelines as new vehicles.
  - Consideration will be given to the replacement of chassis and/or body separately of each other for vehicles so designed. Should Vendor desire separate replacement, they shall request, in writing, and include the specific reasons for the request.

- d) Fleet may include a maximum of one (1) “used” tow truck to meet the minimum required number of patrol vehicles. Vendor’s fleet may include any of their company-owned FHP-approved tow trucks. Flat-type recovery vehicles are permitted if they are approved by FHP for services

- e) During the term of the Contract, gasoline powered vehicles will be maintained to OEM standards for operations on public highways. Any vehicle that fails to meet these criteria shall be removed from service regardless of years or mileage.
17. **SERVICE PATROL VEHICLE LOGOS AND MARKINGS**

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

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

**Required Identification Markings:**

- Eleven (11.5) inch diameter F.D.O.T. logo (both sides).
- Eight and a half (8.5) inch by nine and a half (9.5) inch SunGuide logo (both sides).
- Two (2) inch black letters “A FREE SERVICE” logo below the F.D.O.T logo.
- Pickup trucks shall also have “A FREE SERVICE” logo on the rear bumper.
- All vehicles shall have a three-digit number placed on or near the driver's door and the rear bumper that shall identify each patrol vehicle. The numbers shall be sequential, all starting with “2_ _,” such as 201, 202.
- “Dial *“FHP (*347)” painted or affixed in two-inch (2”) white letters on blue background.
- Traffic Incident Management logo on sides of vehicles and 2” wording “Traffic Incident Management” to be placed on back bumper.

**Required Conspicuity Markings:**

A single two (2) inch wide, red/white strip of reflective tape applied so as to cause the limits of the truck from any angle to be visible at night when illuminated by oncoming traffic.

- The tape should be applied at a minimum height of four (4) feet, but may vary according to truck or body configuration.
- On the rear of the vehicle the tape shall be applied to the upper portion of the bumper.
- Gaps in the tape where members protrude or the configuration does not lend itself to tape application shall be considered normal.

All markings and decals shall be maintained in a clean, bright and readable condition throughout the term of this contract. Markings’ placement may vary due to vehicle type and configuration but shall be approved by the Department.

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

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

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

- Sponsor markings/decals do not cover any FDOT required logos.
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.

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

18. **TOW TRUCK VEHICLE SPECIFICATIONS**

- Minimum Gross Vehicle Weight Rating (GVWR) chassis of twelve thousand (12,000) pounds.
- Dual wheel chassis and four (4) ton recovery equipment rating.
- Wheel-lift towing equipment, with a minimum lift rating of three thousand (3,000) pounds.
- All tow equipment shall include proper safety straps.
- Boom with a minimum static rating of five thousand (5,000) pounds.
- Winch Cable - eight thousand (8,000) pound rating on the first layer of cable.
- Winch Cable - one hundred feet (100’) of three eight inch (3/8”) diameter, with a working limit of three thousand five hundred (3,500) pounds.
- Towing slings rated at three thousand (3,000) pounds minimum.
- Tow chains of five-sixteenths inch (5/16”) allow or OEM specs, J.T. hook assembly.
- A rubber face push bumper.
- Spot light capable of directing a beam centered in any direction of a 360-degree horizontal arc around the vehicle.
- Power outlets (“booster outlets” or “hot boxes”), front and rear-mounted, with outlets compatible to twelve (12)-volt booster cables.
- Heavy duty, sixty (60) + amps charged battery.
- Suitable cab lighting.
- A trailer hitch capable of handling a 1.875 inch ball and/or two (2) inch ball.
- Motorcycle transporting capability.
- Rear work lights.
- Safety chain D-ring or eyelet mounted on rear of vehicle body.
- A roof-mounted amber warning / strobe light bar with front to rear directional flashing capability, equipped with removal lenses and on/off switch in cab that meet or exceed the specifications described in Appendix “B”.

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

19. PICKUP TRUCK VEHICLE SPECIFICATIONS

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

20. AUTOMATIC VEHICLE LOCATION (GPS) SYSTEM

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

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

c) Throughout the term of the Contract, the Vendor shall be responsible for all costs associated with the monthly service and maintenance of the Radio / GPS system.
21. COMMUNICATIONS EQUIPMENT REQUIREMENTS

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. All radio equipment shall be supplied and maintained by the Contractor.

Radio Communications Requirement:

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

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

a) The Department will approve the equipment to ensure it interfaces with the Department Communications systems and meets the Department’s requirements.

b) The Department can, at will, replace communications radios with upgraded units to better serve the needs of the Department.

c) The Vendor shall be responsible/ensure that all communications equipment shall be standardized and compatible for all stakeholders identified in the performance of this contract.

Cellular Telephones with Two-way Radio Capability

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

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

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

Vendor shall maintain a reliable e-mail service capable of receiving attachments at their headquarters and at each facility utilized by Road Rangers. All e-mails associated with this contract shall fall under the Department’s requirements for Public Records request and must be retained for three years.

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

22. SERVICE PATROL VEHICLE ACCESSORIES / PARTS / TOOL BOX REQUIREMENTS

a) Each Service Patrol Vehicle shall, at a minimum, have a toolbox containing tools as listed below. Tools and equipment shall meet the quality requirements of the Department Project Manager.
   • Screwdrivers – one (1) each: ¾ Standard 1/8; 3/16; 1/4; 5/16) ¾ Phillips head #1 and #2
   • Needle nose pliers (one pair).
   • Adjustable rib joint pliers, two-inch minimum capacity (one pair).
   • Adjustable wrenches – one (1) each: ¾
     Eight (8”) inch ¾
     Twelve (12”) inch.
   • Five (5) pound hammer (one (1) each).
   • Rubber mallet (one (1) each).
   • Electrical tape (twenty (20) yards).
   • Duct tape (twenty (20) yards).
   • Tire pressure gauge (one (1) each).
   • Bolt cutters – 24” or larger (one (1) pair).
   • Wire cutting pliers (one (1) pair).
   • Complete set of open end and box wrenches (both metric and standard).
   • Two, (4”) X (6”) X (12”) wood blocks.
   • Four (4) safety chains, minimum five feet in length.
   • Fifty (50) foot, ½ inch rope with attachable body harness.

