

State of Florida  
Department of Transportation  
District 3 Procurement Office  
1074 HWY 90  
Chipley, Florida 32428

**REQUEST FOR PROPOSAL REGISTRATION**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP**  
**FAX TO (850) 330-1494 OR E-MAIL TO [karen.woodham@dot.state.fl.us](mailto:karen.woodham@dot.state.fl.us).**

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RFP Number: RFP-DOT-18/19-3067KW

Title: Road Rangers Service Patrol Highway Assistance Services

Proposal Due Date & Time (On or Before): November 20, 2018

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 (850) 330-1494, or by e-mail to Karen Woodham at [karen.woodham@dot.state.fl.us](mailto:karen.woodham@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](http://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: Karen Woodham, [karen.woodham@dot.state.fl.us](mailto:karen.woodham@dot.state.fl.us) or (850) 330-1340.

Exhibit "C"  
 Price Proposal Form  
 Road Ranger Service Patrol Highway Assistance Services  
 RFP-DOT-18/19-3067KW

The **Proposed Estimated Subtotal** Amount shall be used to evaluate the Price Proposal.

**SERVICE PATROL VEHICLE SERVICES**, as specified in Exhibit "A" Scope of Services:

Type Of Service	Hourly Rate	X	Estimated Hours	Estimated Total
Service Patrol Operator	\$	X	<b>83200</b>	\$

<b>Proposed Estimated Subtotal Amount</b>	<b>\$</b>
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Estimated hours of 83200 = 4 sectors at 16 hours/day, 5 days/week, 5 year contract term

Please Provide the Proposal Estimated Subtotal Amount Written in Words Below

Hourly Rates shall be for the term of the agreement and inclusive of all costs and expenses to the VENDOR throughout the contract period, to include, but not limited to, labor, premium overtime, vehicles, vehicle fuel, vehicle maintenance, vehicle repair, drug testing, insurance, equipment, supplies, tools, overhead, and operating margin.

**MFMP Transaction Fee:**

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

**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: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

375-040-18  
PROCUREMENT  
03/17

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: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MBE PLANNED UTILIZATION**

375-040-24  
PROCUREMENT  
03/17

PROCUREMENT NO. \_\_\_\_\_ FINANCIAL PROJECT NO. \_\_\_\_\_  
(DEPARTMENT USE ONLY)

DESCRIPTION: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

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:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Vendor's Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

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, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. 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: \_\_\_\_\_  
Date: \_\_\_\_\_

**State of Florida  
Department of Transportation**



**REQUEST FOR PROPOSAL**

**Road Rangers Service Patrol Highway Assistance Services**

**RFP-DOT-18/19-3067KW**

**CONTACT FOR QUESTIONS:**

Karen Woodham, Procurement Agent  
Karen.woodham@dot.state.fl.us  
(850) 330-1494  
Phone: (850) 330-1340  
1074 HWY 90  
Chipley, Florida 32428

**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 Rangers Service Patrol Highway Assistance Services. It is anticipated that the term of the contract will begin on February 1, 2019 and be effective through January 31, 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](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)", 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.

<b><u>ACTION / LOCATION</u></b>	<b><u>DATE</u></b>	<b><u>LOCAL TIME</u></b>
<b>DEADLINE FOR TECHNICAL QUESTIONS - . . . . .</b> (There is no deadline for administrative questions)	November 8, 2018	10:00 AM
<b>PROPOSALS DUE, ON OR BEFORE - . . . . .</b> (Technical and Price Proposal) Procurement Conference Room 1074 HWY 90 Chipley, Florida 32428	November 20, 2018	02:00 PM
<b>PUBLIC OPENING (Technical Proposal) - . . . . .</b> Procurement Conference Room 1074 HWY 90 Chipley, Florida 32428	November 20, 2018	02:00 PM
<b>PUBLIC OPENING / MEETING (Price Proposal) - . . . . .</b> Procurement Conference Room 1074 HWY 90 Chipley, Florida 32428	December 11, 2018	02:00 PM
<b>SELECTION MEETING (if applicable) - . . . . .</b> Administration Conference Room 1074 HWY 90 Chipley, Florida 32428	December 17, 2018	09:00 AM
<b>POSTING OF INTENDED AWARD - . . . . .</b>	December 18, 2018	08:00 AM

**3) AGENDA FOR PUBLIC MEETINGS**

**Agenda – Public Opening (Technical Proposals)**

Agenda for Public Opening of Technical Proposals for RFP-DOT-17/18-3067KW

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 & Intended Award Meeting**

Agenda for Price Proposal Opening and Intended Award meeting for RFP-DOT-17/18-3067KW

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.
- Calculate price scores and add to technical scores to arrive at total scores.
- Announce Proposer with highest Total Score as Intended Award.
- Announce time and date the 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 (.70%) 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](mailto: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](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)", 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:

Karen Woodham, [karen.woodham@dot.state.fl.us](mailto:karen.woodham@dot.state.fl.us), 1074 HWY 90 Chipley, Florida 32428 or Fax (850) 330-1494

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 330-1340

#### **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](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)", 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 proposal when so stated in the Addenda.

#### **5) DIVERSITY ACHIEVEMENT**

##### **MINORITY BUSINESS ENTERPRISE (MBE) 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 small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at [www.osd.dms.state.fl.us/](http://www.osd.dms.state.fl.us/).

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](mailto: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](mailto: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/](http://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 at the Selection Committee meeting specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

## 8) **PRE-PROPOSAL CONFERENCE**: A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

## **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:

Florida Department of Business and Professional Regulation  
Tallahassee, Florida 32399-0797  
(850) 487-1395

## **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 criterion 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, Karen Woodham 1074 HWY 90 Chipley, Florida 32428** 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 \$ (100,000,000 minimum) per person and \$ (1,000,000 minimum) each occurrence, and property damage insurance of at least \$ (100,000,000 minimum) each occurrence, for the services to be rendered in accordance with this contract.

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 "B" Method of Compensation attached hereto and made a part thereof.

## **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**

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

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract 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) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

## **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-18/19-3067KW  
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-18/19-3067KW  
(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-18/19-3067KW

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) (3 copies)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-18/19-3067KW". 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  
Karen Woodham Professional Services District 3 1074 HWY 90 Chipley, Florida 32428  
Phone # (850) 330-1340**

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:

	<u>Point Value</u>
1. Executive Summary	10
2. Management Plan	20
3. Technical Plan	35
4. Work Plan	35

b. Oral Presentations (if applicable) N/A There will be no oral presentations for this project.

#### c. Price Proposal (40 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:

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

### 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 Purchase Order issued by the Department, or a Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

## **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 "C" Price Proposal Form  
Drug-Free Workplace Program Certification (Form 375-040-18)  
DBE Participation Statement  
Bid Opportunity List  
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (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 RFP by reference. Any terms and conditions set forth in this RFP 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 solicitation:

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 RFP by reference. Any terms and conditions set forth in this RFP 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 solicitation:

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](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

Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

### **37) LIQUIDATED DAMAGES**

The Vendor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date designated on the contract document, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of \$100.00 per day for each calendar day after the designated completion date that the Vendor fails to complete the services. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

### **38) BUDGETARY LIMITATION**

The Department has a total maximum budgetary amount of \$4,488,012.00 for the contract resulting from this solicitation. Proposals received that exceed the total maximum budgetary amount will be considered non-responsive. See Special Condition 21, RESPONSIVENESS OF PROPOSAL

**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.: RFP-DOT-18/19-3067KW \_\_\_\_\_

Title: Road Ranger Service Patrol Highway Assistance Services\_\_\_\_\_

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION\_\_\_\_\_

**RFP-DOT-18/19-3067KW**  
**ROAD RANGERS SERVICE PATROL**  
**HIGHWAY ASSISTANCE SERVICES**  
**Exhibit "A"**  
**SCOPE OF SERVICES**

**I. OBJECTIVE:**

The Florida Department of Transportation District 3 Transportation Systems Management and Operations (TSM&O) Section, hereafter known as the **DEPARTMENT**, requires services by a Road Ranger Service Patrol provider, hereafter known as the **CONTRACTOR**, for motorist assistance and incident management support along I-10 and I-110 in the counties of Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Jefferson, Washington, Jackson, Leon and Gadsden. The intent of this contract is to support Traffic Incident Management (TIM) efforts along the above roadways by reducing incident durations and providing services to help clear the travel lanes and shoulders of vehicles to improve the operational efficiency and safety of the roadways.

**II. SERVICES TO BE PROVIDED BY CONTRACTOR:**

This contract consists of providing Road Ranger Service Patrol vehicles with qualified operators as outlined in Section VII of this Scope of Services and a variety of free motorist services and related activities to be accomplished during patrol. Examples of such services include motorist assistance, performing minor roadside repairs, moving disabled vehicles from travel lanes, changing flat tires, jump-starting batteries, providing cooling water, and removing minor non-hazardous spills or debris from the roadway. 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. The **CONTRACTOR** shall also be responsible for providing immediate first-hand information to the Regional Transportation Management Center (RTMC) on roadway incidents.

All work shall be conducted in accordance with the latest editions of standards and requirements utilized by the **DEPARTMENT**, which include, but are not limited to:

- Topic No. 250-000-010 Driver's Record Requirements Procedure
- Topic No. 001-010-015 Tobacco Use Policy
- Topic No. 250-013-001 Drug-Free Workplace and Drug Testing Procedure
- Topic No. 001-010-020 Ethics Policy
- Topic No. 750-030-015 Road Ranger Operations
- Sections 112.0455, 316.003(1), 316.072(5)(b)(1), 316.072(5)(b)(4), and 316.126(1)(b) F.S.
- Joint Task Force for Law Enforcement Radio System Security Procedure
- Road Ranger Disqualifying Criteria – Appendix A
- Florida's Open Roads Policy – Appendix B

IN NO EVENT SHALL THE **CONTRACTOR** 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 CELLULAR PHONE CALLS USING THE CONTRACTOR'S CELLULAR PHONE.