b) Each Service Patrol Vehicle shall, at a minimum, carry the following accessories and parts:
   • Diesel fuel (minimum five (5) gallons) in a clearly labeled approved can or tank.
   • Ninety- three (93) octane unleaded gasoline (minimum five (5) gallons} in a clearly labeled approved can or tank.
   • First aid kit (First Responder Kit, fully stocked) (one (1) each).
   • Fire extinguishers – two (2) each ten (10) pound Dry Chemical ABC, meeting all safety requirements. If seal is broken, unit shall be tested, resealed and certified.
   • Pry bar, minimum thirty-six (36”) inches in length (one (1) each).
   • Radiator water (ten (10) gallons) in clearly labeled container.
   • Twenty-four (24”) inch wide street broom (one (1) each).
   • Shovels, Square-end (one (1) each).
   • Highway wet flares, thirty (30) minute burn (twenty-four (24) each.
   • “Turboflares” are acceptable in lieu of Highway Wet Flares.
   • Cones, DOT approved, thirty-six (36”) inch reflectorized -fifteen (15) each. Vendor
shall replace cones semi-annually (or earlier if damaged or visually faded/discolored).
- Long Frame Aluminum Jack, 2 ½ ton, one (1) each, or steel jack, three (3) ton, one (1) each.
- Air compressor, one (1) each, with at least 12 CFM capability, capable of inflating tires of vehicles and operating impact wrench.
- Air operated impact wrench with sockets to fit all vehicles (metric and standard), one each.
- Lug wrenches (metric and standard) to fit all vehicles, one each.
- Large 2 or 5-cell battery flashlight and spare batteries (one (1) set).
- Booster cables, three (3) gauge copper wire with heavy-duty clamps and one end adapted to vehicle’s power outlets, minimum twenty five (25) feet in length (one (1) set).
- Funnel, multi-purpose, flexible spout (two (2) each).
- One trash can - five (5) gallon.
- Ten (10) gallons of absorbent material for liquid spills equivalent to or exceeding the brand name “Speedy Dry.”
- Drinking water, individually sealed bottles, minimum sixteen (16) ounce, chilled (twelve (12) each).
- One roll paper towels.
- Water cooler for potable water
- Additional Safety Equipment, as warranted
  - Fifty (50) Department approved Comment Cards, provider by the Vendor
  - 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.

23. MAINTENANCE OF SERVICE PATROL VEHICLES

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

a) Vehicle exteriors and interiors shall be kept neat, clean and polished, and shall be maintained in conformance with the requirements of the Motor Vehicle Code, applicable Florida Statutes, Rules of the Department of Highway Safety and Motor Vehicles and Duval County.

24. SERVICE PATROL VEHICLE INSPECTIONS

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

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

25. SERVICE PATROL OPERATOR REQUIREMENTS

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

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

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

**Operator Resumes:**

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

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

a) Speak and understand English fluently
b) Demonstrated ability to exercise sound judgment.

c) Documented mechanical background to perform the required vehicle repairs.

d) Have a current Class “E” or higher (Tow operator) Driver’s license in accordance with the Florida Motor Vehicle Code. Vendor is responsible for ensuring the Service Patrol Operators maintain current and valid licensing requirements throughout the term of the contract.

e) Minimum age of eighteen (18) years old.

f) Verification of “Safe Driving Record.”

g) References which have been verified by Vendor Supervisory personnel or a service paid for the purpose.

h) The results of driving record and criminal background checks.

**Driving Record and Criminal Background Checks:**

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

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

a) The Vendor shall furnish to the Department the name, date of birth, social security number and address of all applicants for employment on this contract.

b) Criminal record checks shall go back to the employee’s date of birth.

c) The Department’s Project Manager may have one or more of the following conduct driving and criminal background checks on the applicant(s): Florida Department of Law Enforcement, the FHP, the Department or other authority approved by the Department at
the expense of Vendor.

d) Drivers/Operators shall have a safe driving record, in accordance with FDOT “Driver’s Records Requirements” procedure (topic number 250-000-010), prior to beginning operations.

e) The Vendor shall provide the Department with updated Service Patrol Operator driver’s license checks every six (6) months.

OPERATOR SECURITY CLEARANCE FOR USE OF SLERS

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.

A. Drug free in accordance with Section 112.0455, Florida Statutes, prior to beginning operations. 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

Potential Security Clearance Denial Reasons may include:

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

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

26. DRIVER / OPERATOR CONDUCT AND GROOMING

a) The Drivers/Operators shall be professional and courteous at all times, shall exercise good sound judgment in carrying out their duties and shall conduct themselves in such a manner that will reflect favorably upon the Department.

b) Drivers/Operators shall wear clean uniforms at the start of each shift. All uniforms items
shall be maintained in good repair and appearance. Uniforms shall consist of:

- Uniform style shirts with collars as approved by the Department. Undershirts, if worn, shall not have printing or pictures which show through the outer shirt.

- Each uniform shirt shall have a “SunGuide” emblem and a DOT RR emblem (specific dimensions, locations for and types of emblems, colors, etc. will be provided to the Vendor by the Department). No other emblems, patches, Vendor’s names, or logos will be permitted, unless authorized by the Department.

- Shirts shall have a FDOT RR Patch on the left shoulder and a D2 SunGuide patch on the right shoulder.

- Shirts must be tucked into trousers at all times.

- Dark Blue / Navy uniform work trousers (no jeans or cutoffs), belted (black).

- If a cap is worn, it must match the uniform pants and be without adornment, lettering or patches unless specifically approved by the Department. The FDOT approved reflective safety cap is acceptable.

- Black steel-toed shoes with laces.

- If a jacket is worn, it must match the trousers and be without ornamentation.

- 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.

**Alcohol/Drugs:**

a) Service Patrol Operators shall not have the smell of alcohol, be intoxicated or under the influence of alcohol or any controlled substance or medical prescription or any other drug that causes impairment anytime while working or reporting for duty under this contract.

b) The Vendor shall never allow a Service Patrol Operator to work under this contract if they feel he/she is impaired in any way.

c) No 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.

d) If the Vendor determines that a Service Patrol Operator reported for work or was working
while in violation of any part of this section, they shall immediately and permanently remove the Service Patrol Operator from eligibility to work under this contract.

27. TRAINING AND CERTIFICATION REQUIREMENTS FOR SERVICE PATROL OPERATORS

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

Certification and Training in CPR.

Certification and training in Basic First Aid.

SHRP 2 Road Ranger 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 Vendor shall show them a training video in conjunction with hands-on training to ensure that the new employees understand the basic safety principals of MOT.

- This process shall only be used to temporarily satisfy this requirement for new employees until the operator can attend the required training.

a) The actual required certification/training shall be completed within the first 60 days of employment.

b) Service Patrols Operators are required to attend a refresher MOT course annually.

c) The Vendor shall ensure that all Service Patrol Operator Certifications remain valid for the duration of the contract. Under no circumstances shall a Service Patrol Operator be allowed to operate under this Contract if their various mandatory certifications / training have expired.

d) If the Vendor chooses to do their own training, the trainer(s) must be fully certified and licensed (if required) to conduct the training.

e) The Vendor shall maintain a current listing, by Service Patrol Operator names, documenting the types of training received, date training was received, the date training/certification expires, location of training and instructor’s name.