**III. DEFINITION OF TERMS:**

- A. DEPARTMENT or FDOT:** Florida Department of Transportation
- B. FHP:** Florida Highway Patrol
- C. AUTOMATED VEHICLE LOCATOR (AVL):** Uses global positioning system to pinpoint the longitude, latitude, ground speed, and course direction of a given vehicle while archiving.
- D. CONTRACTOR:** The individual company contracted by the **DEPARTMENT** to deliver roadside emergency assistance/services for contracts issued to implement the Road Ranger Program.
- E. MARKETING FIRM:** Firm that has negotiated the agreement between the **SPONSOR** and the **DEPARTMENT**. It also manages the interaction between the **DEPARTMENT** and the **SPONSOR**.
- F. REGIONAL TRANSPORTATION MANAGEMENT CENTER (RTMC):** A dispatch and communications facility that accommodates the **DEPARTMENT** and sometimes other State Law Enforcement Agency (FHP Communications) personnel. The RTMC is used for, communications, management of traffic, incident data collection, and traffic incidents on the freeways as well as law enforcement activities.
- G. ROAD RANGER:** **CONTRACTOR** staff that patrols specifically defined locations on Florida's State Highway System to aid in incident response, quick clearance, motorist safety and providing assistance to motorist(s) who are in need.
- H. SERVICE PATROL VEHICLE:** A **CONTRACTOR** vehicle used by Road Ranger(s) to provide incident response and motorist assistance.
- I. SPONSOR:** An organization that provides financial support to the Road Ranger Service Patrol in exchange for the display of its logos on vehicles, uniforms, and roadway signs.
- J. STATE LAW ENFORCEMENT RADIO SYSTEM (SLERS):** SLERS is a secured, unified digital radio network used by state law enforcement officers and other participating agencies throughout the state to communicate.

**K. VENDOR:** Marketing firm that has negotiated and manages the agreement between the **DEPARTMENT** and the **SPONSOR**.

#### **IV. GENERAL CONTRACT REQUIREMENTS:**

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 **CONTRACTOR**:

##### 2. Sponsorship Requirements

###### 1. 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**, the **DEPARTMENT** shall be responsible for the cost of removing all sponsor insignia from all vehicles and returning the vehicles to their previous condition.

###### 2. 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-d*. Final design of all uniform items will be reviewed and approved by the Central Office Traffic Incident Management and Road Ranger Program Manager.

###### 3. 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** to the **DEPARTMENT** for written approval prior to any such distribution. The promotional materials shall be paid for by the **SPONSOR** directly at no cost to **DEPARTMENT** or



**CONTRACTOR.** The **SPONSOR** will have the right to provide an optional online survey for assisted motorists to provide their feedback. The optional online survey, when provided by the **SPONSOR** will be distributed by the **CONTRACTOR** to motorists utilizing the services. The **SPONSOR** will provide at no cost, any marketing materials for the aforementioned online survey to the **CONTRACTOR.**

#### 4. 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, fairs, parades, and other safety events as may be jointly agreed upon, subject to the availability as reasonably determined by **DEPARTMENT.** The **SPONSOR** shall make written requests to the **CONTRACTOR** for such use with a minimum of thirty (30) days' notice in advance. The **CONTRACTOR** will obtain approval by the **DEPARTMENT.** Scheduling and coordination for promotional use will be between the **SPONSOR or MARKETING FIRM** and the **CONTRACTOR.** 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 only be responsible for paying for the driver's wages and paying Federal mileage rates of actual miles traveled to and from the contractors vehicle home base. The **SPONSOR** shall compensate the **CONTRACTOR** directly.

#### 3. Road Ranger Service Patrol Sectors

1. Road Ranger Service Patrol Vehicles shall operate in designated Patrol Sectors as determined by the **DEPARTMENT,** which may vary based on need. An example of Road Ranger sectors can be found in **Attachment A.** Road Ranger Service Vehicles will normally enter and exit at the nearest interchange, rest area, or designated paved crossovers. Crossing the median will be allowed in emergency situations as defined by the **DEPARTMENT** or as approved by a law enforcement officer. The Service Patrol Vehicles shall continuously patrol their respective sectors throughout their assigned shifts.
2. Hours of operation are expected to be from 6 AM to 10 PM, Monday through Friday, and may be adjusted by the **DEPARTMENT** to address variances such as time zone and RTMC operation hours. Hours of operation for a single patrol sector or all patrol sectors may be adjusted by the **DEPARTMENT** with minimal notice. If a holiday falls within the scheduled work week, the **CONTRACTOR** shall provide coverage at the normal hourly rate. Any changes in the schedule will be addressed by the **DEPARTMENT** on an as needed basis. The **CONTRACTOR** shall also provide for any weekday additional hours and weekend on-call services for the duration of this Contract as requested by the **DEPARTMENT.** The frequency of additional hours may vary depending on the needs of the **DEPARTMENT.** The **DEPARTMENT** also reserves the right to adjust the shift

times, sector allocation and number of Patrol Vehicles/Operators required per shift to meet the **DEPARTMENT**'s requirements. The **CONTRACTOR** shall provide a response plan within 24 hours to implement these change requests from the **DEPARTMENT**. The **CONTRACTOR** shall prepare and submit an SOP for pre, during, and post event to address evacuation, flooding, and/or fire incidents.

3. At any time during the agreement terms, the **DEPARTMENT** reserves the right to adjust Patrol Sector locations to better accommodate demand for the service. The **DEPARTMENT** will advise the **CONTRACTOR** of any required adjustment to a Sector location in writing as needed prior to the effective date of adjustment. Adjustments to Sector locations will not change the overall limits over which the **CONTRACTOR** is to provide service under this contract. The **DEPARTMENT** also reserves the right to expand the contract limits into Leon and Jefferson Counties in the future and add patrol sectors to cover the additional territory accordingly without contract amendment.
4. During natural or manmade disasters or emergencies, it may be required for the **CONTRACTOR** to provide extra patrol services utilizing all contracted patrol vehicles including any spare patrol vehicles available to be used to meet the terms of this agreement. All available equipment and personnel needed to assist with evacuations or response/recovery operations shall be supplied with each patrol vehicle in order to be compensated in accordance with the agreement. The **CONTRACTOR** may also be required to expand hours of operation to accommodate the operational needs during that timeframe as well.
5. Road Ranger Service Patrol Vehicle may not leave a Patrol Sector without except for the following reasons accompanied with formal notice to the RTMC:
  - a. For mechanical failure of the Service Patrol Vehicle. In this instance, a backup vehicle shall be put into service within the specified performance requirements.
  - b. To replenish fuel at the nearest facility. Under no circumstances shall the operator travel more than 2 miles off route without the prior permission of the **DEPARTMENT** project manager or designee.
  - c. In response to an order from a law enforcement officer or fire **DEPARTMENT** official, or at the direction of the **DEPARTMENT**.
  - d. To assist another sector as authorized or directed by the supervisor and approved by the **DEPARTMENT**.
  - e. To bypass traffic congestion to reach an incident or lane blockage.

#### C. Road Ranger Patrol Shifts

The exact shift schedule will be left up to the **CONTRACTOR** to determine and submit for the **DEPARTMENT**'s approval. The **DEPARTMENT** will not approve shifts less than four hours, greater than 12 hours, or any combinations amounting to three shifts per day. Drivers shall not work more than 12-hour shifts during consecutive days or in a 24 hour period.

D. Road Ranger Service Patrol Activities Near End of Patrol Shift

When a Road Ranger receives a request for service or assistance from either the **DEPARTMENT** or a law enforcement officer near the end of their shift, the Road Ranger shall respond and complete the request. The required services shall be made prior to making shift change.

E. Shift Change Policy

Operators coming off shift shall coordinate with the Road Ranger Operators replacing them regarding the replenishment of all necessary equipment. Both Operators shall inspect the Service Patrol Vehicle and note any deficiencies. Shift changes shall last no longer than 30 minutes. Shift begin and end times shall be communicated to the RTMC as they occur. Shift changes shall not occur during peak traffic periods and the shift schedule must be approved by the **DEPARTMENT**.

F. Inspection and Maintenance of Road Ranger Service Patrol Vehicles

The Service Patrol Vehicles shall be kept neat and clean, and shall be maintained in good condition. The operator must comply with the **DEPARTMENT**'s Tobacco Use Policy Topic No. 001-010-015.

All Road Ranger Service Patrol Vehicles and their associated equipment, accessories and parts shall be subject to periodic inspection by the **DEPARTMENT**. Unsafe, poorly maintained vehicles, or improperly equipped vehicles, as determined by the **DEPARTMENT**, shall be removed from service. The **CONTRACTOR** shall immediately replace vehicle(s) and/or equipment removed from service.

G. F.H.P. Towing Service Rotation System

If a motorist does not request a specified towing service, repair facility, or individuals to assist them, the Service Patrol Vehicle Operator will contact the RTMC to request the next F.H.P. rotation wrecker to be sent to that location.

H. **CONTRACTORs** Qualifications

The **CONTRACTOR** bidding on this contract must have a minimum of two (2) years' experience in providing minor vehicle repair service and providing wrecker service. Documentation of all required certifications, as well as insurance, must be provided at time of submittal of proposals.

I. **CONTRACTOR Requirements**

The **CONTRACTOR** shall identify a Supervisor(s) for this project who shall be the point of contact for the **DEPARTMENT**. The Supervisor (or approved designee) shall be available to the **DEPARTMENT** twenty-four (24) hours a day, seven (7) days a week through a reliable phone number. This Supervisor (or approved designee) shall have a response time of thirty (30) minutes after receiving a call from the **DEPARTMENT**. If required, the Supervisor (or approved designee) shall be at a requested location within one (1) hour after being contacted by the **DEPARTMENT** and/or the **DEPARTMENT's** Project Manager (or approved designee). The Supervisor shall meet all background and training requirements required within this Scope of Services, and must be approved by the **DEPARTMENT**. A **DEPARTMENT** approved interim Supervisor shall be assigned if the primary Supervisor is away or the position is temporarily open.

The **CONTRACTOR** shall provide a representative to be in attendance at all meetings, including all bimonthly TIM Team meetings, required by the **DEPARTMENT**. The **CONTRACTOR** shall maintain all certifications required by the contract, and shall maintain updated records of all company and operator certifications and qualifications. Attendance at these meetings are considered part of the service and shall not constitute additional billing to the **DEPARTMENT**.