- The list shall be provided to the Department or designee each quarter of the calendar year, beginning with the effective date of this Contract.
f) Special Training - The Department may identify “Special Training” at a time after the start date of this contract. If the Department requires the Road Rangers to attend “Special Training” / meetings that are not specified in this Contract, then the Department will pay all charges through a Letter of Authorization.

28. 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 Vendor. Contract wage rates shall not increase to offset any wage rate increases.

• Proof of compliance shall be made available for review by the Department.

b) The Vendor shall be required to initiate a Service Patrol Operator hiring and retention program that will be reviewed by Department’s Project Manager on a quarterly basis.

29. SERVICE PATROL OPERATOR DUTIES AND RESPONSIBILITIES

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

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

b) Service Patrol Operators shall not use road shoulders during normal patrolling. Using due care and at a reasonable and prudent speed, Service Patrol Vehicles may use the road shoulder when responding to a specific emergency request, if it allows them to reach the destination faster.

c) Any path or maneuver contrary to law or this contract must be cleared by law enforcement and Service Patrol Operators shall comply with lawful orders of Law Enforcement.

d) If necessary, when responding to crashes or other incidents, the Service Patrol Operator shall communicate to the Law Enforcement officer at the scene the need to gain access to the scene.

e) All inquiries into controversies shall be handled by the Department’s Contract Manager.

f) Service Patrol Operators shall use their horn and/or air horn when necessary to alert drivers.

g) All requests for wrecker or towing services shall be coordinated through the Transportation Management Center. Road Rangers shall not request or recommend wrecker or towing services for the motorist.

h) Offer Road Ranger comment cards to motorists who receive assistance.
Clearing and Clean Up:

a) Clear lanes of all disabled vehicles encountered in the Road Rangers’ Service Patrol Sector.

b) Remove small non-hazardous debris from the roadway and paved shoulder area and place in areas for collections by the Vendor’s pickup truck.

c) Any debris too large for Road Ranger vehicle trash can shall be moved to the side of roadway.

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

Notifications:

Notify the Department RTMC or Project Manager for the following:

a) Accidents, emergencies, law enforcement situations, or responding to directives given by external agencies outside the scope of the contracted services.

b) Verified fires that will impact traffic and lane blockage.

c) Large spilled loads or large debris, or in other situations as appropriate.

d) Spilled loads or large debris or incidents requiring advanced maintenance of traffic (MOT) or roadway repairs.

e) All major incidents or accidents resulting in road or lane closures.

f) Any road damage or other damage needing repair.

Advice to Motorists:

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

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

b) Once the vehicle is cleared from the travel lanes, Service Patrol Operators may only attempt minor repairs not to exceed approximately fifteen (15) minutes.

c) Should repairs not prove possible within the fifteen- minute time frame criteria due to their complexity, the motorist shall be allowed a minimum of three (3) telephone calls using the Service Patrol Vehicle’s cellular telephone to make arrangements for further service, towing, or transportation.

d) All costs for further service, towing or transportation must be paid by the motorist. This DOES NOT include services provided by the on-call tow truck.
e) The Service Patrol Operator shall never comment on the quality or lack of quality of any repairs or work done by dealerships or garages.

f) In no event shall the Vendor or Service Patrol Operators provide or recommend any towing, repair service or facility.

**Assistance to Motorists:**

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

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

b) Change flat tires.

c) Provide jump-starts.

d) Provide up to one (1) gallon of eighty-nine (89) octane unleaded fuel to motorist enabling them to reach the closest fueling location.

e) Provide water for radiators and / or chilled bottled water for drinking.

f) Assist motorist with mechanical failures and perform minor repairs where feasible (maximum fifteen (15) minutes).

g) 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.

h) The Vendor or Service Patrol Operators shall not charge any fees, accept any gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of employee and possible cancellation of this contract.

**Disabled Vehicles:**

a) The Service Patrol Operator shall offer its services to all stranded motorists. Disabled vehicles shall be removed from the travel lanes to the road shoulder, with the least practical delay.

b) Should a motorist refuse to allow a disabled vehicle to be cleared from the travel lanes, the Service Patrol Operator shall contact the FHP and the RTMC for assistance, and shall remain on the scene until FHP or 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 Law” (Florida Statue 316.061) card informing them that they may be cited for a non-moving violation, punishable as provided in chapter 318.

c) The Service Patrol Operator shall not attempt to move such disabled vehicles where
injuries or fatalities are involved until directed to do so by authorized Law Enforcement personnel.

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

Abandoned Vehicles:

a) When an abandoned vehicle is observed, the Service Patrol Operator shall contact the FHP/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 a comment card depicting the time/date the vehicle was discovered.

b) If the abandoned vehicle is impeding traffic or is considered to be a potential safety hazard, the Service Patrol Operator shall call the FHP via the RTMC to report the vehicle location and request to move the abandoned vehicle.

Crashes:

a) 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.

b) The Service Patrol Operator shall follow all directions of Law Enforcement personnel.

c) The Service Patrol Operator is not to question or complain to Law Enforcement personnel directly, but shall inform the Department’s Contract Manager of any incident where there is a difference of opinion, procedure or conflict with policies.

d) The Service Patrol Operator shall protect crash scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, arrow boards, and assisting in traffic control.

Assistance to Law Enforcement Personnel:

a) The Service Patrol Operator shall promote good will and cooperation while rendering assistance and shall follow the instruction of and obey the orders of Law Enforcement Personnel.

b) Any reasonable request by Law Enforcement Officials to provide assistance outside of the designated patrol highways shall be honored. The Operator must notify the RTMC if additional vehicles/hours beyond the normal route were required. Moving Disabled Vehicles from Traffic Lanes:

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

a) Vehicles disabled due to crashes without injuries or fatalities shall not be moved without permission of the driver, except when directed by employees or agents of the Department, Law Enforcement Officials or the Expressway Authority (Florida Statue 316.061).
b) Drivers of vehicles involved in crashes without injuries or fatalities who refuse to allow their vehicle to be moved, shall be provided a copy of the Florida Statute (Move It Law pamphlet) that states, “The vehicle shall be moved out of the travel lane if the vehicle can be moved.”

c) If the crash involves an injury or fatality, the vehicles shall not be moved until directed by Law Enforcement Officials.

d) Disabled vehicles on roadways or bridges without shoulders or sufficiently wide emergency lanes shall be pushed or towed to a safer location off the next exit ramp or an alternate location off the bridge or main traffic lanes/ramp within approximately 1/2 mile of the exit.