V. **ROAD RANGER SERVICE PATROL VEHICLE EQUIPMENT, ACCESSORIES, PARTS, AND COMMUNICATIONS EQUIPMENT REQUIREMENTS:**

A. Road Ranger Service Patrol Vehicle Requirements

1. The **CONTRACTOR** shall provide one Road Ranger Service Patrol vehicle for each patrol sector. Unavailability of a vehicle due to mechanical failures does not excuse the **CONTRACTOR's** requirements to provide services during operating hours.
2. Each Road Ranger Service Patrol vehicle must be a minimum of a full size, 3/4 ton 4-door, long bed pickup with the ability to push or tow disabled vehicles out of travel lane(s). Vehicles that need to be pushed or towed shall not exceed the manufacturer's specification for the responding Service Patrol Vehicle. If the weight or dimensions of the disabled vehicle exceed the Service Patrol Vehicle's ability to push or tow, the Operator will request the appropriate vehicle(s) and equipment through the RTMC or law enforcement officer;

3. Must be capable of transporting all required equipment and be properly secured in the vehicle;
4. Service Patrol Vehicle must be capable of safely and legally transporting the Road Ranger and a minimum of 3 potential passengers including the potential passenger requiring a car seat, not to exceed the maximum occupancy of the vehicle. There shall be seat belts for all passenger locations;
5. Equipped with a **DEPARTMENT** approved AVL system. The AVL should be capable of providing accurate, compatible AVL data to the **DEPARTMENT**'s SunGuide software. The AVL system shall provide accurate data with minimal delay or latency. An AVL web service graphical user interface shall be provided if no connection to the **DEPARTMENT**'s SunGuide Software is available. The **CONTRACTOR** will work with the **DEPARTMENT** to integrate the AVL data into SunGuide once the **DEPARTMENT** provides internet access to facilitate the AVL data feed required for input from the **CONTRACTOR**'s AVL System. The AVL system may use cellular technology to provide the AVL data to a service. If the cellular device has low signal or lost data connection, the AVL data shall be transmitted once the cellular signal regains data access (also known as Store and Forward data). The AVL system shall provide at a minimum the following vehicle location information at all times that the vehicle is in service:
  - a. Latitude and longitude or GPS location;
  - b. Vehicle number;
  - c. Speed;
  - d. Direction;
  - e. Vehicle position updates at least once every 25 seconds;

Such hardware/software must be able to function with all current and future SunGuide versions and upgrades. Realtime AVL System access to the GPS information will be provided by the **CONTRACTOR** to the **DEPARTMENT**'s Project Manager through a unique account and password. The GPS System shall be monitored by the **CONTRACTOR**, **DEPARTMENT**'s Traffic Incident Manager/Road Ranger Project Manager, and RTMC. Throughout the term of the Contract, the **CONTRACTOR** shall be responsible for all costs associated with the monthly service and maintenance of the Radio / GPS system including any units or base station(s) in use by the **DEPARTMENT** for communication with the **CONTRACTOR**. This responsibility includes any upgrades required to maintain compatibility with SunGuide. The **DEPARTMENT**'s approval of the AVL device does not excuse the **CONTRACTOR** from the responsibility to provide accurate AVL services should the equipment become incompatible or unreliable.

## B. Vehicle Appearance

The color of each Service Patrol Vehicle shall be consistent throughout the District with approval by the **DEPARTMENT**. The **DEPARTMENT** will also coordinate with the SPONSOR or MARKETING FIRM, if applicable, to ensure vehicles have the following approved identification markings included as part of the graphics displayed on the vehicle: Examples of truck markings can be found in **Attachment D**.

1. FDOT logo. Shall be proportionate and spaced to provide maximum visibility to sponsorship graphics, as needed; Vehicle should be lit from all angles to clearly identify truck and purpose.
2. "ROAD RANGER" Shall be placed just below the FDOT logo and be proportionate and spaced to provide maximum visibility to corresponding graphics, as needed;
3. "FREE SERVICE" painted or affixed below the FDOT logo. The letters will be no less than two-inches (2") in height;
4. SunGuide® logo. Shall be proportionate and spaced to provide maximum visibility to sponsorship graphics, as needed;
5. "INCIDENT RESPONSE" painted or affixed on utility body or similar area on left and right side of the Service Patrol Vehicle. The letters will be no less than two-inches (2") in height;
6. "Dial \*FHP (347)" painted or affixed below "INCIDENT RESPONSE" on utility body or similar area on left and right side of the Service Patrol Vehicle. The letters will be no less than two-inches (2") in height;
7. Pickup trucks shall also paint or affix "FREE SERVICE" on the rear bumper or tailgate of the vehicle. The letters will be no less than two-inches (2") in height;
8. Road Ranger and Sponsor logos and text shall not cover more than 50% of the rear-facing vertical surfaces and will be integrated with alternating 6-inch, yellow and red, high conspicuity, retro-reflective chevrons that are at a 45% angle, down and out from the center of the vehicle.
9. Each Road Ranger vehicle shall display a DEPARTMENT assigned three-digit number placed on or near the driver's and passenger's doors, the rear of the vehicle and the front of the vehicle that will individually identify each Service Patrol Vehicle. The numbering sequence shall be as follows:

DXX

- D = district number
- XX = sequential vehicle numbering beginning with 01

10. All markings shall be maintained in a clean and readable condition. No reference to the **CONTRACTOR**'s company name or logo shall be placed on the Service Patrol Vehicle. Markings placement may vary due to vehicle type and configuration but shall be approved by the Central Office TIM/Road Ranger Program Manager.

11. If the District is participating in an **DEPARTMENT** sanctioned sponsorship program, the truck will be marked or wrapped by the sponsor as agreed upon by the **DEPARTMENT** and the **SPONSOR**. The Road Ranger vehicle wrapping will be maintained by the Road Ranger **CONTRACTOR** as agreed to in any FDOT sponsorship agreement.

C. Any variations to the Service Patrol Vehicle (i.e., vehicle size or type) must be submitted, in writing, by the District TIM/Road Ranger Program Manager and approved by the State Traffic Incident Management (TIM)/Commercial Motor Vehicle (CMV) Program Manager.

THESE VEHICLES ARE TO BE USED TO PROVIDE THE SERVICES CONTAINED HEREIN; RESTRICTED FOR **DEPARTMENT** OFFICIAL USE ONLY. THEY ARE NOT TO BE USED FOR PERSONAL OR OTHER BUSINESS OF THE **CONTRACTOR**. COVERING **DEPARTMENT** IDENTIFICATION MARKING SHALL BE PROHIBITED.

D. Prior to the initial patrol the **CONTRACTOR** and the **DEPARTMENT** will inspect each patrol vehicle and its associated equipment, accessories and parts to ensure they meet all specifications and requirements contained herein. The **CONTRACTOR** will perform similar inspections throughout the term of this contract. The **DEPARTMENT** may inspect the **CONTRACTOR**'s vehicles at any time and may place these vehicles out of service for failure to meet the requirements of this contract. Any deficiencies noted during these inspections will be corrected prior to the deficient vehicle being used on a service patrol. The **CONTRACTOR** will fully document all inspections and provide copies to the **DEPARTMENT** on a monthly basis.

E. Each Service Patrol Vehicle shall be equipped, at a minimum, with the following equipment, tools and expendables:

1. Equipment:

- a. Light set(s) configured to illuminate the truck and work area in or around the vehicle;

- b. Equipment with the ability to jumpstart common configurations of personal and commercial vehicles;
  - c. One heavy-duty battery with the minimum of 750 cold cranking amps (CCA);
  - d. Functioning cab lighting;
  - e. A roof-mounted, light bar, front to rear controllable, utilizing amber colored lights. Flashing red or blue lights are not authorized by the **DEPARTMENT**;
  - f. **DEPARTMENT** and APL-approved truck mounted dynamic message sign;
  - g. One (1) Five (5) gallon trash can;
  - h. Two (2) multi-purpose funnels;
  - i. Two (2) tire chock blocks;
  - j. Four (4) safety chains, each a minimum of five feet in length;
  - k. ½ inch rope, fifty (50) feet in length, with attachable body harness;
  - l. Fifteen (15) 36-inch traffic cones, with reflective markings;
  - m. One jack, capable of lifting vehicles up to 5,000 lbs.;
  - n. Air compressor and 100' hose capable of inflating tires of vehicles;
  - o. Heavy duty flashlight/traffic wand;
  - p. Cell phone. If Sunguide is configured for outside AVL access the phone shall be compatible with the SmartPhone Application for Road Rangers (SPARR);
  - q. **DEPARTMENT** approved radio(s).
2. Tools:
- a. Shovel;
  - b. One (1) 24-inch street broom;



- c. Impact or Lug wrench to fit lug nut sizes most commonly used by vehicle manufacturers;
  - d. Pry bar, minimum 36 inches in length;
  - e. Standard tool kit with tools to perform minor repairs;
  - f. Rubber mallet;
  - g. Electrical tape (20 yards);
  - h. Duct tape (20 yards);
  - i. Tire pressure gauge.
3. Expendables:
- a. The Service Patrol Vehicle shall be capable of transporting safely and legally five (5) gallons of unleaded gasoline in an approved container designed for that type of fuel and 5 gallons of diesel fuel in an approved container designed for that type of fuel. The container shall be labeled "UNLEADED" and "DIESEL" on the appropriate containers.
  - b. First Responder Kit, fully stocked, including gloves;
  - c. Two (2) 5 pound, dry chemical, ABC fire extinguishers;
  - d. Twenty-four (24) highway wet flares or equivalent to provide delineation in low light conditions;
  - e. Minimum of ten (10) gallons of absorbent material;
  - f. Twenty-four (24) bottles of drinking water; minimum bottle size of 8 ounces.
  - g. Cooler capable of carrying 24 bottles of drinking water
  - h. Fifty (50) **DEPARTMENT** approved comment cards or electronic information card;
  - i. Twenty-Five (25) Move it Law Cards.

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 while strategically avoiding a reduction in service under this agreement.

#### F. Communications Equipment Requirements

The Road Ranger Service Patrol Vehicle shall be equipped with communications equipment identified in this scope and utilize communications providers that are able to provide support service for the equipment being used and the area covered by this contract. The purpose of this requirement is to provide a direct connection to the RTMC for simple one way and two-way communications providing a quick, efficient way to dispatch Road Rangers or to radio in incidents to the RTMC. Types of communication equipment are:

##### 1. Voice Radio Communications

Each Road Ranger Service Patrol Vehicle shall be equipped with radio communications. If SLERS Radios are not supplied, a **CONTRACTOR** supplied radio system capable of communicating with the RTMC and other Road Ranger Service Patrol Vehicles shall be required. This **CONTRACTOR** supplied radio system may be cellular push to talk type with an externally mounted antenna, but is separate from the Cellular Telephone requirement.

##### 2. SLERS Radios

Each Road Ranger Service Patrol Vehicle may be equipped with a SLERS radio to enable their Operators to communicate with all other Service Patrol Vehicles, FHP and Road Ranger Dispatchers. All SLERS radio equipment shall be supplied by the **DEPARTMENT** and maintained by the **CONTRACTOR**.

##### 3. Cellular Telephones

Each Road Ranger Service Patrol Vehicle shall be equipped with an operable cellular mobile telephone. The cellular phones are also to be available for all motorist service contacts. The **CONTRACTOR** shall be responsible for all costs associated with the cellular telephones throughout the term of this contract. The **CONTRACTOR** shall obtain and maintain all necessary licenses.

##### 2. FDOT 47 Megahertz Radio System

Each Road Ranger Service Patrol Vehicle may be required to be equipped with a Low Band VHF Radio compatible with the FDOT 47 Megahertz system. This Radio may be supplied by the FDOT. If supplied by the **DEPARTMENT**,

installation and maintenance of the radio is the responsibility of the CONTRACTOR.

FEDERAL COMMUNICATIONS COMMISSION (FCC) COMPLIANCE IS REQUIRED FOR ALL EQUIPMENT AND VOICE COMMUNICATIONS. FCC VIOLATIONS AND FINES AS A RESULT OF CONTRACTOR VIOLATIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. SLERS AND FDOT 47 MEGAHERTZ RADIO SYSTEM FCC LICENSING IS THE RESPONSIBILITY OF THE DEPARTMENT.

**VI. ROAD RANGER SERVICE PATROL VEHICLE OPERATOR'S DUTIES AND RESPONSIBILITIES:**

A. The Road Ranger Service Patrol Vehicle Operator shall perform the following duties within their specified times and locations of operation:

1. Road Ranger Duties

- a. Continuously patrol the designated area seeking disabled vehicles, stranded motorists, debris in the roadway, spilled loads, vehicle crashes, obstructions to traffic, dead animals and other potential hazards, etc. and assist incident responders with traffic control.
- b. In certain scenarios, the F.H.P. will notify the Chipley RTMC Operator for the Road Ranger Service Patrol. The Chipley RTMC Operator will then dispatch the next available Road Ranger to respond immediately and provide assistance.

2. Clearing, Clean up and Communication

- 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 RTMC and/ or **DEPARTMENT** Contract Project Manager of any hazardous waste spill. The Road Ranger Service Patrol operator will notify the RTMC of any debris or obstructions on the roadway or paved shoulder area too large for the Road Ranger Service Patrol operator to remove.

3. Assistance to Motorists

- a. The Road Ranger Service Patrol Vehicle Operators shall provide a free service, which includes prompt, courteous and skillful assistance to motorists as follows:

- (1) Move the disabled vehicle from traffic lanes;

- (2) Change flat tires;
  - (3) Provide jump-starts;
  - (4) Non-potable Cooling Water
  - (5) Provide fuel to motorist enabling them to reach the closest fueling location. Provide water, etc. when necessary;
  - (6) Assist motorist with mechanical failures and perform minor repairs where feasible if they can be remedied quickly (maximum 15 minutes).
- b. The **CONTRACTOR** or Road Ranger Service Patrol Vehicle Operators shall not charge any fees, accept any gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of employee and/or termination of this contract. In the event money is forced on the **CONTACTOR**, notify immediately the RTMC. The money will then be turned over to the **DEPARTMENT** to be handled in accordance with FDOT Policy and Ethics.

#### 4. Advice to Motorists

- a. Motorists shall initially be advised, prior to providing services, that moving, fueling, servicing their vehicle or use of the Road Ranger cellular telephone for the purpose of calling a towing service is being provided free of charge as a courtesy service by the **DEPARTMENT**. The Road Ranger Service Patrol Vehicle Operator may attempt minor repairs not to exceed approximately fifteen (15) minutes, once the vehicle is cleared from travel lanes and should repairs not prove feasible or solve the problem, the motorist shall be allowed up to three (3) telephone calls of three (3) minutes duration each, using the Road Ranger Service Patrol Vehicle's cellular telephone to make arrangements for further service, towing, or transportation. The motorist must pay all cost for further service, towing or transportation. **IN NO EVENT SHALL THE CONTRACTOR 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.**

#### 5. Disabled Vehicles

- a. Disabled Vehicles shall be removed from the travel lanes, with the least delay practicable, by moving them to the shoulder area. Vehicles that are

disabled due to lack of fuel shall be provided with a minimum amount of proper fuel to reach the closest fueling location. If the Vehicle is not then able to continue under its own power, the Road Ranger Service Patrol Vehicle Operator shall contact the F.H.P. for rotation towing service, or towing service as requested by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the disabled motorist's expense.

- b. Should a motorist refuse to allow a disabled or damaged vehicle to be cleared of the travel lanes, the Road Ranger Service Patrol Vehicle Operator will contact the RTMC to coordinate with F.H.P. for assistance and remain on the scene until F.H. P. personnel arrive. The Road Ranger Service Patrol Vehicle Operator shall not attempt to move such disabled vehicles until directed to do so by the F.H.P.;
- c. All disabled or damaged vehicles that are relocated shall be parked with the wheels turned away from the roadway and the parking brake set if possible.

#### 6. Abandoned Vehicles

- a. When an abandoned vehicle is observed over an eight (8) hour shift, the Road Ranger Service Patrol Vehicle Operator shall contact the RTMC. to advise them of the vehicle's location, make, color, body type, license plate number and whether or not it is impeding traffic.
- b. If the abandoned vehicle is impeding traffic, or is considered to be a potential safety hazard, the Road Ranger Service Patrol Vehicle Operator shall contact the RTMC to coordinate with F.H.P. for assistance to move the abandoned vehicle to the shoulder.
- c. If required by FHP and the DEPARTMENT, tag abandoned vehicles using FHP approved tags. (This is not currently required, but may be required during the terms of this agreement)

#### 7. Crashes

- a. The Road Ranger Service Patrol Vehicle Operator shall call for Law Enforcement, Fire and emergency medical service assistance as necessary at crash/incident scenes and remain at such scenes until the appropriate assistance arrives. The Service Patrol Vehicle Operator shall follow all directions of Law Enforcement personnel.
- b. The Road Ranger Service Patrol Vehicle Operator shall protect crash/incident scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, deploying the truck-mounted dynamic message sign, and assisting in traffic control. The Road Ranger Service

Patrol operator will have current certification for having completed the Intermediate Maintenance of Traffic training, Traffic Incident Management, Cardiopulmonary Resuscitation (CPR) and First Aid training.

#### 8. Assistance to Law Enforcement Personnel

The **CONTRACTOR** shall render assistance to Law Enforcement Personnel when requested. Service Patrol Vehicle Operators shall follow the instruction of, and obey the orders of, Law Enforcement Personnel.

#### 9. Moving Disabled Vehicles from Traffic Lanes

The **CONTRACTOR** shall use an appropriate method of moving disabled or damaged vehicles from the traffic lanes. The **CONTRACTOR** shall use all safety precautions and procedures considered appropriate in the towing industry. Vehicles disabled or damaged due to crashes shall not be moved except when directed by law enforcement officials.

#### 10. Transporting People

The **CONTRACTOR** should make every effort so that the disabled motorist and passengers are not left stranded. If vehicle assistance or towing services cannot be obtained, rather than leave people stranded, the operator should transport them to the nearest facility with available communications within the physical limits of this contract. It is the intent of this contract to make every effort not to leave disabled vehicle operators and passengers stranded on the roadway. Report hitch hikers, bicyclists, pedestrians on the limited access facility to the RTMC for notification to the Florida Highway Patrol.

#### 11. Animals

Dead animals capable of being moved by the Road Ranger Service Patrol Operator, shall be removed from the roadway or paved shoulder and placed on the grass or behind guardrail and the RTMC notified.

#### 12. Florida Department of Transportation Notice/Questionnaire/Response Form

The Road Ranger Service Patrol Operator shall provide the **DEPARTMENT's** postage paid Comment Card to every individual receiving assistance from the **CONTRACTOR**, if required by the **DEPARTMENT**.

### **VII. ROAD RANGER SERVICE PATROL VEHICLE OPERATOR REQUIREMENTS:**

- A. Road Ranger Service Patrol Vehicle Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be 18 years of age, have an acceptable driving

record in accordance with **DEPARTMENT Policy Topic Number 250-000-010, Driver's Record Requirements** and successfully complete the Joint Task Force (JTF) Application for the State Law Enforcement Radio System (SLERS) criminal background check. It is the **CONTRACTOR's** responsibility to ensure that the Road Ranger Service Patrol Vehicle Operators are properly licensed at all times. The **CONTRACTOR** shall keep updated records of all Operator certifications and training, and shall furnish such information at any time upon request by the **DEPARTMENT**.

- B. The **CONTRACTOR** shall provide proof, by a licensed medical practitioner or technician that all operators are drug free (in accordance with Section 112.0455, Florida Statutes) prior to beginning operations, and additional testing will be in concurrence with **DEPARTMENT Procedure Topic No. 250-013-001, Drug-Free Workplace and Testing Procedure**, and at a minimum of every six (6) months.
- C. Road Ranger 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. The **DEPARTMENT** reserves the right to reject vehicle operators, for just cause, prior to being assigned duties. The **DEPARTMENT** also reserves the right to require removal of any employee from this contract who cannot perform the duties or becomes a discredit to the **DEPARTMENT**.
- D. The Road Ranger Operators shall exercise sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the **DEPARTMENT**. Operators shall:
  - 1. Wear clean uniforms at the start of each shift. The uniform color combinations and configurations shall be consistent throughout their respective District;
  - 2. All Operators shall wear a FDOT approved Road Ranger Operator picture ID that is visible;
  - 3. Wear clearly visible name tag reflecting their first and last name. The **DEPARTMENT** will determine and approve all additional emblems, patches, and logos;
  - 4. Be fluent in English;
  - 5. Be well groomed;
  - 6. Be courteous at all times;
  - 7. Offer Road Ranger comment cards or Sponsorship feedback equivalent to all motorists who receive assistance. Comment cards (If used) shall not be completed for the motorist.