**Transporting People:**

a) If vehicle assistance or towing services cannot be obtained for a motorist(s), the Service Patrol Operator shall contact the 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.

b) Immediately prior to the beginning and at the completion of the transport, the Operator shall contact the RTMC with the location and mileage.

c) Transport procedure must be followed when requesting to transport. (See Exhibit D)

**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.

**30. SAFETY RULES AND GENERAL REGULATIONS**

a) Conform to the latest Department Conduct Standards Rules and the Ethical Conduct Rules

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) Operators shall not carry firearms or other weapons either on their persons or in the vehicle

i) Operators shall 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 Road Ranger operators and all passengers shall 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 No. 001-010-015, Smoking Policy.*
m) Comment cards should not be completed for the motorist

31. **AUTHORIZED SERVICE PATROL VEHICLE STOPS**

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

a) Assisting stranded motorist(s) with minor repairs.
b) Removing disabled vehicles from travel lanes.
c) Removing small spills (non-hazardous) and debris from the travel lanes.
d) Assisting Law Enforcement Officials with crash site traffic management.
e) The initial check of “abandoned” vehicles to confirm that the vehicle is without occupants or animals that may be sick, injured or deceased.
f) 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 SPARR entry for five (5) minutes.
i) Re-fuelling Service Patrol Vehicle.
j) Assisting the Department or its Vendors with Incident Management.

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

If a motorist does not request a specified towing service, repair facility, or individuals to assist them, 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.

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

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

a) Using a format approved by the Department, the Vendor shall have prepared one thousand (1,000) Comment Response Cards prior to beginning Road Rangers Service Patrol activities.
b) The response cards shall be obtained from PRIDE by the Department. The Vendor shall be responsible for payment to PRIDE directly.

c) The Service Patrol Operator shall provide a postage-paid Comment Card to every individual receiving assistance (one person per vehicle).

d) Thereafter, the Vendor shall print, furnish and provide first class postage for a minimum of nineteen thousand (19,000) Comment Cards annually.

e) The Vendor shall notify the Department when they have distributed fifteen thousand (15,000) Comment Cards.

f) The Vendor shall be responsible for ensuring that each active Service Patrol Vehicle is supplied with an adequate number of blank cards at all times.

g) The Department may require the Vendor to distribute other printed material to motorists, such as maps or safety information.

34. SERVICE PATROL DRIVER / 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.

35. DISPOSAL OF DEBRIS

a) Clear lanes of all disabled vehicles encountered in the Service Patrol Sector. It is the Contractor's responsibility to 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 Contract Project Manager of any hazardous waste spill. The Road Ranger 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.

36. DAMAGE TO MOTORIST PROPERTY

a) The Vendor shall bear the cost of repair for any damage caused by negligence of the operator to the Department's or a motorist's property while performing service under the Contract.

b) The Vendor shall notify the Department, in writing, of any and all “claims” of injury or damage by the Vendor within twenty-four (24) hours of the claim being made.

37. INSURANCE

In addition to the general liability insurance required as referenced in Section 4 of the Standard Written Agreement, the Vendor shall maintain the following insurance policies throughout the term of the contract according to the minimum limits set forth below. Each policy shall be in the name of the Vendor and shall include coverage for towing and storage. All insurance policies shall be with insurers qualified and licensed to do business in the State of Florida.
a) Vendor shall have and keep in force during the period of this Agreement an Automobile Liability Insurance which provides coverage in the amount of at least Five Hundred Thousand Dollars ($500,000.00) combined single limit per occurrence for bodily injury and property damage arising or occurring in connection with the use of an automobile by the Vendor or any Person on behalf of the Vendor in connection with Services provided pursuant to this Agreement.

b) The Vendor must carry and keep in force during the period of this Agreement a Garage Keepers legal liability insurance policy or policies with a company or companies authorized to do business in the state of Florida, covering customer vehicles in the Vendor’s Care Custody and Control in an amount of at least sixty thousand dollars ($60,000.00) per loss, covering perils of fire and explosion; theft of a vehicle, its parts or contents; riot and civil commotion; vandalism; malicious mischief; and damage to a vehicle in tow.

c) All insurance policies shall be with insurers qualified and licensed to do business in the State of Florida. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Department. Ten (10) days’ notice of cancellation for nonpayment of premium.

d) The Department shall be exempt from and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor and/or subcontractor providing such insurance.

e) The following minimum levels of combined bodily injury liability insurance and property damage liability insurance acquired by section 627.7415, Florida Statutes, in addition to any other insurance coverage as required by the contract:

- Fifty-thousand dollars ($50,000.00) per occurrence for a wrecker with a gross vehicle weight of less than thirty-five thousand (35,000.00) pounds.

- The insurance coverage required shall include those classifications listed in standard liability manuals, which most nearly reflect the operations of wrecker operators.

- The wrecker operator shall furnish certificates of insurance to the Contract Administrator prior to the execution of the contract, and after those thirty (30) days prior to the expiration dates of the policies. The certificates shall clearly indicate that the wrecker operator has obtained insurance of the type, amounts and classifications required for compliance with this section and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written to the FDOT Contract Administrator.

38. SPONSORSHIPS

This section provides minimum standards for sponsorship, vehicles, equipment, tools, and expendables to be used for the Road Ranger Program. Each District Program Manager shall establish a Quality Assurance process to ensure that the standards established in this procedure are met and maintained by the contractors:
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 logos. Placement of logos and vehicle wraps may vary based upon vehicle size, type and configuration. All costs for initial vehicle graphics and installation will be the responsibility of the Sponsor. Any replacement of decals, insignia or vehicle wraps (full or partial) that are the result of damages 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 is 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 the procedure Road Ranger Operations, 750-030-015-c. 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 shall have the right to 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 VENDOR. 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, subject to the availability as reasonably determined by FDOT. The Sponsor shall make written requests to Vendor for such use with a minimum of thirty (30) days’ notice in advance and Vendor will obtain approval by FDOT. Scheduling and coordination will be between Vendor and the Road Ranger Service Patrol provider for the area. Participation of Service Patrol Vehicles and Road Rangers assisting with the special event/publicity shall not hinder the normal contracted operations of the Road Ranger service provider. The Sponsor shall be responsible to pay for the driver’s wages and pay Federal mileage rates only and shall compensate the Road Ranger service provider directly.
39. **FUEL PRICE ADJUSTMENT**

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

a) When fuel prices increase, within the formula’s parameters, then the Vendor will be reimbursed for the increased costs.

b) When fuel prices decrease, within the formula’s parameters, the reimbursement to the Vendor will be lowered accordingly.