E. Road Ranger Service Patrol Vehicle Operators shall follow the following safety rules and general regulations. The Operators shall:

1. Inspect assigned Service Patrol Vehicles at the beginning of each shift, and take action as necessary to ensure that they are in compliance with all specifications and requirements of this contract.
2. Road Rangers and passengers shall wear seat belts or utilize occupant restraint systems while operating or riding in a Service Patrol Vehicle;
3. Wear an FDOT-approved ANSI/ISEA 107 Class 2 or Class 3 high visibility safety garment and/or rain suit at all times while outside the Service Patrol Vehicle; Class E garments such as pants, ensembles, rainwear shall also meet the ANSI Requirements.
4. Keep all communications radios and monitors 'on' and the volume 'up.'
5. Remain on their assigned Patrol Sector and depart only as directed by law enforcement, the RTMC or the **DEPARTMENT**.
6. All requests for wrecker or towing services shall only be coordinated through the RTMC. Road Rangers shall not recommend wrecker or towing services for the motorist;
7. Road Rangers shall not smoke in the Service Patrol Vehicle or while assisting motorist, in accordance with **DEPARTMENT Topic No. 001-010-015, Smoking Policy**.
8. Shall not carry firearms or other weapons either on their person or in the Service Patrol Vehicle.
9. Conform to the latest **DEPARTMENT** Conduct Standards Rules and the Ethical Conduct Rules. **A copy will be furnished to the CONTRACTOR and if required, to each Road Ranger Vehicle Operator.**
10. Exercise caution and safety in performing their assigned duties;
11. Obey all traffic laws;
12. Operators shall not accept gratuities, gifts, or compensation of any type from motorists;
13. Operators shall conduct themselves in a manner that creates a positive reflection of the **DEPARTMENT**;
14. Shall refer questions and inquiries from the Media to the **DEPARTMENT's** Public Information Officer.



15. Use flashing light bars and truck-mounted dynamic message sign in compliance with the Florida Motor Vehicle Code and only in the following circumstances:
  - a. When merging or exiting from traffic lanes to an incident site;
  - b. To warn traffic when performing services specified herein.

**VIII. ROAD RANGER SERVICE PATROL VEHICLE OPERATOR LOGS:**

Road Ranger Service Patrol Vehicle Operators shall maintain "Service Patrol Logs" which shall be completed daily and made available to the **DEPARTMENT** upon request. All times shall be recorded using the military time/24-hour clock format. The SPARR application can be used to satisfy some of this requirement. The following data shall be collected:

- A. At the beginning of a shift:
  1. Date;
  2. Shift start time;
  3. Operator name;
  4. Truck Number;
  5. Route;
  6. Beginning vehicle mileage.
- B. For each stop/assist:
  1. Dispatch time;
  2. Arrival time;
  3. License plate number;
  4. Issuing State;
  5. Vehicle Type/Configuration;
  6. Route;
  7. Direction of travel (NB, SB, EB, WB);

8. Mile marker/nearest intersection;
9. How discovered / Event Notification Type;
10. Lanes/Shoulder blocked;
11. Cause for stop / Event Type;
12. Activities preformed or Services provided;
13. Weather conditions;
14. Departure time from scene.

C. At the end of a shift:

1. Shift end time;
2. Ending vehicle mileage.

**IX. PROVISION FOR PENALTY OR DEFAULT DUE TO NON-PERFORMANCE:**

If at any time a Road Ranger Service Patrol Vehicle and Operator are unavailable for routine sector patrol the **CONTRACTOR** shall be assessed a penalty of \$500.00 per hour, or portion thereof, for each hour service is not provided. Such penalty charges will be deducted from invoiced amounts otherwise due the **CONTRACTOR** or billed by the **DEPARTMENT** to the **CONTRACTOR** as determined by the **DEPARTMENT**.

It is recognized that the following list of infractions will be construed by the **DEPARTMENT** as non-performance and shall carry an immediate reduction in payment as listed below:

- A. Truck not properly equipped or maintained - \$50.00 per occurrence/per day;
- B. No cellular telephone or inoperative telephone - \$100.00 per occurrence/per day;
- C. Failure of the **CONTRACTOR** Supervisor to respond to a **DEPARTMENT** call within the thirty (30) minute time period - \$50 per occurrence/ per hour;
- D. Failure of an Operator to follow instructions from the RTMC or **DEPARTMENT** - \$100.00 per occurrence;
- E. Failure to provide accurate and archived AVL services for each patrol vehicle either through a Sunguide connection or internet accessible website Graphical User Interface - \$200 per day;

- F. Sleeping on Duty - \$500.00 per occurrence/per day;
- G. Improper communication on SLERS radio - \$500.00 per occurrence;
- H. Safety violation by Operator - \$100.00 per occurrence;
- I. Failure to comply with training requirements as specified in this Contract - \$50.00 per day, per Operator for each day out of compliance;
- J. Failure to provide proof that all Operators are drug free as specified in this Contract - \$50.00 per day, per Operator for each day out of compliance;
- K. Failure to execute shift change within 30 minutes - \$50.00 per occurrence, per Patrol Vehicle;
- L. Failure to have all specified equipment and tools on the Service Patrol Vehicle - \$50.00 per occurrence per day;
- M. Incomplete Motorist Aid Service Logs - \$50.00 per occurrence/per day;
- N. Improper uniforms - \$50.00 per occurrence/per day;
- O. Improperly licensed Operators - \$100.00 per occurrence;
- P. Crossing of medians, except as defined in Section IV (A) 1 General Contract Requirement - \$50.00 per occurrence;
- Q. Non-compliance of **DEPARTMENT** Conduct Standard Rules, latest edition and/or Ethical Conduct Rules latest edition - \$50.00 per occurrence/per day;
- R. Unauthorized leave from service patrol route - \$100.00 per occurrence;
- S. Use of the vehicle for personal or other business of the **CONTRACTOR** or other - \$1000.00 per occurrence;
- T. Tampering, removing, or disabling any of the required electronic equipment required under this contract - \$100.00 per occurrence per day;
- U. Unauthorized sponsorship - \$500.00 per day until the sponsorship is terminated;
- V. Recommending a towing company - \$500.00 per occurrence;
- W. Accepting or soliciting tips - \$1000.00 per occurrence;
- X. Tobacco use in vehicles - \$100.00 per occurrence;
- Y. Covering **DEPARTMENT** identification marking - \$500.00 per occurrence;

The reduction in payment as described will continue to be applied as indicated in the provision descriptions until the **CONTRACTOR** complies with the terms and conditions of the contract.

It shall be the **CONTRACTOR's** responsibility to notify the **DEPARTMENT's** Contract Project Manager when in compliance. Application of this non-compliance reduction in payment will not waive the **DEPARTMENT's** right to terminate the Agreement in the interest of the **DEPARTMENT**.

**X. CONTRACT INVOICING:**

The **CONTRACTOR** shall submit monthly invoices, along with documentation to support invoiced line items, in a format acceptable to the **DEPARTMENT**. The **CONTRACTOR** will include all Service Patrol Operation Log material, as described above, relevant to the period associated with a given invoice, or as requested by the **DEPARTMENT**. The **DEPARTMENT** may withhold some or all of the payment for a given invoice if the **CONTRACTOR** has not fulfilled all requirements of this contract during the invoicing period. The **DEPARTMENT** will document the amount of and reason(s) for invoice payment to be withheld. The **DEPARTMENT** will determine whether withheld payment will be deleted from the total contract amount or provided to the **CONTRACTOR** as part of another contract invoice. The **DEPARTMENT** will notify the **CONTRACTOR**, in writing, of its intent to withhold all or part of an invoiced payment within 5 days of the affected invoice.

**XI. CONTRACT MONITORING, PROGRESS REPORTING AND COORDINATION:**

The **DEPARTMENT** will use **CONTRACTOR** reports and periodic contact with the **CONTRACTOR** to monitor the contract and **CONTRACTOR** compliance with agreement terms and conditions, applicable laws, and regulations. Contract monitoring will also be used to verify that activities are being or have been performed in accordance with this agreement; that deliverables have been completed; that funds have been accounted for and used appropriately; and that the goals and objectives of this **CONTRACT** are being met by the **CONTRACTOR**.

The **CONTRACTOR** is required to develop and maintain a schedule to assist with coordination and monitoring of work performed under the Contract. Coordinate the format of the schedule and the frequency of updates with the **DEPARTMENT** Project Manager prior to submittal of the first Contract invoice.

A. Each monthly invoice shall contain an itemized list of products and services that were provided during the billing period. The list of products and services shall include the hourly rate or unit cost and the quantity for each. Examples of such includes submission of Operator timesheets and Operator Logs. For each item, the **CONTRACTOR** shall provide documentation that demonstrates that the services were provided and supports all amounts charged as part of the invoice. This documentation shall be provided in a format acceptable to the **DEPARTMENT**. This will be cross-checked with **DEPARTMENT** data, such as AVL reports and SunGuide event reports.

B. The **CONTRACTOR** will include all Service Patrol Operator Log material, as described above, relevant to the period associated with a given invoice, or as requested by the **DEPARTMENT**.

C. The **DEPARTMENT** may withhold some or all of the payment for a given invoice if, in the **DEPARTMENT**'s judgment, the **CONTRACTOR** has not fulfilled all requirements of this contract during the invoicing period, is unable to produce documentation that supports charges submitted as part of the invoice, or if there are discrepancies between the **CONTRACTOR**'s invoicing documentation and **DEPARTMENT** documentation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

Agreement No. \_\_\_\_\_  
Financial Project I.D. 41460637201  
F.E.I.D. No.: \_\_\_\_\_  
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of  
contract, pursuant to s. 216.313, F.S.: 287.056  
(required for contracts in excess of \$5 million)  
Procurement No.: RFP-DOT-18/19-3067KW  
DMS Catalog Class No.: 25101700; 46161500

BY THIS AGREEMENT, made and entered into on \_\_\_\_\_ by and between the  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and \_\_\_\_\_, of \_\_\_\_\_  
duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Road Ranger Service Patrol Highway Assistance Services, 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

Director of Transportation Operations

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 5 Years 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. 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 will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. 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. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. 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.
- F. 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.
- G. 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 reprourement 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.**
- H. 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.
- I. 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.
- J. 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 guarantees 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 \$1,000,000.00 per person and \$1,000,000.00 each occurrence, and property damage insurance of at least \$1,000,000.00 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 comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

Florida Department of Transportation

District 3 - Office of General Counsel

1074 Highway 90 East

Chipley, FL 32428

- 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 The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J 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.
- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

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 A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract 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 Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract 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 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the 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 that 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. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. 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.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:  
Exhibit "A" Scope of Services  
Exhibit "B" Method of Compensation  
Exhibit "C" Preliminary Price Proposal
- M. 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.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Name of Vendor

BY: \_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature  
  
Jason Peters, P.E.  
(Print/Type)

Title: Director of Transportation Operations

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FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

\_\_\_\_\_

\_\_\_\_\_

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**  
**CONTRACT (Purchase Order) # \_\_\_\_\_**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);



The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
  1. employ or retain, or agree to employ or retain, any firm or person, or
  2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
  1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
  2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
  3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

Approved:

Effective: April 19, 2018  
Review: August 1, 2017  
Office: Traffic Engineering  
and Operations  
Topic No.: 750-030-015-d



Department of Transportation

## ROAD RANGER OPERATIONS

### AUTHORITY:

Sections 20.23(3)(a) and 334.048(3), Florida Statutes (F.S.)

### REFERENCES:

Topic No. 250-000-010 Driver's Record Requirements  
Topic No. 001-010-015 Tobacco Use Policy  
Topic No. 001-250-013 Drug-Free Workplace and Drug Testing Policy  
Topic No. 001-010-020 Ethics Policy  
Sections 112.0455, 316.003(1), and 316.072(5) F.S.  
Joint Task Force for Law Enforcement Radio System Security Procedure  
Road Ranger Disqualifying Criteria – Appendix A  
Florida's Open Roads Policy – Appendix B

### STATEMENT OF POLICY

It is the policy of the Florida Department of Transportation (Department) to establish a uniform and consistent statewide Road Ranger program that supports Florida's **Open Roads Policy**.

### PURPOSE:

This program provides incident management response services and limited, no-cost highway assistance to motorists to improve highway safety for emergency responders and the motoring public.

### SCOPE:

The principal users for this document will be the FDOT (Department) Road Ranger Program managers and others involved in the Road Ranger Program. This document will apply to all future Road Ranger contracts, and to the extent consistent with current terms, all outstanding Road Ranger contracts.

## DEFINITIONS

**Approved Container:** A closed container of not more than 5 gallon capacity, having a flash arresting screen, spring closing lid and spout cover and so designed that it will safely relieve internal pressure when subjected to exposure to fire. These containers shall meet Occupational Safety and Health Administration (OSHA) requirements. Approval must be given by a nationally recognized testing laboratory and the container marked as "UL Listed".

**Booster Outlets/Hot Boxes:** Outlets on exterior of a vehicle compatible with 12-volt booster cables used to jump start other vehicles.

**Contractor:** The individual company contracted with the Department to deliver roadside emergency assistance/services for contracts issued to implement the Road Ranger Program.

**Expendables:** Items given at no cost to motorists or emergency responders including, but not limited to, supplies, drinking water, flares, etc.

**Marketing Firm:** Firm that has negotiated the agreement between the Sponsor and the Department. It also manages the interaction between the Department and the Sponsor.

**Road Ranger:** Individual or unit that patrols specifically defined locations on Florida's State Highway System to aid in incident response, quick clearance, motorist safety and providing assistance to motorist(s) who are in need of assistance/services. Also referred to as "Operator".

**Regional Traffic Management Center (RTMC):** A dispatch and communications facility housing both FDOT and State Law Enforcement Agency (FHP Communications) personnel. The RTMC is used for dispatch, communications and management of traffic and traffic incidents on the freeways as well as law enforcement activities.

**Service Patrol:** A roving patrol used by many states to provide incident management assistance, known in Florida as the Road Rangers.

**Sponsor:** An organization that provides financial support to the Road Ranger Service Patrol in exchange for the display of its logos and likenesses on vehicles, uniforms and roadway signs.

**State Law Enforcement Radio System (SLERS):** SLERS is a secured, unified digital radio network used by state law enforcement officers and other participating agencies throughout the state to communicate.

**Strategic Highway Safety Research Program, Part 2 (SHRP2):** The second Strategic Highway Research Program (SHRP 2) authorized by Congress to address some of the most pressing concerns related to saving lives and reducing congestion in the transportation infrastructure.

**Traffic Management Center (TMC):** A dispatch and communications facility housing FDOT personnel. The TMC is used for dispatch, communications and management of traffic and traffic incidents.

## 1. ROAD RANGER VEHICLE REQUIREMENTS

The Districts may choose to utilize in-house or contract employees to provide operational services to the Road Ranger Program. The Road Ranger Program Manager for each District shall establish a Quality Assurance process to ensure that the standards established in this procedure are met and maintained by the contractors. This section provides minimum standards for vehicles, equipment, tools, and expendables to be used for the Road Ranger Program.

### 1.1 VEHICLE REQUIREMENTS

A. The following requirements are the minimum standards for the Road Ranger vehicle:

1. Road Ranger vehicle must have the ability to push, tow, or reposition disabled vehicles out of travel lane(s);
2. Road Ranger vehicle must be capable of transporting the Road Ranger and passengers not to exceed the maximum occupancy of the vehicle;
3. Road Ranger vehicle must be capable of transporting all specified equipment properly secured;
4. Road Ranger vehicle shall be equipped with a system which provides, at a minimum, the following vehicle location information:
  - a. Latitude and longitude or GPS location;
  - b. Vehicle number
  - c. Speed
  - d. Direction

B. The base color of each Road Ranger vehicle shall be white. The Department will also coordinate with the Road Ranger Sponsor, if applicable, to ensure vehicles have the following approved identification markings included as part of the graphics displayed on the vehicle:

1. FDOT logo: shall be proportionate and spaced to provide maximum visibility to sponsorship graphics, as needed;
2. "ROAD RANGER": shall be placed just below the FDOT logo and be proportionate and spaced to provide maximum visibility to corresponding graphics, as needed;
3. SunGuide® logo: shall be proportionate and spaced to provide maximum visibility to sponsorship graphics, as needed;
4. "FREE ASSISTANCE" painted or affixed below the FDOT logo. The letters will be no less than two inches (2") in height;
5. "INCIDENT RESPONSE" painted or affixed on utility body or similar area on left and right side of the Road Ranger vehicle as well as the rear of the Road Ranger vehicle. The letters will be no less than two inches (2") in height;
6. "Dial \*FHP (347)" painted or affixed. The letters will be no less than two inches (2") in height and will be placed on the Road Ranger vehicle in an area that provides visibility to motorists without hindering the safe operation of the vehicle;
7. Pickup trucks shall paint or affix "FREE ASSISTANCE" on the rear bumper or tailgate of the vehicle. The letters will be no less than two inches (2") in height;

8. Road Ranger and Sponsor logos and text shall not cover more than 50% of the rear-facing vertical surfaces and will be integrated with alternating 6-inch, yellow and red, high conspicuity, retro-reflective chevrons that are at a 45% angle, down and out from the center of the vehicle.
9. Each Road Ranger vehicle shall display a three-digit number placed on or near the driver's and passenger's doors, the rear of the vehicle and the front of the vehicle that will individually identify each service patrol vehicle. The numbering sequence shall be as follows:
  - a. DXX
    - D = district number
    - XX = sequential vehicle numbering beginning with 01
10. All markings shall be maintained in a clean and readable condition. No reference to the Contractor's company name or logo shall be placed on the Road Ranger Vehicle. Markings placement may vary due to vehicle type and configuration but must be approved by the Central Office Road Ranger Program Manager and the State Traffic Incident Management (TIM)/Commercial Vehicle Program Manager.
11. If the District is participating in an FDOT sanctioned sponsorship program, the truck will be marked or wrapped by the sponsor as agreed upon by the Department and the contracted marketing firm. The Road Ranger vehicle wrapping will be maintained by the Road Ranger contractor as agreed to in any FDOT sponsorship agreement.
12. Any suggested variations to the Road Ranger Vehicle (i.e., vehicle size or type) must be submitted, in writing, to the District TIM/Road Ranger Program Manager and approved by the State TIM/Commercial Vehicle Program Manager.

Pursuant to its authority granted in section 316.003(1), Florida Statutes, the Department designates each Road Ranger Vehicle as an "Emergency Vehicle." This designation is being made for purposes of authorizing Road Ranger Service Patrol Vehicles to exercise only the privileges set forth in sections 316.072(5)(b)(1) and 316.072(5)(b)(4), Florida Statutes. As authorized Emergency Vehicles, provisions set forth in section 316.126(1)(b), Florida Statutes, also known as the "Move Over" law, apply to Road Ranger Vehicles participating in incident response operations or providing assistance to motorists.

## **1.2 EQUIPMENT, TOOLS, and EXPENDABLES REQUIREMENTS**

Each configuration of Road Ranger vehicle will have an established equipment checklist. At the beginning of each shift, the vehicle operator will conduct an inventory of equipment, tools, and expendables assigned to their vehicle, and ensure that the following items are present.

### **1.2.1 Equipment**

- A. Light set(s) configured to illuminate the work area in or around the vehicle;
- B. Equipment with the ability to jumpstart common configurations of personal and commercial vehicles;
- C. One (1) heavy-duty battery with the minimum of 750 cold cranking amps (CCA)
- D. Functioning cab lighting;

- E. Roof-mounted, light bar, front to rear controllable, utilizing amber colored lights;
- F. Department-approved arrow board or truck mounted dynamic message sign;
- G. Two (2) multi-purpose funnels;
- H. Two (2) tire chock blocks;
- I. Fifteen (15) FDOT approved 36-inch traffic cones, with reflective markings;
- J. One (1) jack, capable of lifting vehicles up to 5,000 lbs.;
- K. Air compressor, hose and appropriate subcomponents capable of inflating tires of vehicles;
- L. Heavy duty flashlight/traffic wand;
- M. Cell phone;
- N. Department approved radio(s).