**Base Fuel Prices:**

Base fuel price will be calculated using a cost average of the dates from 1/1/2010 to 01/31/2010 as provided in the [http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp](http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp) website.

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

b) The base usage per vehicle / per hour for this contract is:

- Gasoline – 3.0 gallons per hour.
- Diesel Fuel – 2.0 gallons per hour.

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

**Annual Fuel Cost Review:**

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

**Method of Computation:**

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


a) The average price will be compared to the average price from the previous contract year.
b) If the average price has not increased or decreased by more than 20%, there will be no change in the reimbursement rate.

c) If the change is greater than 20% (+/-), then the Department will adjust the reimbursement rate to the closest full percent (%).

d) The actual adjustment will be calculated by subtracting the base rate from the adjusted rate, and multiplying the result by the gallons of consumption per hour / per vehicle and multiplying that result by the total vehicle hours for the month (invoice period).

Example:

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

Sample invoice for a total of 4464 hours (six vehicles 24/7 for 31 days) * 2.1 (adjustment per hour) = $9,374.40 fuel adjustment for the month.

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

40. LIQUIDATED DAMAGES

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

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

a) Tampering, removing, disengaging or disabling AVL (GPS) components - $500.00 per occurrence per day.

b) Tampering, removing, disengaging or disabling SLERS components - $1000.00 per occurrence 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

b) Unauthorized Sponsorship - $500.00 per day until the sponsorship is terminated.

c) Not disposing of debris in legal manner - $100.00 per occurrence.

d) Improperly licensed driver - $100.00 per occurrence.

e) Not providing proof from a licensed medical practitioner that all Operators are drug free in accordance with the contract - $100.00 per occurrence/per operator.

f) Safety violation by Operator/Driver (examples: not wearing/using safety equipment,
careless operation of the vehicle, etc.) - $100.00 per occurrence.
g) Loss of Identification Card - $50.00 per occurrence.
h) Service Patrol Vehicle Operators not patrolling their beat in a continuous loop - $100.00 per occurrence/per day.
i) Service Patrol Vehicles not equipped with vehicle logos - $100.00 per occurrence/per day.
j) No cellular telephone or inoperative cellular phone - $100.00 per occurrence/ per day.
k) Road Ranger vehicle off route more than one (1) mile - $100.00 per occurrence.
l) Sleeping on Duty - $100.00 per occurrence.
m) Not deploying the backup vehicle within thirty (30) minutes from the breakdown of the regular vehicle - $100.00 per occurrence and in combination with number 14.5.3.1, $50.00 per hour until vehicle is made available.
n) Failure to comply with training requirements as specified in this contract - $50.00 per day/per employee for each day out of compliance.
o) If at any time a Service Patrol Vehicle and Operator are unavailable for routine beat patrol- $100 per occurrence, and $50.00 per hour thereafter, for each hour service is not provided.
p) Failure to change shifts within the allotted thirty (30) minutes - $50.00 per occurrence/per unit.
q) Failure to have specified equipment or other specified items on truck (per truck, per incident) - $50.00 per occurrence/per day.
r) Not maintaining the interiors and exteriors of Service Patrol Vehicles neat and clean, as described in this Contact - $50.00 per occurrence/per day.
s) Not submitting documentation of monthly Service Patrol Vehicle Inspections - $50.00 per occurrence.
t) Incomplete Service Patrol Operations Logs - $50.00 per occurrence/per day.
u) Improper uniforms - $50.00 per occurrence / per day.
v) Recommending a Tow Company – Per Section 29 Advice to Motorists (f) - $100.00 per occurrence for confirmed reports of this violation.
w) Accepting Tips – Per Section 29 Assistance to Motorists (h) - $500.00 per occurrence for confirmed reports of this violation.
x) Tobacco use in Vehicles – Per Section 26 Alcohol/Drugs (c) - $500.00 per occurrence for each confirmed report of this violation.
y) 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.
z) Supervisor (or designee) fail 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 Department ITS staff or delegate contractor (i.e. RTMC Operator/Supervisor). 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.
   aa) Skipped mandatory monthly Safety Meeting for all Road Ranger Operators - $1,000.00
   bb) Refusal or inability to provide safe tow - $100.00 per occurrence.
   cc) 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 until the Vendor complies with the terms and conditions of the contract. It shall be the Vendor’s responsibility to notify the Department when in compliance.

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

Consultant: ___________________________ Fax #: ___________________________
Submitted by: ______________ Signed: ______________ Date: ______________
(Name Printed) (Signature)

SUBMIT THE ANSWERS TO THE FOLLOWING QUESTION IN A TYPED NUMBERED FORMAT ON SEPARATE PAGES.

1. How many years of participation has your firm had with a Florida based Traffic Incident Management Team? Which part of Florida?

2. How many years has your firm been involved in towing operations?

3. How many tow trucks does your firm have available for safe tows at any one time?

4. Where will your firm’s office(s) be located and will units be able to respond to any route within one-half hour (30 minutes)?

5. How many years has your firm been associated with the Florida Highway Patrol during incident management and/or towing operations?

6. What resources will your firm utilize to recruit and/or train Road Ranger operators?

7. Does your firm have an existing safety program for vehicle operators with documentation of such dating back to calendar year 2008?

8. Describe any attributes that make your firm especially qualified to work on this contract.
   (Limit 2 pages)
EXHIBIT B
ROAD RANGER SAFE TOW SERVICES FOR DISTRICT TWO

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:  
$65.00 – Class C  
$135.00 – 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. Name of vehicle operators  
b. Cellular phone contact information  
c. Vehicle license plate numbers  
d. Make, model and color of the vehicles  

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 Vendor representative. 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.
APPENDIX A
DMS FOR DISTRICT 2 ROAD RANGER SERVICE PATROL
TRUCK MOUNTED DYNAMIC MESSAGE SIGN

(2 LINE, 10” CHARACTER LED CHANGEABLE MESSAGE SIGN)

Specifications

SIGN DISPLAY

Number of Message Lines................................................................. 2
Number of Characters per line.......................................................... 8
Character Height.................................................................................. 10” (25.4 cm) (nominal)
Large Character Height (up to 4 characters)........................................... 23” (58.42 cm)
LED Pixel ...................................................................................... 4 per pixel, Amber-Yellow (590nm or 592nm peak)

LED Viewing Angle............................................................................ 22 (minimum)
Character Matrix .............................................................................. 5 pixels per row X 8 pixels per column
Legibility.............................................................................................. 650+ feet (198.1m)
Operating Temperature Range ................................................................ -40⁰F to +185⁰F (-40⁰C to +85⁰C)

MESSAGE MANAGEMENT

User Programmable ........................................................................... 48 Messages
Each message able to display up to three (3) pages (panels).
Link function enables up to five (5) messages, or up to fifteen (15) pages (panels) to alternate.