### **1.2.2 Tools**

- A. Shovel;
- B. One (1) 24-inch street broom;
- C. Impact or lug wrench to fit lug nut sizes most commonly used by vehicle manufacturers;
- D. Pry bar, minimum 36 inches in length;
- E. Standard tool kit with tools to perform minor repairs;
- F. Rubber mallet;
- G. Electrical tape;
- H. Duct tape;
- I. Tire pressure gauge.

### **1.2.3 Expendables**

- A. Five (5) gallons of unleaded gasoline in an approved container designed for that type of fuel. The container shall be labeled "UNLEADED". This requirement only applies to vehicles configured to carry fuel;
- B. First Responder First Aid Kit, fully stocked, including disposable protective gloves (non-latex);
- C. Two (2) 5 pound, dry chemical, ABC fire extinguishers;
- D. Twenty-four (24) highway wet flares or equivalent to provide delineation in low light conditions;
- E. Minimum of ten (10) gallons of absorbent material;
- F. Twelve (12) bottles of drinking water;
- G. Fifty (50) Department approved survey cards;
- H. Twenty-Five (25) "Move It Law" cards.

## **2. ROAD RANGER OPERATOR REQUIREMENTS**

The Districts may choose to utilize in-house or contract employees to provide operational services for the Road Ranger Program. Road Ranger operators are in direct contact with the motoring public daily and therefore are required to perform their duties at a high standard. Road Ranger operators should possess the basic knowledge, skills and abilities to relocate the disabled vehicle from the travel lane and conduct minor repairs. The contractor shall be responsible for ensuring that Road Ranger operators meet the following requirements:



## 2.1 OPERATOR REQUIREMENTS:

- A. Hold and maintain a valid Florida Driver's License
- B. Be a minimum of eighteen (18) years of age
- C. Be fluent in English
- D. Have achieved a minimum of a High School Diploma or equivalent General Education Diploma;
- E. Have a documented automotive mechanical background sufficient to perform tasks and/or repairs most likely to be encountered during their shift;
- F. Have an acceptable driving record, in accordance with Department **Procedure No. 250-000-010, Driver's Record Requirements**.
- G. Successfully complete the Joint Task Force (JTF) Application for the State Law Enforcement Radio System (SLERS) and pass a criminal background check;
- H. Be drug free in accordance with **Section 112.0455, F.S.**, prior to beginning operations. Additional testing will be in accordance with Department **Topic No. 001-250-013, Drug-Free Workplace and Drug Testing Policy**, and at a minimum of every six (6) months.

The contractor shall maintain documentation demonstrating operator's compliance with the requirements identified in this section. Copies will be furnished to the FDOT Road Ranger Program and/or Contract Manager upon request.

## 2.2 GENERAL RULES AND REGULATIONS:

The Road Ranger operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department.

- A. Operators shall:
  - 1. Wear clean uniforms at the start of each shift. The uniform color combinations and configurations for Road Rangers shall be consistent within their respective Districts;
  - 2. Be well groomed;
  - 3. Wear clearly visible name tags, with the operator's first name affixed to uniform shirt;
  - 4. Wear an FDOT-approved Road Ranger Operator picture ID that is visible;
  - 5. Wear an 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;
  - 6. Offer Road Ranger survey cards to motorists who receive assistance
  - 7. 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;
  - 8. Wear and shall require passengers to wear seat belts or utilize occupant restraint systems while operating or riding in a Road Ranger vehicle;
  - 9. Obey all traffic laws;
  - 10. Keep all communications radios and monitors "on" and the volume clearly and easily audible;
  - 11. 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;
  - 12. Remain on their assigned Patrol Sectors or staging areas and depart only as directed by law enforcement, the Transportation Management Center, or supervisor;
  - 13. Exercise caution and safety at all times;

14. Conduct themselves in a manner that creates a positive reflection of the Department.

B. Operators shall not:

1. Recommend wrecker or towing services to the motorist;
2. Carry firearms or other weapons either on their persons or in the vehicle;
3. Accept gratuities, gifts, or compensation of any type from motorists;
4. Complete comment cards for motorists;
5. Smoke in the Road Ranger Vehicle or while assisting motorists, in accordance with Department **Topic No. 001-010-015, Tobacco Use Policy**.

C. All requests for wrecker or towing services shall only be coordinated through the Transportation Management Center.

D. All requests for Road Rangers to provide information or to participate in interviews shall be submitted through the District Road Ranger Contract Manager for approval by the District Public Information Officer. Approval must be given **prior** to providing the information or participating in an interview;

### **3.0 STATE LAW ENFORCEMENT RADIO SYSTEM**

The Florida Department of Transportation, Traffic Operations section strongly supports the statewide use of the SLERS for Road Ranger dispatch and during incidents.

In Districts where 800 MHz radios are provided and being used to assist Florida Highway Patrol (FHP) and the Department in the pursuit of the 90 minute clearance goal stated in the **Open Roads Policy**, the following shall apply:

#### **3.1 SECURITY CLEARANCE**

- A. Road Ranger operators and potential operators shall successfully complete a criminal background check performed by the Joint Task Force (JTF) Security Manager prior to operating a SLERS radio. The TIM/Road Ranger Program Manager at FDOT Central Office will coordinate with the JTF Security Manager to process background investigations, as needed, and respond to inquiries regarding the status of applicants;
- B. Districts shall only use security clearance forms approved by the Joint Task Force (JTF) Security Manager;
- C. Transportation Management Center (TMC) personnel utilizing SLERS radios shall be subject to the background checks as listed in 3.1(A).

#### **3.2 SLERS RADIO OPERATION**

- A. Road Rangers and other approved personnel shall not be permitted to use the SLERS radios until training has been completed;
- B. Road Rangers shall use designated talk groups unless otherwise instructed by the FHP, TMC or Road Ranger supervisor;

- C. Only those persons with approved SLERS security clearance shall be authorized to transport SLERS radios.

### **3.3 PROPERTY MANAGEMENT**

- A. The Road Ranger Program Manager for each District shall have in place an inventory and control procedure for all documented radios in the District. Radio inventories shall be performed annually or upon request.
- B. Within 5 days of the final date of employment for a Road Ranger, Road Ranger Dispatcher, TMC staff member, Department employee or other authorized contractor who has been cleared for SLERS radio usage, the Road Ranger Program Manager for that District shall inform the SLERS Security Manager and Central Office of the departure.
- C. Storage security protocols for spare radios shall be observed at all times. Radios shall be secured in an area that has at least two layers of security measures in place.
- D. Upon discovering the loss of a radio, a report shall be submitted immediately to the shift supervisor. The shift supervisor will contact the Systems Operations Center to notify them of the loss. The Central Office Road Ranger Project Manager shall be notified of the loss as soon as possible. At a minimum, the report will include the following information:
  - 1. Date and time of loss discovery;
  - 2. LID Number;
  - 3. Owner/Operator of radio
  - 4. Last known location
  - 5. Copy of any Police Report, if available.

## **4. INFORMATION TRACKING REQUIREMENTS**

To accurately monitor the effectiveness of the Road Ranger Program certain data must be collected. The SunGuide Reporting System should be utilized to collect the required data. The following is the required data to be collected.

### **4.1 ROAD RANGER OPERATOR DAILY DATA COLLECTION**

The data collection process is designed to provide detailed information about when Operators begin/end their shifts, what types of work they performed, and where services were provided. District Road Ranger Program and Contract Managers shall develop a Quality Assurance process to ensure that the data is being collected in accordance with this procedure and available upon request.

#### **4.1.1 The following data shall be collected at the beginning of the Road Ranger Operator's shift:**

- A. Date
- B. Shift start time
- C. Operator name
- D. Vehicle number
- E. Route

#### **4.1.2 The following data shall be collected at each stop:**

- A. Dispatch time
- B. Arrival time
- C. License Plate Number
- D. Issuing State
- E. Vehicle type/configuration
- F. Route
- G. Direction of travel (NB, SB, EB, WB)
- H. Mile marker/nearest intersection
- I. How discovered / Event Notification Type
- J. Lanes / Shoulder blocked
- K. Cause for stop / Event Type
- L. Activity(s) performed or Services provided
- M. Departure time

Collection of this data should not interfere with or delay incident clearance activities.

#### **4.1.3 The following data shall be collected at the end of each shift:**

- A. Shift end time

SunGuide shall be the primary method used to collect and retain all data related to Road Ranger Service Patrol operations. Districts may implement additional measures to assist in the collection and retention of Service Patrol data, as needed. Such data shall be made available upon request.

### **4.2 DISTRICT ROAD RANGER PROGRAM MANAGER DATA COLLECTION**

Each District Road Ranger Program Manager shall collect and compile Road Ranger Assist Data for their areas of responsibility into a quarterly report and provide the report to the Statewide Road Ranger Program Manager by the 15<sup>th</sup> day of the month after the close of the preceding quarter. The reporting quarters shall be as follows:

- First Quarter – July 1 to September 30
- Second Quarter – October 1 to December 31
- Third Quarter – January 1 to March 31
- Fourth Quarter – April 1 to June 30

### **4.3 STATEWIDE ROAD RANGER PROGRAM MANAGER DATA COLLECTION**

The quarterly District reports will be compiled into an annual report. This report will provide an overall statewide perspective as well as summarize individual District information. The yearly report will be completed by the Department's Traffic Engineering and Operations Office Traffic Incident Management Program section by the end of the first quarter of the following fiscal year.

## **5. TRAINING**

Road Ranger operators must successfully complete the following courses or training classes prior to working on a shift:

- A. Intermediate Maintenance of Traffic (MOT)/ Temporary Traffic Control (TTC) or the Department's MOT for Incident Responders;
- B. SLERS Training- This training provides an overview of SLERS and how the system operates. Districts shall use Florida Highway Patrol or JTF approved training materials for the SLERS radio training;
- C. 4 hour SHRP2 Incident Responder Training – Training can be delivered as a single course or conducted as individual sub-topics over time. This training can be completed via an instructor-led course or a web based training (WBT); and
- D. Basic First Aid, to include Cardio-Pulmonary Resuscitation (CPR).

## **6. FORMS**

There are no forms required by this procedure.

## Appendix A

### ROAD RANGER DISQUALIFYING CRITERIA

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

These criteria were adopted from the Joint Task Force for Law Enforcement Communications State Law Enforcement Radio System (SLERS) security procedures.

## Appendix B

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this

**State of Florida**

### **OPEN ROADS POLICY AGREEMENT**

(Revised January 2014)

#### ***Quick Clearance for Safety and Mobility***

This Open Roads Policy Agreement (Agreement) is entered into between the Florida Highway Patrol (FHP) and the Florida Department of Transportation (FDOT) and establishes a policy for FHP and FDOT personnel to expedite the removal of vehicles, cargo, and debris from roadways on the State Highway System to restore, in an **URGENT MANNER**, the safe and orderly flow of traffic following a motor vehicle crash or other traffic incident on Florida's roadways.

**Whereas**, public safety is the highest priority and must be maintained on Florida's roadways before, during, and after traffic incidents; and

**Whereas**, the quality of life in the State of Florida is heavily dependent upon the free movement of people, vehicles, and all types of commerce, and FHP and FDOT share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible; and

**Whereas**, traffic incidents account for approximately twenty-five percent of non-recurring congestion and the impacts on commerce can be minimized with sound traffic incident management practices by responding agencies; and

**Whereas**, nationally, it is estimated that five fire personnel, twelve police officers, and sixty tow truck operators are killed in struck-by incidents each year, and governmental entities have the responsibility to do whatever is reasonable to reduce the risks to responders; and

**Whereas**, secondary crashes pose safety risks to incident responders and all motorists; and

**Whereas**, the expeditious clearance of traffic incidents promotes safety, and that vehicle removal, move-over laws, and quick clearance policies minimize exposure and the potential for secondary crashes; and

**Whereas**, it is understood that damage to vehicles or cargo or both may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the priority of responders is to safely restore traffic to normal conditions because traffic incident related congestion has an enormous cost to society. This cost is significantly greater than the salvage value of an already damaged vehicle and its cargo.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. Reasonable attempts will be made to avoid unnecessary damage to vehicles and cargo in the process of clearing the roadway.

2. The following operating standards are based on the philosophy that the State Highway System will not be closed or restricted any longer than is absolutely necessary following a traffic crash or other roadway traffic incident.

3. Florida Highway Patrol Operating Standards:

a. Members of FHP who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When an investigation is required, it will be conducted in as expedient a manner as possible considering the severity of the incident. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow completion of those tasks. FHP will close only those lanes absolutely necessary to safely conduct the investigation. FHP will coordinate with FDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic at the scene, and restore the roadway to normal conditions as soon as possible.

b. Whenever practical, damaged vehicles on access-controlled roadways will be removed to off ramps, accident investigation sites, or other safe areas for completion of investigations to reduce delays. Tow truck operators will be requested as soon as it is evident that they will be needed to clear the roadway. FHP will assure that all authorized tow operators have met established competency levels and that the equipment is of appropriate size, capacity, and design to meet all standards of the State of Florida.

c. FHP will not unnecessarily cause any delay in reopening all or part of a roadway to allow a company to dispatch its own equipment to off-load cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. FHP and FDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner, to include the use of FDOT's Rapid Incident Scene Clearance (RISC) Procedure Number 750-030-020 when and where appropriate.

4. Florida Department of Transportation Operating Standards:

a. When requested by FHP or any other emergency response agency, FDOT will respond and deploy resources to major traffic incidents 24 hours a day, 7 days per week. Each FDOT District will develop and implement response procedures to meet the goal of providing initial traffic control within **30 minutes** of notification during the assigned working hours of each maintenance yard, and **60 minutes** after hours.



b. FDOT, in coordination with FHP, will upgrade traffic controls, determine detour routes, and discuss clearance strategies. When requested, FDOT will provide temporary traffic controls to ensure a safe work zone for all responders and the motoring public.

c. FDOT, in cooperation with FHP, will determine and deploy the necessary heavy equipment and manpower to reopen the roadway if there is a delay in clearing the travel lanes, or if the task is beyond the capabilities of the tow truck operator on scene. If cargo or spilled loads [non-hazardous] are involved, FDOT will make every effort to assist in the relocation of the materials in the shortest possible time, using whatever equipment necessary. All such materials or any vehicles relocated by FDOT will be moved the minimum practical distance to eliminate traffic hazards.

d. FDOT personnel will document all hours and equipment used for traffic control, roadway clearance, and debris clean up. FDOT will place traffic control devices at the scene should any damaged vehicles or cargo remain on the shoulder adjacent to the travel lanes for removal at a later time.

5. FDOT and FHP will continually work together to ensure that the needs of motorists on state roadways are being met in the most professional, safe, and efficient manner.

6. FHP and FDOT will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this Agreement.

7. FHP, together with FDOT, will research, evaluate, and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or traffic incident scenes. FHP, using these techniques, will prioritize the investigative tasks that impede traffic and reopen travel lanes upon completion of such tasks that must be conducted in order to minimize impeding traffic.

8. Roadways will be cleared as soon as possible. It is the **goal** of all agencies that **all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer**. This goal is made with the understanding that more complex scenarios may require additional time for complete clearance.

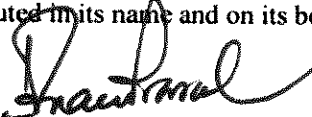
9. This Agreement applies to the impacts of roadway traffic incidents and does not apply to closures that are necessary for the furtherance of motorists' safety such as those undertaken for high winds, flooding, ice, fog, smoke, or other circumstance.

10. FHP and FDOT will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse this Agreement for the State of Florida.

11. FHP will be responsible for calling a meeting with FDOT in July of each year to review this policy, and make changes as necessary.

12. With the mutual agreement of both parties, this policy agreement may be terminated on an agreed upon date without penalty to either party.


In witness whereof, each party to this Agreement has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative.

By:   
Ananth Prasad, P.E.  
Secretary  
Florida Department of Transportation

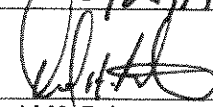
Date: 1-31-14

Legal Review:




By:   
Julie L. Jones  
Executive Director  
Florida Department of Highway Safety and  
Motor Vehicles

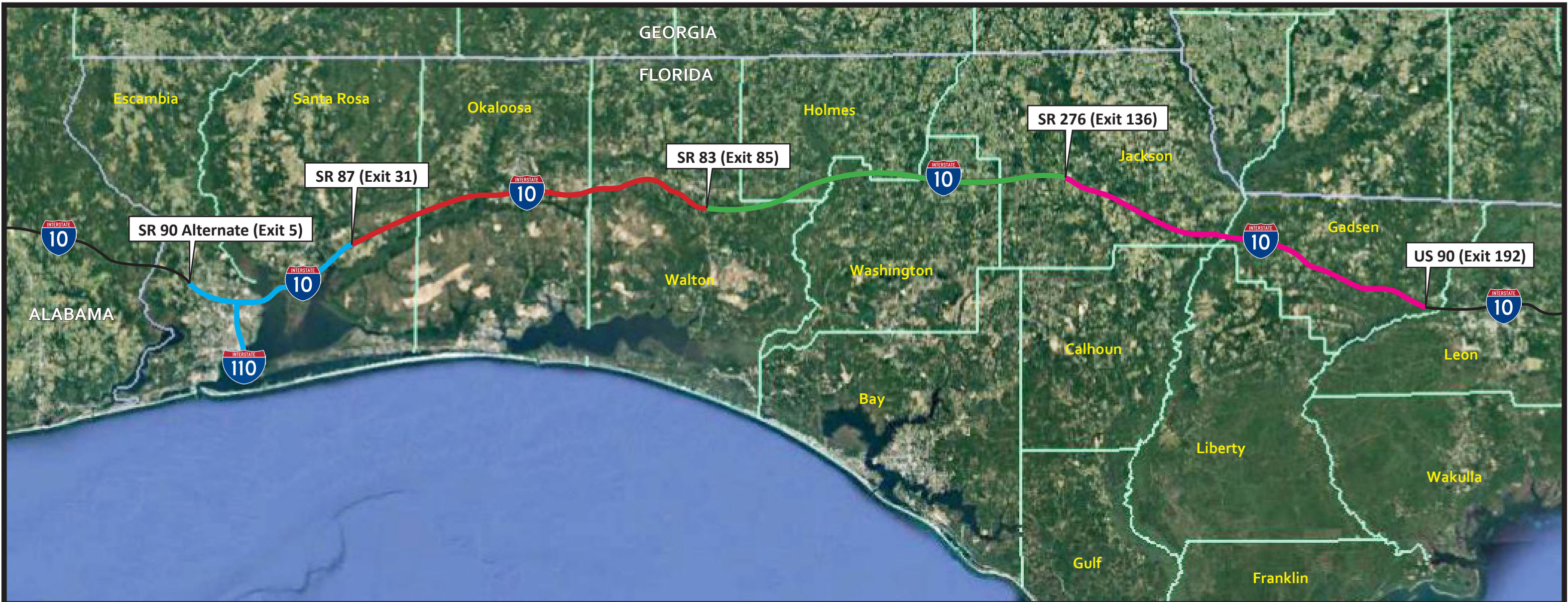
Date: 2/26/14

By:   
Col. David H. Brierton, Jr.  
Director  
Florida Highway Patrol

Date: 2/17/14

Reviewed By:

  
Agency's General Counsel Office



**Notes:**

1. Road Ranger Service Sectors are subject to change based on Department's funding and need.
2. Shift coverage time shall be Monday to Friday from 6:00 AM to 10:00 PM.
3. Any changes in the service sectors or shift times will be coordinated with the Vendor ahead of time.

**Legend:**

- Sector 1: US 90 Alternate in Escambia County to SR 87 in Santa Rosa County
- Sector 2: SR 87 in Santa Rosa County to SR 83 in Walton County
- Sector 3: SR 83 in Walton County to SR 276 in Jackson County
- Sector 4: SR 276 in Jackson County to US 90 in Gadsen County



## District 3: Road Ranger Coverage Sectors for I-10