CONTROL KEYPAD-All programming and message selections made from handheld device.

Dimensions.................................................................................... 4.7” x 3.1” x 0.4” (11.94 cm x 7.87 cm x 1.02 cm)
Display ............................................................................................ 160 x 160 Pixel LCD Touch Screen Pad
Operating Temperature Range............................................................ -4⁰F to +120⁰F (-20⁰C to +70⁰C)
TRUCK MOUNTED DYNAMIC MESSAGE SIGN (con’t)

CABINET
Outside Dimensions ................................................................. 75” x 30” x 5” (190.5 cm x 76.2 cm x 12.7 cm)
Total Sign Weight ................................................................................. 75 lbs (34.02 kg)
Frame Construction ..................................................................................... Sturdy Welded Aluminum
Window....................................................................................................... Scratch Resistant, UV Stabilized Polycarbonate
Finish............................................................................................................ Powder Coat, Flat Black Face, Balance White

CABINET TEMPERATURE CONTROL
Thermostatically Controlled Fan with Rain Tight Vents (vertical and horizontal positions)

POWER
Supply Voltage.......................................................................................... 12 volts nominal (vehicle battery)
Supply Current ........................................................................................... 3A @ 12 volts (avg. flashing)

OTHER
Must have “Arrow Board” capability.
No Moving Parts.
No PC/Laptop computer required for any programming or message selection function.
Only use DMS signs that are certified in accordance with the Department’s Approved Products List.
5. Switch Controls

5.1 Light bar shall be equipped with an in-cab on/off switch and front to rear control

5.2 Light bar shall be equipped with an in-cab switch to control front or rear only operation.

6. Light bars shall be certified in accordance with the Department Qualified Products List.
EXHIBIT “B”
PRICE PROPOSAL FORM

RFP Number: ____________________________   FOB: ____________________________
RFP Title: ________________________________________________________________.

*Services to be provided as specified in attached Exhibit “A”, Scope of Services.*

The items listed below are the definite or known items that will be required on this contract.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item</th>
<th>Unit</th>
<th>Est. Qty. Annually</th>
<th>Unit Price</th>
<th>Total Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Road Ranger Patrol</td>
<td>(Per Hour)</td>
<td>27,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Tow Truck</td>
<td>(Per call-out)</td>
<td>300</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Item 1** – Vendor specifies a unit price multiplied by estimated annual hours for total Road Ranger patrol units.

**Item 2** – Vendor specifies a unit price multiplied by estimated amount of call-outs for the Total unit price.

Vendor is to provide additional costing information based on the concepts and strategies presented in their Written Technical Proposal.

**RENEWAL:** see Special Condition 33).

THE UNIT RATE(s) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

**MFMP Transaction Fee:** All payment(s) to the vendor resulting from this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2017, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (0.7%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

**NOTE:** In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

**ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: ____________________________ FEID # ____________________________
Address: ____________________________ City, State, Zip ____________________________
Authorized Signature: ____________________________ Date: ____________________________
Printed / Typed: ____________________________ Title: ____________________________
EXHIBIT “C”

METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the Vendor for the services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the Vendor shall be paid on a per hour basis up to a Maximum Amount of $_______ for the term of the contract.

The Maximum Amount shall be made up of:

$___________ from Fiscal Year _____

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract.

This Term Contract also includes reimbursement for travel expenses that shall be initiated by a Department-approved Letter of Authorization.

3.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (4 copies), in arrears, in a format acceptable to the Department. Payment shall be made to the Vendor at unit rate shown in Exhibit "B", for services provided, as approved by the Department.

The Vendor shall include all Road Ranger Operation Log material, as described in Exhibit “A”, Scope of Services, relevant to the period associated with a given invoice.
4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

A Letter of Authorization with a maximum limiting amount will be issued by the Department authorizing the travel and any direct expenses. Documentation (third-party vendor invoices) must be presented with the Vendor’s invoice.

Travel shall be compensated in accordance with Section 112.061, Florida Statutes, and Chapter 3 - Travel, Department’s Disbursement Operations Manual, 350-030-400. Compensation will be at the same rate(s) as for State employees and must be submitted on the State Comptroller’s Travel Reimbursement Form 300-000-01.

Day trips for local training and to attend District Two meetings, etc. shall be paid for by the Vendor and will not reimbursed by the Department.

5.0 DETAILS OF COSTS AND FEES:

Details of costs and fees for the performance of the services are contained in Exhibit "B", attached hereto and made a part hereof.

6.0 TANGIBLE PERSONAL PROPERTY:

This contract may involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

Prior to the actual purchase, the Vendor shall provide the Department with the estimated cost. An LOA with a maximum limiting amount will be issued by the Department authorizing the purchase. Documentation (third-party vendor invoices) must be presented with the Vendor’s invoice. The equipment shall become property of the Department upon reimbursement by the Department.

Upon receipt of property, the Vendor shall forward to the Department a copy of the purchase invoice, property description, serial number and date of receipt. The Department will forward inventory control label(s) to be affixed to all property. The Vendor will accommodate physical inventories required by the Department.
TRANSPORTING MOTORISTS CAN BE PROVIDED IF:

1. Road Ranger Operator contacts TMC and gets approval BEFORE the transport.
   A. Road Ranger Operator must explain need.

2. Motorist is elderly

3. Motorist is handicapped in any way
   A. Road Ranger Operator must have proper equipment for handicap or MUST call FHP via TMC.

4. Motorist is traveling with one or more child(ren).
   A. Road Ranger Operator MUST have motorist (responsible adult motorist) install child safety seat.
   B. If motorist has no child seat, Road Ranger Operator MUST call FHP via TMC.

5. Motorist is confused or ill.

6. Location of breakdown is in a dangerous or unsafe area – traffic or community.

7. Weather conditions are unsafe – heat, cold, stormy, etc.

8. TMC will provide Road Ranger Operator with transport authorization code.

ALL TRANSPORTS MUST BE REPORTED AND APPROVED BY THE TMC SUPERVISOR

NO TRANSPORTS WILL BE APPROVED TO TAKE MOTORISTS TO THE NEXT EXIT TO FIX OR BUY A TIRE, SPECIAL FLUIDS, VEHICLE PARTS, ETC.
287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES

☐ NO

NAME OF BUSINESS: ____________________________________________
I, _______________________________ , _______________________________ 
of _______________________________, plan to subcontract at least __________ % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

<table>
<thead>
<tr>
<th>MBE SUBCONSULTANTS/CONTRACTORS</th>
<th>TYPES OF SERVICES/COMMODITIES</th>
</tr>
</thead>
</table>

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: _______________________________
Title: _______________________________
Date: _______________________________
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

Certified By: __________________________________________________________, who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: ___________________________________
1. SERVICES AND PERFORMANCE

A. In connection with ____________________________, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the ____________________________.
2. **TERM**

A. **Initial Term.** This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or , whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- [ ] Services shall commence and shall be completed by or date of termination, whichever occurs first.
- [ ] Services shall commence upon written notice from the Department’s Contract Manager and shall be completed by or date of termination, whichever occurs first.
- [ ] Other: See Exhibit "A"

B. **RENEWALS** (Select appropriate box):

- [ ] This Agreement may not be renewed.
- [ ] This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. **EXTENSIONS.** In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed, or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. **COMPENSATION AND PAYMENT**

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department’s invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.
If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

B.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

C.

The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and the Department’s Disbursement Handbook - For Employees and Managers.

D.

Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

E.

If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

F.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

G.

A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H.

If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

B.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

C.

The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and the Department’s Disbursement Handbook - For Employees and Managers.

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If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

F.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

G.

A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H.

Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

I.

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
4. **INDEMNITY AND PAYMENT FOR CLAIMS**

A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**PAYMENT FOR CLAIMS:** The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- [ ] No general liability insurance is required.
- [ ] The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least $ per person and $ each occurrence, and property damage insurance of at least $ each occurrence for the services to be rendered in accordance with this Agreement.
- [ ] The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of $ .

C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- [ ] No Bond is required.
- [ ] Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.
5. COMPLIANCE WITH LAWS

A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

2. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

1. If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

2. Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

3. Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.

B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.

C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

E. For Agreements $1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135 (4), Florida Statutes, are met.
7. ASSIGNMENT AND SUBCONTRACTS

A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

☐ The following provision is not applicable to this Agreement:

☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.

H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.

I. Vendor/Contractor:
   1. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
   2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

J. Time is of the essence as to each and every obligation under this Agreement.

K. The following attachments are incorporated and made a part of this agreement:

L. Other Provisions:
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Name of Vendor

BY: ____________________________________________  BY: ____________________________________________

Authorized Signature  Authorized Signature

(Print/Type)  (Print/Type)

Title: ____________________________________________  Title: ____________________________________________

FOR DEPARTMENT USE ONLY

APPROVED: ____________________________________________  LEGAL REVIEW: ________________________________

Procurement Office
State of Florida
Department of Transportation

REQUEST FOR PROPOSAL
ROAD RANGER SERVICES FOR DISTRICT TWO

RFP-DOT-16/17-2374-DS

CONTACT FOR QUESTIONS:
Darlene Sawyer, Procurement Agent
darlene.sawyer@dot.state.fl.us
(386) 758-3791
Phone: (386) 961-7732
1109 South Marion Avenue
Lake City, Florida 32025-5874
INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the “Department”, requests written proposals from qualified Proposers to provide Road Ranger Services for District Two. It is anticipated that the term of the contract will begin on or about February 6, 2017 and be effective through February 5, 2024.

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the “Vendor”. For the purpose of this document, the term “Proposer” means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, click on “Search Advertisements”) under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

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<thead>
<tr>
<th>ACTION / LOCATION</th>
<th>DATE</th>
<th>LOCAL TIME</th>
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<td>(There is no deadline for administrative questions)</td>
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<tr>
<td>MANDATORY PRE-PROPOSAL CONFERENCE</td>
<td>01-09-2017</td>
<td>01:00 PM</td>
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<td>Florida Department of Transportation District Two Office 1109 South Marion Avenue Lake City, Florida 32025-5874</td>
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<tr>
<td>PROPOSALS DUE, ON OR BEFORE - . . . . . . . . .</td>
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<td>(Technical and Price Proposal)</td>
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<tr>
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<td>POSTING OF INTENDED AWARD - . . . . . . . . .</td>
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3) AGENDA FOR PUBLIC MEETINGS

**Agenda – Public Opening (Technical Proposals)**
Agenda for Public Opening of Technical Proposals for RFP-DOT-16/17-2374-DS
Starting Time: see "Timeline" in RFP solicitation
- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer's name read aloud and tabulated. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

**Agenda – Price Proposal Opening**
Agenda for Price Proposal Opening meeting for RFP-DOT-16/17-2374-DS:
Starting Time: see "Timeline" in RFP solicitation
- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Announce time and date of Selection/Intended Award decision meeting.
- Adjourn

**Agenda – Meeting to Summarize Evaluations and Select Intended Award**
Agenda for Intended / Recommended Award meeting for RFP-DOT-16/17-2374-DS:
Starting Time: see "Timeline" in RFP solicitation
- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Total Scores (technical scores plus price scores) will be summarized.
- Announce Intended Award decision.
- Announce time and date decision will be posted on the Vendor Bid System (VBS).
- Adjourn

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

**SPECIAL CONDITIONS**

1) **MyFloridaMarketPlace**

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA’S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not
registered should go to https://vendor.myfloridamarketplace.com/ to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2017, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (0.7%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at https://flvendor.myfloridacfo.com to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department’s written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, click on “Search Advertisements”), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:
Darlene Sawyer, Procurement Agent
darlene.sawyer@dot.state.fl.us
1109 South Marion Avenue
Lake City, Florida 32025-5874
Fax number (386) 758-3791

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (386) 961-7732

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, click on “Search Advertisements”) under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with
5) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Department, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d-2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, proposers are requested to submit the Bidder's Opportunity List with their Price Proposal Sheet. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding the project.

Proposers are requested to indicate their intention regarding DBE participation on the Anticipated DBE Participation Statement and to submit that Statement with their Price Proposal Sheet. After award of the contract resulting from this RFP, the awarded Vendor will need to complete the “Anticipated DBE Participation Statement” online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: https://www3.dot.state.fl.us/EqualOpportunityCompliance. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

During the contract period, the Vendor will be required to report actual payments to DBE and MBE subcontractors through the web-based EOC system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Additional information about the EOC system can be found on the Equal Opportunity Office (EOO) website at http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm. A help manual on how to use the system will be available within the EOC application. If you have any questions or technical issues, please contact the EOO help desk at EOOHelp@dot.state.fl.us.

To request certification or to locate DBEs, call the Department of Transportation’s Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at www.dot.state.fl.us/equalopportunityoffice/.

6) SCOPE OF SERVICES

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.
7) **INTENDED AWARD**

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8) **MANDATORY PRE-PROPOSAL CONFERENCE**

A MANDATORY pre-proposal conference will be held at the date, time and location in the Timeline. The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and respond to questions from potential proposers regarding the scope of services, RFP requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, effect the work to be performed. Any changes and/or resulting Addenda to the RFP will be the sole prerogative of the Department.

**Attendance at this pre-proposal conference is MANDATORY.** Failure by a proposer to attend or be represented at this pre-proposal conference will constitute a non-responsive determination of their proposal package. Proposals found to be non-responsive will not be considered.

9) **QUALIFICATIONS**

9.1 **General**

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 **Qualifications of Key Personnel**

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

9.3 **Authorized To Do Business in the State of Florida**

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State  
Tallahassee, Florida 32399  
(850) 245-6051

9.4 **Licensed to Conduct Business in the State of Florida**

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:
10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the Florida Department of Transportation, Procurement Office, Darlene Sawyer – MS2015, 1109 South Marion Avenue, Lake City, Florida 32025-5874 within ten (10) days after the ending date of the period for posting the intended award decision.

(X) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least $500,000.00 per person and $1,000,000.00 each occurrence, and property damage insurance of at least $250,000.00 each occurrence, for the services to be rendered in accordance with this contract. This general comprehensive liability insurance includes standard garage liability coverage. The total combined policy aggregate shall be $5,000,000.00.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of
the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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 or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) PERFORMANCE BOND

(X) A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

See “Exhibit “, Method of Compensation

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

The Department’s “Standard Written Agreement” is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER’S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Department reserves the right to perform or have performed an on-site review of the Proposer’s facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer’s facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and

2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
17) **UNAUTHORIZED ALIENS**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) **SCRUTINIZED COMPANIES LISTS**

[X] Not applicable because federal funds will be used.

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of $1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

RFP responses of $1 million or more must include the attached Scrutinized Companies Lists Form to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

19) **RESERVATIONS**

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department’s official file, without obligation to the Department.

20) **ADDITIONAL TERMS & CONDITIONS**

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see “RESPONSIVENESS OF PROPOSALS”). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) **RESPONSIVENESS OF PROPOSALS**

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department on or before the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seventy (70) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.
21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) PROPOSAL FORMAT INSTRUCTIONS

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER RFP-DOT-16/17-2374-DS
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-16/17-2374-DS
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

22.2 Technical Proposal (Part I) (3 copies)
(Do not include price information in Part I)

The Proposer must submit one (1) original and (3) copies of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-16/17-2374-DS ".

1. EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than ten (10) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer shall provide a management plan which describes administration, management and key personnel.

a. Administration and Management

The Proposer should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each
key person relative to the task to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

3. PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a technical plan which explains their technical approach, facility capabilities, and prior relevant experience.

a. Technical Approach
The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

b. Facility Capabilities
The Proposer should provide a description and location of the Proposer's facilities as they currently exist and as they will be employed for the purpose of this work.

c. Prior Relevant Experience
The Proposer should provide a summary, with description, date, and location of the prior relevant experience they have acquired in providing/performing this work.

4. WORK PLAN

The Proposer shall provide a Work Plan which sets forth on an average the estimated staff-hours for each skill classification that will be utilized to perform the work required.

22.3 Price Proposal (Part II)  (1 original)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-16/17-2374-DS ". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The “Drug-Free Workplace Program Certification” must be completed and submitted with the bid response to be eligible for this preference.
24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-DOT- (RFP #) - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR SEND BY E-MAIL)

Florida Department of Transportation
FDOT District Two Office
Procurement Office MS 2015
Attention: Darlene Sawyer
1109 South Marion Avenue
Lake City, Florida 32025-5874
Phone # (386) 961-7732

It is the proposer’s responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place on or before the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.
29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of seventy (70) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

30.2 Oral Presentations  THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor’s completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal     ( 100   Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.
The following point system is established for scoring the technical proposals:

<table>
<thead>
<tr>
<th>Point Value</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Summary</td>
<td>10</td>
</tr>
<tr>
<td>Management Plan</td>
<td>20</td>
</tr>
<tr>
<td>Technical Plan</td>
<td>35</td>
</tr>
<tr>
<td>Work Plan</td>
<td>35</td>
</tr>
</tbody>
</table>

b. **Price Proposal** (20 Points)

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted. The criteria for price evaluation shall be based upon the following formula:

\[
\text{(Low Price / Proposer's Price)} \times \text{Price Points} = \text{Proposer's Awarded Points}
\]

### 31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department’s decision will be posted on the Florida Vendor Bid System, at [www.myflorida.com](http://www.myflorida.com), (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department’s recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and

2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier’s check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida Vendor Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.
32) **AWARD OF THE CONTRACT**

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

a) a Standard Written Agreement executed by both parties.

33) **RENEWAL**

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

34) **ATTACHED FORMS**

Exhibit “A”, Scope of Work
Appendix A, Truck Mounted Dynamic Message Sign
Appendix B, Light Bar Minimum Specifications
Exhibit “B”, Price Proposal Form
Exhibit “C”, Method of Compensation
Exhibit D, District 2 Road Ranger Transport Guidelines
Drug-Free Workplace Program Certification (Form 375-040-18)
MBE Planned Utilization (Form 375-040-24)
Scrutinized Companies Lists (proposals of $1 million or more)

35) **TERMS AND CONDITIONS**

35.1 **General Contract Conditions (PUR 1000)**

The State of Florida’s General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable.

http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf

The following paragraphs do not apply to this Invitation to Bid:
Paragraph 31, Dispute Resolution - PUR 1000
Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 **General Instructions to Respondents (PUR 1001)**

The State of Florida’s General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.

http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf

The following paragraphs do not apply to this Invitation to Bid:
Paragraph 3, Electronic Submission – PUR 1001
Paragraph 4, Terms and Conditions – PUR 1001
Paragraph 5, Questions – PUR 1001
35.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida’s standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:
http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf
Section 8(B), PRIDE, is not applicable when using federal funds.

36) ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

- Standard Written Agreement
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- Introduction Section
RFP CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

___ 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.

___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.

___ 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.

___ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal, if applicable (proposals of $1 million or more).

___ 5. The “Bid Opportunity List” and the “DBE Participation Statement” form has been read, completed, and enclosed in the RFP response, if applicable.

___ 6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.

___ 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.

___ 8. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 12 of the Special Condition, is included in the Technical Proposal (if applicable).

___ 9. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.

___ 10. The RFP response must be received, at the location specified, on or before the Opening Date and Time designated in the RFP.

___ 11. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:
RFP No.:___________________________________________
Title:______________________________________________
Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION