



## **EXHIBIT A – SCOPE OF SERVICES**

### **FDOT DISTRICT 4 ROAD RANGER SERVICE PATROL CONTRACT**

**Financial Project Number: 412495-4-82-01**

**Contract Number: E4Y17—R0**

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## LIST OF ABBREVIATIONS

AAR	After Action Review
ANSI	American National Standards Institute
ATMS	Advanced Traffic Management System
AVL	Automated Vehicle Location
CPR	Cardiopulmonary Resuscitation
DMS	Dynamic Message Sign
FDOT	Florida DEPARTMENT of Transportation
FDLE	Florida DEPARTMENT of Law Enforcement
FEMA	Federal Emergency Management Agency
FHP	Florida Highway Patrol
FHWA	Federal Highway Administration
FRA	First Responder Awareness
F.S.	Florida Statute
GPS	Global Positioning System
GVW	Gross Vehicle Weight
GVWR	Gross Vehicle Weight Rating
GED	General Education Diploma
HAR	Highway Advisory Radio
HVSA	High-Visibility Safety Apparel
ICS	Incident Command System
ITS	Intelligent Transportation System
JTF	Joint Task Force
MOT	Maintenance of Traffic
NHI	National Highway Institute
OSHA	Occupational Safety and Health Administration

PA	Public Address
PIA	Post Incident Analysis
RRSP	Road Ranger Service Patrol
RRMA	Road Ranger Mobile Application
RTMC	Regional Transportation Management Center
SHRP2	Strategic Highway Safety Research Program, Part 2
SHS	State Highway System
SIRV	Severe Incident Response Vehicle
SLERS	Statewide Law Enforcement Radio System
SPARR	Smartphone Application for Road Rangers
SOP	Standard Operating Procedures
TIM	Traffic Incident Management
TRAA	Towing and Recovery Association of America
TTC	Temporary Traffic Control
TWO	Task Work Order
USDOT	United State Department of Transportation

## LIST OF 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 must be marked as “UL Listed”.

**Beat/Sector** – The specific section of the roadway on which a Road Ranger is to execute the Contract scope of services during their shift. Beat/Sectors will vary in size depending on location, level of service, time of day, and the needs of the DEPARTMENT.

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

**Contract** – The agreement by the CONTRACTOR to meet or exceed the requirements of this document in its entirety, including any portions prior to this Exhibit and any appendices attached hereafter.

**CONTRACTOR** – The party with whom the DEPARTMENT has entered into a formal Contract document. Also referred to as “CONTRACTOR”.

**Day** – A calendar day, unless otherwise specified.

**Expendables** – Items given at no cost to motorists or emergency responders or used in their duties including, but not limited to, supplies, drinking water, flares, etc.

**Flatbed/Car Carrier/Rollback Wrecker** – A truck having a flat, level bed with no sides or roof that can be used for easy loading and unloading of abnormal loads requiring more space than is available on a closed body.

**Florida Highway Patrol (FHP)** – A State of Florida law enforcement division under the DEPARTMENT of Highway Safety and Motor Vehicles.

**Incidents** – Any non-recurrent event or other special event that causes a reduction in highway capacity (such as vehicle crash or breakdown) and /or an increase in demand (such as evacuation or major entertainment event).

**Incident Response Truck (IRT)** – A truck used to patrol designated sections of a roadway and provide incident management and assistance to motorists.

**Law Enforcement** – For purposes of this solicitation, law enforcement shall refer to Federal and Florida municipal, county, and state entities performing enforcement duties related to public law.

**Queue** – The backup of traffic that results from an incident or blocked lanes.

**Regional Transportation Management Center (RTMC)** – A multi-agency dispatch center and communications facility housing DEPARTMENT staff, RTMC Operators and Supervisors. This

facility is used for dispatch, communications, traffic monitoring, and management for traffic incidents on the freeway and arterial roadway network.

**Road Ranger** – CONTRACTOR personnel that patrols specifically defined beats/sectors on Florida's State Highway System to aid in incident response, quick clearance, motorist safety, and providing assistance to motorist(s) who need assistance/services. Also referred to as "Operator".

**Road Ranger Service Patrol (RRSP)** – The name of the DEPARTMENT program, which offers free roadside assistance to motorists and other services as described herein.

**Road Ranger Service Patrol (RRSP) Vehicle** – The CONTRACTOR'S designated vehicle to provide the services described herein. (Note: The terms "ROAD RANGER SERVICE PATROL (RRSP) Vehicle" or "Vehicle(s)" are intended to be used interchangeably.)

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

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

**Tow Truck** – A truck used to move disabled, improperly parked, or indisposed motor vehicles.

## **1. CONTRACT ADMINISTRATION**

**Contract Number: E4Y17-R0**

**Financial Project Number (s): 412495-4-82-01**

## **2. OBJECTIVE**

The Florida Department of Transportation (FDOT) District Four, hereafter referred to as the DEPARTMENT, requires services by a Road Ranger Service Patrol (RRSP) provider, hereafter referred to as the CONTRACTOR. The CONTRACTOR shall provide motorist assistance and Traffic Incident Management (TIM) support on I-95 in Martin, St. Lucie, and Indian River Counties. Coverage shall include all on and off ramps and may require additional mileage for turnaround points. Primarily, the CONTRACTOR shall provide RRSP services along the entire I-95 (State Road 9) corridor from the Palm Beach/Martin County line to the Indian River/Brevard County line. It is anticipated that there may be times in which the RRSP CONTRACTOR for an area is unavailable to respond to a request for services. In such situations, the DEPARTMENT shall contact an available RRSP CONTRACTOR whose service areas appear to be the closest to respond.

This Best-Value Performance Contract requires inspections, management, and performance of all components of the RRSP operations as identified herein. In performing the duties under the terms of this Contract, the CONTRACTOR is, by extension, representing the DEPARTMENT for the areas and assets specified in this Contract. Unless otherwise exempt, all activities within the limits of this Contract are to be performed by the CONTRACTOR. This Best-Value Performance Contract requires the CONTRACTOR to determine the work needs, perform the work, and continually produce a quality service that meets the Contract performance measures as outlined in Section 5.

The DEPARTMENT shall evaluate the CONTRACTOR's performance and quality of work performed, both randomly and systematically.

## **3. GENERAL REQUIREMENTS**

### **3.1. Current Standards and Subsequent Updates**

Perform all work to the most current DEPARTMENT Standards and Specifications throughout the contract duration, and any updates, throughout the life of the contract. Inspect, manage, and maintain all equipment, vehicles, and personnel as identified in this scope, and perform work that is consistent with the DEPARTMENT's Road Ranger Service Patrol practices.

This is a Best-Value Performance Contract in which the DEPARTMENT shall routinely evaluate the CONTRACTOR to ensure services provided and related activities are accomplished in compliance with established policies, procedures, contract requirements, and Standard Operating Procedures (SOPs) during RRSP operations. The CONTRACTOR shall maintain supporting



documentation for all operations and activities and provide documentation to the DEPARTMENT upon request.

The CONTRACTOR shall adhere to the latest version of the DEPARTMENT SOPs provided by the DEPARTMENT.

All work shall be conducted in accordance with the latest editions of the DEPARTMENT Standard Specifications, Standard Plans, Florida Statutes, Florida Administrative Code, and applicable Procedures, including, but not limited to, the following:

- a) Topic No. 001-010-015-k, Tobacco Use Policy
- b) Topic No. 001-010-020-n, Ethics Policy
- c) Topic No. 001-250-011-k, Violence-Free Workplace Environment
- d) Topic No. 050-020-025-h, Records Management
- e) Topic No. 250-000-010-c, Driver's Record Requirements
- f) Topic No. 250-013-001-c, Drug-Free Workplace and Drug Testing
- g) Topic No. 250-055-001-e, Preventing Violence in the Workplace
- h) Topic No. 375-040-07, Standard Written Agreement
- i) Topic No. 750-030-015-f, Road Ranger Operations
- j) Sections 112.0455, 316.003(1), 316.072(5), and 321.051(4) Florida Statutes (F.S.)
- k) Rule 15B-9, Florida Administrative Code (F.A.C.)
- l) Joint Task Force for Law Enforcement Radio System Security Procedure
- m) Florida's Open Roads Policy

### **3.2. Contract Length**

The initial Contract term is five (5) years with a renewal option for one or more additional terms with the combined length of all renewal terms not to exceed the length of the original term of the Contract. Renewals shall be made at the sole discretion and option of the DEPARTMENT and must be agreed upon in writing by both parties. If contract renewal is less than 5 years an annual amount equal to one fifth of the lump sum amount may be used.

### **3.3 Transition Plan**

The CONTRACTOR shall be responsible for developing a Transition Plan and submit for approval to the DEPARTMENT within 30 days after the issuance of Date of Execution. The Transition Plan shall detail how the CONTRACTOR shall work with the current RRSP CONTRACTOR service

provider to ensure a seamless transfer for RRSP services. There shall be no overlapping services during the transition period.

### **3.4. Invoicing and Compensation**

This is a lump sum Contract. The CONTRACTOR shall submit monthly invoices to the DEPARTMENT according to the amounts shown in the payment schedule included in Exhibit B Method of Compensation. The CONTRACTOR shall submit monthly invoices by the fifteenth (15<sup>th</sup>) business day of the month. Invoices shall include, but not limited to, all applicable deductions, work conducted during the reporting period, and service hours provided.

#### **3.4.1 Employee Minimum Compensation**

Through the term of this contract, and may be adjusted upward by the CONTRACTOR, the CONTRACTOR shall be required to pay RRSP operators a minimum of twenty-one dollars (\$21.00) per hour and pay RRSP Supervisors a minimum of twenty-three dollars (\$23.00) per hour, based on the Operator and Supervisor Requirements and Mandatory Training outlined in Sections 3.5 and 3.6.

### **3.5. Organizational Structure**

Within 20 days of Contract execution, the CONTRACTOR shall provide the DEPARTMENT a detailed Organizational Chart identifying all key personnel. Clearly define the responsibilities and include contact information for each position identified in the organization structure. The CONTRACTOR shall update the Organizational Chart at the beginning of each Contract year, or as necessary with changes in essential project personnel.

The CONTRACTOR shall provide competent personnel qualified by experience and education. Before an assigned project begins, all project staff must have a working knowledge of the Contract documents and possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. The CONTRACTOR shall identify a person in responsible charge of the Contract that can responsibly act as a representative of the DEPARTMENT.

#### **3.5.1. Project Manager**

The CONTRACTOR shall provide the DEPARTMENT with a Project Manager for the term of the Agreement. The CONTRACTOR Project Manager shall coordinate all CONTRACTOR required RRSP operations, services, duties, and responsibilities identified within this Scope of Services and the Technical Proposal.

The CONTRACTOR Project Manager and designee(s) shall be thoroughly knowledgeable and experienced in relation to all the aspects of the services required in this Contract and Scope of Services, as well as have the administrative authority to deal with any issues in relation to the personnel and RRSP operations performed under this Contract. If required, the Project Manager (or

designee) shall be at the requested location at an agreed upon time by the CONTRACTOR and DEPARTMENT.

The CONTRACTOR Project Manager shall have at least three (3) years of experience working as a RRSP Project Manager or five (5) years of experience as a RRSP Supervisor. Years on a contract similar in service may qualify.

### **3.5.2 Supervisor**

The CONTRACTOR shall provide the DEPARTMENT with a RRSP Supervisor(s) for the term of the Agreement. The CONTRACTOR shall be responsible for ensuring the RRSP Supervisor meets all requirements outlined in this section and in section 3.5.3 General RRSP Operator Requirements.

CONTRACTOR RRSP operators shall be supervised in accordance with the following requirements:

- a) Meet all requirements established in section 3.5.3
- b) Have at least three (3) years of experience working as a RRSP Supervisor or five (5) years of experience working as a RRSP Operator in the field. Years on a contract similar in service may qualify.
- c) Be responsible for overseeing the RRSP fleet.
- d) Attend all meetings as directed by the DEPARTMENT and outlined within the Scope of Services.
- e) Respond to complaints about drivers and vehicle damage as they become aware. The RRSP Supervisor shall answer all complaints that come through the DEPARTMENT and RTMC. All RRSP operators shall report to the RRSP Supervisor. The RRSP Supervisor shall be the RTMC point of contact twenty-four (24) hours per day, seven (7) days per week.

### **3.5.3 General Operator Requirements**

The DEPARTMENT reserves the right to reject any CONTRACTOR RRSP Operator or Supervisor, for just cause, prior to engaging in RRSP services or anytime during the term of the Agreement.

All CONTRACTOR RRSP Operators and Supervisors shall meet the following general requirements:

- a) Hold and maintain a valid Florida Driver's License with proper classification to drive/operate the assigned RRSP vehicle in accordance with the Florida State Statute and validated every six (6) months.
- b) Be a minimum of eighteen (18) years of age.
- c) Be able to communicate with motorists in English.
- d) Have acquired basic knowledge of vehicle mechanics, as demonstrated, and documented through a combination of training, experience, or aptitude, sufficient to provide limited vehicle repairs necessary, safely, and efficiently while performing RRSP services.
- e) Have achieved a minimum of a High School Diploma or equivalent General Education Diploma (GED). Two (2) years of automotive mechanical experience, as referenced in section 3.5.1.d., may be used to satisfy the requirement to have a High School Diploma or GED.

- f) Be legally authorized to be employed in the United States.
- g) Have and maintain an acceptable driving record in accordance with the DEPARTMENT Topic No. 250-000-10-c, Driver's Records Requirements.
- h) Able to successfully complete the Joint Task Force (JTF) Application for the State Law Enforcement Radio System (SLERS) and pass a criminal background check in accordance with Procedure No. 60FF-4.003 F.A.C, if the DEPARTMENT utilizes SLERS equipment for RRSP.
- i) Possess no criminal background as validated by a Florida Department of Law Enforcement (FDLE) criminal history check dating back to employee's date of birth and associated fingerprinting (if SLERS clearance is not received/available).
- j) Be drug-free in accordance with Section 112.0455, F. S., prior to beginning RRSP operations. Additional testing shall be in accordance with DEPARTMENT Topic No. 250-013-001-c, Drug-Free Workplace and Drug Testing Policy, and at a minimum of every twelve (12) months.
- k) No use of tobacco or vape in the RRSP vehicle or while assisting motorists in accordance with DEPARTMENT Topic No. 001-010-015-k, Tobacco Use Policy.
- l) Prohibit firearms or other weapons either on their RRSP Operator and Supervisor person, in the Regional Transportation Management Center (RTMC) or in the RRSP vehicle.

All CONTRACTOR RRSP Flatbed and Tow Truck operators shall meet the following (but not limited to) requirements:

- a) If driving and operating a medium-duty classification, hold and maintain a current Class "B" Driver's license in accordance with the Florida Department of Highway Safety and Motor Vehicles (HSMV)
- b) Have a minimum of three (3) years' experience in operating light/medium duty towing vehicles.
- c) Comply with all operating licenses and training required to operate the assigned tow truck.
- d) Be authorized to stage for incident response at any time, with staging of RRSP vehicles to take place at a mutually agreed upon location. Staged RRSP vehicles shall be available to respond to the Regional Transportation Management Center (RTMC) dispatch calls to traffic incidents.

### **3.5.4. Organizational Chart Acceptance**

The CONTRACTOR shall provide RRSP operators and supervisors that are competent in operating the RRSP vehicle. All RRSP operators and supervisors shall meet all requirements prior to engaging in contracted RRSP services.

## **3.6. Training and Certification**

Prior to any RRSP services being rendered, all RRSP operators and supervisors shall be trained and certified in the topics described below. All training and certifications shall be at the CONTRACTOR'S expense unless noted otherwise. RRSP operators, dispatchers, and supervisors are strictly prohibited from rendering contract services without current (i.e., non-expired) and valid training certifications. All in-person training shall be conducted by fully certified and/or licensed

trainers. All online training shall be provided through an officially recognized, accredited organization. All required training shall be completed prior to operating an RRSP vehicle. The CONTRACTOR shall share documentation of the completion of the training with the DEPARTMENT upon request. At a minimum, RRSP staff shall be required to attend semi-annual joint TMC Operator/Road Ranger training provided by the DEPARTMENT.

### **3.6.1. Mandatory Training**

- a) National TIM Responder Training – All RRSP operators and supervisors shall complete the four (4) hour Federal Highway Administration (FHWA) National TIM Responder Training within two (2) weeks of hire. Training may be completed in person or by taking the web-based training offered by the National Highway Institute (NHI). All in-person training shall be provided by a certified TIM Trainer.
- b) Intermediate Maintenance of Traffic (MOT)/Temporary TTC Training – All RRSP operators and supervisors shall complete DEPARTMENT approved sixteen (16) hour Intermediate MOT/TTC training and certification that is valid for four (4) years within two (2) weeks of hire. RRSP operators and supervisors shall also complete the training on the DEPARTMENT's MOT for Incident Responders. Prior to expiration, MOT certification shall be renewed by completing the DEPARTMENT approved seven (7) hour refresher training. Road Ranger shall follow the TTC designs developed especially for Road Ranger operations by the DEPARTMENT.
- c) DEPARTMENT-developed Tactical Training and Annual Refresher Tactical Training – All RRSP operators and supervisors shall complete the Tactical Training within two (2) weeks of hire. Tactical Training has been developed focusing on RRSP safety and RRSP activity. The operators and supervisors shall also attend Annual Refresher Tactical Training. The Tactical Training and Annual Refresher Tactical Training materials are developed by the DEPARTMENT, and the CONTRACTOR shall be responsible for arranging this training for the RRSP operators and supervisors.
- d) "Ride Along" – Within two (2) weeks of hire and prior to rendering solo RRSP services, RRSP operators and supervisors shall complete a minimum of five (5) working days of "ride-along" training with an operator that has a minimum of one consecutive year of DEPARTMENT RRSP program experience; whether as part of this contract or otherwise.
- e) Basic First Aid.
- f) Cardiopulmonary Resuscitation (CPR).
- g) Hazardous materials awareness training in accordance with 29 CFR 1910.210.

### **3.6.2. Recommended Training**

To reinforce essential incident management safety measures, additional training below is recommended to be completed by the CONTRACTOR. At an agreed upon schedule between the CONTRACTOR and the DEPARTMENT, the CONTRACTOR shall make sure the RRSP operators or supervisors participate in any of the following training:

- a) Orientation – Within two (2) weeks of hire, RRSP operators and supervisors shall complete an orientation session provided by the DEPARTMENT at the RTMC. This includes an

- orientation between the RTMC operator and the RRSP operator or supervisor in the RTMC control room.
- b) Federal Emergency Management Agency (FEMA) Introduction to the Incident Command System (ICS 100).
  - c) Towing and Recovery Association of America (TRAA) Level – 1 Light Duty (Nationally Certified Tow Operator) and/or DEPARTMENT approved vehicle removal (push, pull, rollover) training.
  - d) Stop the Bleed Training.

### **3.6.3. Specialized Training**

If the DEPARTMENT develops and includes additional special training for RRSP operators and supervisors, RRSP operators and supervisors shall be trained in the specialized topic trainings.

## **3.7. Operator Uniforms**

For safety, identity, RRSP program visibility, and consistency with the public, all CONTRACTOR personnel performing RRSP services in the field shall wear uniforms in accordance with the requirements specified below and in Attachment IV. Non-duty use of any RRSP uniform is prohibited.

At a minimum, the following requirements shall be met:

- a) At the beginning of each shift, uniforms shall be clean, in good condition and appearance, with shirts and vests having a closed front.
- b) A DEPARTMENT-issued photo identification badge with RRSP operator name shall always be displayed via clip, lanyard, or plastic armband. In case of the termination of an RRSP operator, the CONTRACTOR shall return the badge to the DEPARTMENT within five (5) business days from when the RRSP operator was terminated (or set inactive) from the Contract.
- c) Uniform shirts shall be either an integrated American National Standards Institute (ANSI) 107-2015 Class 3 High Visibility Safety Apparel (HVSA) shirt or a separate shirt and vest (see item d below). All integrated shirts shall be high visibility yellow green in color and shall include a collar that is yellow-green, gray, or black. For separate shirt and vest combinations, the shirt shall be either white or high visibility yellow-green with either a full or partial button front. Uniform shirts shall always be tucked into pants.
- d) ANSI compliant Class 3 high visibility vests shall be issued to all RRSP operators with the vest predominant background color high visibility yellow-green and retroreflective material bordered with fluorescent orange-red stripes.
- e) Uniform pants shall be black or dark blue with retro-reflective biomotion markings.
- f) Shirts and vests shall include the following lettering, logos and insignias and shall be in accordance with ANSI 107-2015 7.2 standards which state that “Identification Panels, Lettering, and Logos (Type R and P)” shall not create gaps in retroreflective material of more than 50 mm horizontally and shall not exceed 465 cm<sup>2</sup> on front and rear, or about 72 in<sup>2</sup>.
  - i. FDOT Road Ranger logo: left front, 1.5 in x 4 in (6 in<sup>2</sup>)
  - ii. “ROAD RANGER” capital lettering: back, black, “ROAD” 3.25 in x 8 in (26 in<sup>2</sup>), “RANGER” 3.25 in x 12 in (39 in<sup>2</sup>)
  - iii. FL511 or FDOT Road Ranger logo: left arm

- iv. Florida TIM logo: right arm (“\*FLORIDA HIGHWAY PATROL (FHP)” may be included below the Florida TIM logo)
- g) A high-visibility yellow-green ball cap with only the FDOT Road Ranger logo on the front shall be issued to all RRSP Operators and may be worn. A high visibility yellow-green helmet (construction hard hat type), may be worn in lieu of a ball cap. Any other head gear is not acceptable.
- h) High visibility yellow-green ANSI 107 compliant rain gear shall be issued to all ROAD RRSP operators and may be worn depending on weather conditions. Rain gear jackets shall include the same lettering, logos, and insignias as shirts and vests (item f above) except that arm markings are not required.
- i) High visibility yellow-green ANSI 107 compliant cold weather jackets may be issued to/worn by all RRSP Operators depending on weather conditions. Cold weather jackets shall include the same lettering, logos, and insignias as shirts and vests (item f above) except that arm markings are not required. A black cold weather jacket may be worn in lieu of a yellow-green ANSI 107 compliant cold weather jacket and shall be covered by an ANSI compliant Class 3 high visibility vest consistent with item d above.
- j) Footwear shall be black in color and shall be steel-toe.
- k) Belts shall be black in color with a no-scratch buckle.
- l) Long or short-sleeved undershirts may be worn and shall be white, black, or yellow green in color. Long or short-sleeved undershirts or t-shirts shall not be worn in lieu of the uniform shirts (item c above).
- m) Clear or sunglass type safety eyewear may be worn.
- n) Tattoo arm sleeve covers may be worn and shall be skin tone or black in color.

### **3.8. Conduct and Grooming**

At a minimum, the following requirements shall be met:

- a) For RRSP program consistency in serving the public, at all times, the CONTRACTOR personnel performing RRSP services in the field shall be safe, professional, courteous, honest, and exercise good judgment in carrying out their duties. The CONTRACTOR personnel performing RRSP services shall always conduct themselves in such a manner that reflects favorably upon the DEPARTMENT.
- b) Under no circumstances shall the CONTRACTOR and RRSP personnel accept any gifts, gratuities, or other compensation from the public/motorists for services conducted in the performance of this contract.
- c) The CONTRACTOR personnel performing RRSP services in the field shall be clean and well-groomed with neatly trimmed hair and facial hair. Visible offensive tattoos must be covered while wearing the RRSP uniform.

### **3.9. Department Responsibilities**

The DEPARTMENT shall only provide additional compensation to the CONTRACTOR via Supplemental Agreement or Unilateral Payment if the CONTRACTOR experiences a substantial

economic impact during the previous contract year as a result of compliance with any combination of the following possible occurrences:

- a) A change to any of the statewide RRSP programs, policies, procedures, standards, manuals, handbooks, guides, specifications, or any other Federal, State or Local documents used to monitor the performance of this contract.
- b) Increased RRSP services due to the expansion of intelligent transportation systems (ITS) that were not included in the DEPARTMENT's Work Program at the time of the CONTRACTOR's proposal due date or renewal date.
- c) Increased RRSP coverage during the active construction of roadways, structures, facilities that were not included in the DEPARTMENT's Work Program at the time of the Contractor's proposal due date or renewal date.

Substantial Economic Impact is defined as a documented financial burden on the Contractor exceeding three percent (3%) of the annual contract amount. If additional compensation is warranted, the Department will compensate only for the value of economic impact beyond the three percent (3%) threshold. The three percent (3%) is not cumulative year to year; it is reset at the beginning of each new contract year.

Similarly, the DEPARTMENT shall reduce payment to the CONTRACTOR if the CONTRACTOR experiences substantial economic savings during the previous contract year due to the following possible occurrences:

- a) A change to any of the statewide RRSP programs, policies, procedures, standards, manuals, handbooks, guides, specifications, or any other Federal, State or Local documents used to monitor the performance of this contract.
- b) Reduced RRSP services due to the reduction of intelligent transportation systems (ITS) that were not included in the DEPARTMENT's Work Program at the time of the CONTRACTOR's proposal due date or renewal date.
- c) Reduced RRSP coverage during the active construction of roadways, structures, facilities that were not included in the DEPARTMENT's Work Program at the time of the Contractor's proposal due date or renewal date.

Substantial Economic Savings is defined as a cost savings exceeding three percent (3%) of the annual contract amount. If cost savings are identified, payment to the Contractor will be reduced only for savings greater than the three percent (3%) threshold. The three percent (3%) is not cumulative year to year; it is reset at the beginning of each new contract year.



## **4. EMERGENCY MANAGEMENT**

### **4.1. General**

The DEPARTMENT categorizes Emergency Management into two classifications: “Governor Declared Emergencies” and “Other Emergencies”. For Governor Declared Emergencies, perform pre-event preparation and provide initial response post-event to protect the traveling public from grievous hazards created by the incident/event. For Other Emergencies, perform all aspects of responding to the incident/event, including pre-event preparation, post-event initial response, and post-event cleanup and repair. For both classifications of Emergency Management, perform the following three (3) activities in preparation for hurricane season each year and before every foreseeable Emergency Management incident/event:

- a) Contact vendors and subcontractors to verify quantity, availability, and priority of appropriate equipment and personnel. Develop a complete up-to-date list of equipment resources and staging locations and of all stockpiled materials and their locations.
- b) Secure and lockdown all structures and facilities covered under this contract, if applicable.
- c) In preparation for high winds, rains, and other impending elements, secure all existing worksites associated with this contract, if applicable.

### **4.2. Emergency Management Plan**

The CONTRACTOR shall make resources available for all services described herein for providing services during a hurricane evacuation or other emergency situations to assist with traffic maintenance requests as directed by the DEPARTMENT. Responsibilities include keeping the evacuation routes clear of debris or disabled vehicles and keeping all lanes open, including emergency lanes. RRSP Vehicles shall remain in operation during hurricane evacuations until sustained wind speeds reach 35mph and/or the DEPARTMENT/FHP determines it to be unsafe for vehicles to remain on the roadways. Contact the RTMC for authorization prior to discontinuing services. RRSP vehicles shall resume operations when FHP redeploys, unless otherwise approved by the DEPARTMENT. Provide on-going training as needed or as requested by the DEPARTMENT.

Comply with and administer all preparedness, response, and recovery efforts in accordance with all contract documents. Develop an Emergency Management Plan that meets the intent of the DEPARTMENT Emergency Management Documents and submit this plan to the DEPARTMENT within 30 calendar days of Contract execution. Include details in the Emergency Management Plan including, but not limited to:

- a) procedures for incident/event management
- b) assurance of motorist safety
- c) handling fuel/oil spills on roadway/roadside
- d) handling of hazardous waste
- e) coordination with Law Enforcement and other appropriate agencies

- f) traffic control
- g) coordination with the DEPARTMENT and other agencies to establish or implement pre-established detour routes
- h) debris removal
- i) evacuation operations
- j) submission of incident/event reports
- k) plan for compliance with the Open Roads Policy
- l) detailed organizational structure with the functions, qualifications, experience level, and contact information of staff assigned to respond to incidents/events

During these situations, the DEPARTMENT may require CONTRACTOR RRSP vehicles to be staged at the CONTRACTOR-owned/leased locations. The CONTRACTOR and the DEPARTMENT, in agreement, may expand designated RRSP coverage areas (including providing additional RRSP operators and vehicles) and/or hours of operation, assistance, and support. Before, during, and after hurricane evacuations or unusual emergencies/incidents, RRSP CONTRACTOR may be requested to provide RRSP operators and/or RRSP vehicles to assist other District RRSP programs.

CONTRACTOR must comply with all DEPARTMENT Plans and Standards and with all Federal, State, and Local laws and regulations concerning evacuation routes and the handling and disposal of hazardous waste.

## **5. PERFORMANCE REQUIREMENTS AND MEASURES**

Inspect, manage, and consistently maintain all services within the project limits as identified in this scope; throughout the term of this contract in accordance with meeting the performance measures established in all contract documents.

The DEPARTMENT shall evaluate CONTRACTOR performance using performance measures outlined in Table 1 and performing monthly and quarterly audits for the response times and roadway clearance times.

In administering this contract and monitoring CONTRACTOR performance, the DEPARTMENT reserves the right to adjust CONTRACTOR compensation for occurrences of non-compliance with Contract terms, conditions, or requirements described herein. The DEPARTMENT may adjust CONTRACTOR compensation by applying a monetary reduction of the monthly payment for services.

When deficiencies are indicated in a performance audit, the CONTRACTOR shall immediately implement remedial action to eliminate the deficiencies. The CONTRACTOR shall notify the DEPARTMENT that noncompliance deficiencies or infractions have been addressed.

The CONTRACTOR shall be held accountable for any enhanced or higher standard presented by the CONTRACTOR in its Technical Proposal with respect to the deductions in Table 1. The enhanced or higher standard becomes the new performance standard for the contract.

All deductions withheld from the CONTRACTOR shall be reflected in the monthly invoice after the occurrences took place.

The CONTRACTOR shall provide notification to the DEPARTMENT when noncompliance deficiencies have been addressed.

The CONTRACTOR and the DEPARTMENT agree that the DEPARTMENT reserves the right to require the CONTRACTOR to remove an RRSP operator or supervisor for infractions, when the operator or supervisor has demonstrated that they cannot perform the duties, or upon evidence that the operator or supervisor has become a discredit to the DEPARTMENT.

*Table 1: RRSP Deductions*

<b>Deficiency Identification</b>	<b>Time Allowed/Criteria</b>	<b>Deduction</b>
Failure to provide monthly invoice to DEPARTMENT Project Manager by the fifteenth (15 <sup>th</sup> ) business days of the following month	Upon Discovery	\$500 per day beginning on the 16 <sup>th</sup> business day
Tampering with, removing, disengaging, or disabling AVL components or radio/video component system	Upon Discovery	\$500 per occurrence per day
Unauthorized sponsorship	Upon Discovery	\$1,000 per occurrence per day
Failure to return Identification Card to the DEPARTMENT within five (5) business days upon employee termination	From time of notification	\$150 per occurrence
Improperly licensed driver	Upon Discovery	\$2,500 per occurrence per day

Insufficient proof from a licensed medical practitioner that RRSP operators are drug- free	Upon Discovery	\$500 per occurrence per operator
RRSP Operator under the influence of alcohol or any controlled substance or drug, except where prescribed by a physician while on duty.	Upon Inspection	\$10,000 per occurrence per operator
Loss of operator identification card	Upon Discovery	\$100 per occurrence
Failure to provide certificates of insurance with insurance requirements as specified in <i>Section 7.14 Insurance</i>	Upon Request	\$250 per occurrence
RRSP vehicles improperly marked (e.g., logos, striping, wording, etc.)	Upon Discovery	\$500 per occurrence per day
No or inoperable cellular telephone	Upon Discovery	\$500 per occurrence per day
Failure to meet requirements set forth in <i>Section 3.6.1. Mandatory Training</i>	Upon Discovery	\$5,000 per occurrence per day

<b>Deficiency Identification</b>	<b>Time Allowed/Criteria</b>	<b>Deduction</b>
Operator sleeping on duty	Upon Discovery	\$500 per occurrence per day
Failure to replace radio and/or communication device within sixty (60) minutes from the time of the breakdown of the equipment	Upon Discovery	\$250 per occurrence per day
Insufficient required equipment or expendables per vehicle	Upon Inspection/Discovery	\$250 per occurrence per day
Insufficient documentation during monthly RRSP vehicle inspection	Upon Inspection/Discovery	\$250 per occurrence
Incomplete RRSP activity logging and documentation	Upon Inspection/Discovery	\$250 per occurrence per day
Improper RRSP operator uniforms	Upon Inspection/Discovery	\$250 per occurrence per day
Non-compliance of DEPARTMENT's Ethics Policy	Upon Discovery	\$1,000 per occurrence
Use of RRSP vehicle for personal use	Upon Discovery Upon Discovery	\$500 per occurrence
Insufficient CONTRACTOR representation at required DEPARTMENT meetings	Upon Discovery	\$500 per occurrence
RRSP operator recommending tow company or vehicle repair facility	Upon Discovery	\$1,000 per occurrence
Failure to have customer comment cards on trucks	Upon Discovery	\$250 per occurrence
Upon DEPARTMENT request, failure to submit any documents the CONTRACTOR is required to maintain	Submit document by the end of the 3 <sup>rd</sup> business day following the day of the DEPARTMENT request	\$500 prorated per business day per requested document
Unauthorized debris disposal	Upon Discovery	\$1,000 per occurrence

Use of unapproved messages on RRSP Dynamic Message Sign	Upon Discovery	\$250 per occurrence
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<b>Deficiency Identification</b>	<b>Time Allowed/Criteria</b>	<b>Deduction</b>
Violation of any DEPARTMENT procedure, policies, guides, or other contract document, excluding Technical Proposal	Immediately upon discovery of violation that is not otherwise addressed in this table	\$1,000 per occurrence of violation per day
Deviating from any promises, guarantees, statements, claims, or other assurances made within the CONTRACTOR's original Technical Proposal	Immediately upon discovery of deviation that is not otherwise addressed in this table	\$5,000 per occurrence of deviation per day
Average monthly dispatch incident response time over 15 minutes (not to include events under 1-minute. Requirement may change upon mutual agreement to accommodate demands and other needs)	Upon Audit Review	\$10,000 per average monthly response time
Average monthly Roadway Clearance Time over 35 minutes	Upon Audit Review	\$10,000 per average monthly roadway clearance time

## **6. ATTACHMENTS**

Attachments I through VI, listed below, are incorporated into this Contract.

- Attachment I – Florida's Open Road Policy
- Attachment II – Road Ranger Service Patrol Disqualifying Criteria
- Attachment III – Road Ranger Service Patrol Vehicle Markings, Logos, and Conspicuity Requirements
- Attachment IV – Road Ranger Service Patrol Operator Uniform Requirements
- Attachment V – Spill Mitigation Guidelines
- Attachment VI – Road Ranger Service Patrol Standard Operating Procedures

## **7. OTHER CONTRACTUAL REQUIREMENTS**

### **7.1 Physical Facilities**

The facility(s) where Road Rangers house vehicles, equipment, and supplies and where Road Rangers pick up their patrol vehicles to begin or end their shifts shall be in locations that meet all zoning requirements. Vehicles shall be able to be maintained in a secure area to prevent theft of computers and

radios owned by the DEPARTMENT. The cost and maintenance of the facility shall be borne by the CONTRACTOR. All required supplies shall be stored to meet the fire safety code and shall be accessible to drivers to keep their vehicles supplied with the required equipment and supplies.

## **7.2. Service Areas**

The delivery of RRSP services shall be broken down into patrol sectors or “beats” that enable each Road Ranger to operate within their assigned area and reach incidents and/or provide motorist assistance with minimum delay. Each sector shall have specific turn-around locations and shall start and end at specific entrance/exit ramps. Crossing the median may be allowed in emergency situations as defined by the DEPARTMENT or as approved by law enforcement. The Road Ranger shall continuously patrol their respective sectors throughout their assigned shifts.

With mutual agreement between the DEPARTMENT and the CONTRACTOR, adjustments, additions, or deletion of service areas may be made to better accommodate demand and other DEPARTMENT needs. The DEPARTMENT may also consider service area changes recommended by the CONTRACTOR. Changes to service areas shall be according to the following:

- a) Based on available data, beat configurations may be altered to include active and passive patrols, optimizing beat length for best coverage, response to identified hot spots, incident response times and special events.
- b) Except during times of emergencies, the DEPARTMENT and the CONTRACTOR shall agree to service area changes forty-eight (48) hours prior to the effective date of the change.
- c) If a new “permanent” service area or assignment is added to the Contract that increases the total number of hours of service including hiring, training, and getting clearances, the CONTRACTOR shall be notified sixty (60) day in advance of the effective date of the change.
- d) The CONTRACTOR may agree to implement services with shorter notice at the time of the original notification.

## **7.3. Hours of Operation**

The expected hours of RRSP operation are 24 hours per day, seven days a week, 52 weeks of the year including DEPARTMENT observed holidays for the term of the Contract.

- a) The DEPARTMENT recognized holidays include New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, and the day after, and Christmas Day. The DEPARTMENT may elect to adjust coverage during holidays. The CONTRACTOR shall staff all shifts/assignments with the appropriate number and type of vehicles and ROAD RANGER SERVICE PATROL (RRSP) operators. With mutual agreement between the CONTRACTOR and the DEPARTMENT, hours of operation may be adjusted to add or delete hours to better accommodate demand and other needs.
- b) Except during times of emergencies, the DEPARTMENT and the CONTRACTOR shall agree to changes to the required hours of operation forty-eight (48) hours prior to the effective date of the change.



- c) Except during times of emergencies, the CONTRACTOR shall be notified sixty (60) days in advance of the change when hours of operations substantially increase or decrease and impact on the existing number of drivers or vehicles.

#### **7.4. Damage to Motorist Property**

The DEPARTMENT assumes no liability for any alleged damages incurred upon the motorist's vehicles while CONTRACTOR services are performed under this contract.

The CONTRACTOR shall repair, at their expense, any damage to DEPARTMENT or motorist property caused by negligence of the RRSP operator while performing services under the contract.

#### **7.5. Documenting RRSP Operations**

Each CONTRACTOR RRSP operator shall document all services provided and associated actions taken via SunGuide, Smartphone Application for Road Rangers (SPARR), in Service, or others, whichever applicable. The CONTRACTOR shall notify the DEPARTMENT RTMC immediately of any technical issues associated with logging and data entry. The DEPARTMENT reserves the right to modify CONTRACTOR logging requirements at any time during the contract duration. In case of a system failure, the RRSP Operator shall maintain a written log of events.

#### **7.6. Vehicle Requirements**

The CONTRACTOR shall furnish and maintain all RRSP vehicles required to provide the services described herein. RRSP vehicles shall be new or not have more than 500 miles when first placed into service. The RRSP vehicle manufacturer and model shall be at the discretion of the CONTRACTOR. The vehicles furnished under this contract shall meet the requirements herein unless otherwise specified. Window tinting is allowed on all vehicles used for RRSP services up to the state's legal limit. All RRSP vehicles shall only provide the services described in this scope and are restricted to DEPARTMENT official use only. RRSP vehicles shall not be used for personal business. The CONTRACTOR may, with DEPARTMENT approval, use RRSP vehicles at DEPARTMENT TIM awareness special events.

RRSP vehicles shall be equipped to push, drag, pull, reposition/relocate, or tow disabled vehicles out of travel lane(s). The RRSP vehicle shall not attempt to push, drag, pull, reposition/relocate, or tow disabled vehicles that exceed the manufacturer's vehicle specifications. If the weight or dimensions of the disabled vehicle exceed the RRSP ability to push, relocate, or tow, the RRSP operator shall request the appropriate vehicle(s) and equipment through the RRSP dispatch, RTMC or law enforcement.

Any CONTRACTOR proposed variations to the RRSP vehicle (i.e., size or type) must be submitted, in writing, to the DEPARTMENT Project Manager or designee and approved by the DEPARTMENT'S State TIM and RRSP Program Manager prior to implementation.

The CONTRACTOR shall equip all vehicles with an automated vehicle location system that is compatible with SunGuide Software®, or the DEPARTMENT provided InService Application, for vehicle location and tracking. All vehicles shall support equipment and software applications that are

capable of sending alerts to navigation applications upon activation of an arrow board/message board, emergency lights, or arrival of an event. This may be accomplished by using a third-party responder alert system or the DEPARTMENT provided InService Application. All vehicles shall have the capability to enable connected and automated vehicle (CAV) technologies.

The CONTRACTOR shall procure and outfit vehicles as per Scope of Services within 90 days after the Date of Execution (written Notice to Proceed). Patrolling shall start at the Date of Notice to Begin Work. Both dates are defined as below:

- Date of Execution (written Notice to Proceed) – This date shall be consistent with the signed Contract between the DEPARTMENT and the CONTRACTOR. The CONTRACTOR shall hire and train personnel and purchase all required vehicles, equipment, and ancillary components to meet this Scope of Services.
- Date of Notice to Begin Work – This date shall be issued, in writing, by the DEPARTMENT, unless otherwise agreed upon by both parties. The CONTRACTOR shall meet all necessary requirements of this Contract prior to beginning work.

There may be instances where the DEPARTMENT chooses to implement technologies or new equipment for use in the RRSP Program. If the implementation of new technologies or equipment requires a vehicle type or configuration not listed in Section 7.6, approval for the use of the new vehicle type must be given by the DEPARTMENT.

Pursuant to its authority granted in section 316.003(1), Florida Statutes, the DEPARTMENT designates each RRSP vehicle as an “Emergency Vehicle.” This designation is being made for the purposes of authorizing RRSP 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 RRSP vehicles participating in incident response operations or providing assistance to motorists. As authorized Emergency Vehicles in performance of their necessary duties, Florida Statute section 316.2397(8) allows RRSP vehicles to display rear-facing red and white flashing lights. Road Rangers shall not use red and white flashing lights for any instances not mentioned in section 316.2397(7)(a).

### **7.6.1. Pick-Up Trucks**

Pick-up trucks shall continuously patrol their designated sections. Pick-Up trucks shall provide for incident detection, management, and stranded motorists assistance. These pick-up trucks shall also act in a supporting role upon tow or flatbed vehicle arrival, assisting in Temporary Traffic Control (TTC) or may be re-deployed by the RTMC in response to other traffic events.

RRSP Pick Up trucks shall meet the following minimum requirements:

- a) Full size, three quarter (3/4) ton pickup truck.
- b) Four-door, extended cab (crew cab acceptable).
- c) Long bed capable of transporting all specified equipment properly secured.
- d) Equipped with a heavy-duty front push bumper

- e) Equipped with functioning seat belts for RRSP operator/driver and all passengers not to exceed the maximum occupancy of the vehicle. Passengers are required to install their child safety seat when needed.

### **7.6.2. Tow Trucks**

A Tow Truck shall continuously patrol their designated sections. A Tow Truck shall be used to move a disabled vehicle out of the travel lanes of a roadway or to transport a vehicle involved in a crash to a safe location in addition to providing motorist assistance functions.

RRSP Tow Truck vehicles shall meet the following minimum requirements:

- a) Minimum Gross Vehicle Weight Rating (GVWR) chassis of ten thousand (10,000) pounds to sixteen thousand (16,000) pounds.
- b) Dual wheel chassis and four (4) ton recovery equipment rating.
- c) Self-loading under lift wheel lift-towing equipment, with a minimum lift rating of three thousand (3,000) to four thousand (4,000) pounds with both in-cab and exterior controls. All towing equipment shall include proper securement straps and safety chains.
- d) Hydraulic boom with a minimum static rating of five thousand (5,000) to eight thousand (8,000) pounds.
- e) Dual eight thousand (8,000) pound winches with one hundred (100) feet of wire cable matched to winch capacity.
- f) Towing slings rated at three thousand (3,000) pound minimum.
- g) Various size chains, hooks, and clevises sized to match recovery capacity.
- h) Safety chain D-ring or eyelet mounted on the rear of the vehicle body.

The above requirements are not all-inclusive. See Section 7.6.5 and Rule 15B-9, F.A.C. for additional equipment, tools, and expendables requirements.

### **7.6.3. Flatbed/Car Carrier/Rollback Wreckers**

A Flatbed/Car Carrier/Rollback Wrecker shall not patrol any designated section unless otherwise approved by the DEPARTMENT. A Flatbed/Car Carrier/Rollback Wrecker shall be used for carrying oversized loads or products with unusual shapes since it has a long empty bed with a flat top. It shall also be used in transporting vehicles having a roadside problem or being involved in a crash and for transporting heavy equipment.

RRSP Flatbed/Car Carrier/Rollback Wrecker vehicles shall meet the following minimum requirements:

- a) Class A light-duty classification
  - i. Minimum GVWR of nineteen thousand (19,000) pounds.
  - ii. Accommodations to carry U.S Department of Transportation (USDOT) Class 1 and Class 2 vehicles up to ten thousand (10,000) pounds Gross Vehicle Weight (GVW).
- b) Class B medium-duty classification
  - i. Minimum GVWR chassis of twenty-five thousand, five hundred (25,500) pounds.
  - ii. Accommodations to carry USDOT Class 1, 2 and 3 vehicles up to fourteen thousand (14,000) pounds GVW.

- c) An extended cab to accommodate up to 4 passengers, not including the driver.
- d) A commercially manufactured steel flatbed body, not aluminum, 21 feet in length.
- e) Self-loading under lift wheel lift-towing equipment with a minimum lift rating of three thousand (3,000) pounds and both in-cab and exterior controls.
- f) Various size chains, hooks, and clevises sized to match recovery capacity.
- g) Motorcycle transporting capability.
- h) Safety chain D-ring or eyelet mounted on the rear of the vehicle body.

The above requirements are not all-inclusive. See Section 7.7.5 and Rule 15B-9, F.A.C. for additional equipment, tools, and expendables requirements.

#### **7.6.4. Markings, Logos, and Conspicuity**

The CONTRACTOR shall submit a design plan for all RRSP vehicle markings, logos, and placement, by vehicle type, to the DEPARTMENT for approval prior to their application. The DEPARTMENT reserves the right to add or delete markings and logos at any time during the contract term. The CONTRACTOR shall maintain all vehicle markings and logos in a clean and readable condition. Covering RRSP markings and logos and any reference to the CONTRACTOR's company name or logo displayed on the exterior or interior of the RRSP vehicle is strictly prohibited.

Should a CONTRACTOR'S RRSP vehicle become permanently inoperable for any reason, or should the contract be terminated for any reason, including contract conclusion, the CONTRACTOR shall permanently remove all DEPARTMENT RRSP vehicle markings and logos prior to the vehicle being junked, sold, or placed in private sector operation. The CONTRACTOR shall provide pictures with date and timestamp to show all four sides of the vehicle after removing all vehicle markings and logos. Photos must be submitted prior to payment of the final invoice.

The CONTRACTOR shall procure and apply the following RRSP vehicle markings and logos prior to any vehicle being placed into service, including backup vehicles. All logos, lettering, and markings shall be made of material with retro-reflective properties or background to facilitate nighttime viewing. Refer to Attachment III for additional markings, logos, and conspicuity requirements. All conspicuity markings are subject to DEPARTMENT approval. Additional RRSP conspicuity guidance can be found in National Fire Protection Agency (NFPA) standard number 1901 and on the [RESPONDERSAFETY.com](https://www.respondersafety.com) website under the reference, "Vehicle Marking and Technology for Increased Highway Visibility: A Reference Guide for Decision Makers, <https://www.respondersafety.com/Download.aspx?DownloadId=8610b7ca-28b1-48d8-868c-a9579434e32a>.

At a minimum, the following requirements shall be met:

- a) The base color for each RRSP vehicle shall be white.
- b) FDOT logo: The colored logo shall be no less than eleven inches (11") in height and placed on the left and right doors.
- c) "ROAD RANGER" in black six (6) inch letters on white background placed below the FDOT logo on the front left and right doors, spaced to provide maximum visibility to corresponding graphics.

- d) "ROAD RANGER" in black four (4) inch inverse lettering on white background placed above the grill or on the bug shield on the front of the vehicle (to facilitate viewing from the rear-view mirror of the motorist receiving RRSP assistance).
- e) "FL511" logo shall be proportionate and spaced to provide maximum visibility to program and safety graphics, as needed.
- f) "FREE ASSISTANCE" painted or affixed below the FDOT logos on the left and right doors. The letters shall be no less than two inches (2") in height.
- g) "FREE SERVICE" painted in black four (4) inch letters on white background placed on the rear bumper or tailgate of the vehicle.
- h) "INCIDENT RESPONSE" in red six (6) inch letters on white background placed on the utility body or similar area of the left and right sides of the vehicle.
- i) "DIAL \*FHP (347)" in dark blue six (6) inch letters on white background placed below "INCIDENT RESPONSE" on the utility body or similar area of the left and right sides of the vehicle.
- j) "ROAD RANGER" in black four (4) inch letters on white background placed on the rear bumper or tailgate of RRSP pickup trucks (as applicable); The rest of the rear-facing vertical surfaces shall 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. Retro-reflective material shall also be used to outline the vehicle edges and the rear-facing inner parts of the front and rear doors.
- k) A single two (2) inch wide, alternating red and white reflective tape to outline the profile of the vehicle to enhance night visibility from traffic approaching at any angle. The tape should be applied at a minimum height of four (4) feet but may vary according to RRSP vehicle type or body configuration.
- l) A multi-digit RRSP vehicle identification number in black four inches (4") letters on white background placed on or near the driver's and passenger's doors, the rear of the vehicle, and the front of the vehicle that shall individually identify each service patrol vehicle. The first digit of the identification number shall be the DEPARTMENT's District Number. The CONTRACTOR shall submit a request to the DEPARTMENT to provide the subsequent digits for each vehicle. The numbering sequence shall be as follows:

- i. DXXX

- D = District number
- XXX= sequential vehicle numbering beginning with 01

- m) 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 Operations (CVO) Program Manager.
- n) 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.

## **7.6.5 Equipment, Tools, and Expendables Requirements**

At a minimum, the CONTRACTOR shall carry the required equipment and must be capable of transporting all specified equipment properly secured. The following list outlines the general nature of equipment, tools and expendables that the CONTRACTOR shall be expected to maintain. Different vehicle types may have an adjusted equipment requirement to accommodate the vehicle type.

### **7.6.5.1 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 a minimum of 750 cold-cranking amps (CCA)
- d) Suitable, functioning cab lighting.
- e) Roof-mounted light bar, rear-facing red and white colored lights, front-facing amber/white colored lights. Refer to Attachment III for more emergency lights requirements.
- f) 360-degree rotating spotlight.
- g) DEPARTMENT-approved truck-mounted full-matrix dynamic message sign (DMS) to allow for graphical image (arrows, corner squares, etc.) use when needed. The DMS shall be mounted atop the cab and above the roof-mounted light bar. The DMS shall be swivel mount that provides the capability of swiveling the sign display 360 degrees in any direction to improve its visibility and allow for additional options of vehicle positioning. In-cab remote actuation and programming shall be included and be capable of manual raising and lowering should power actuation fail. Refer to Attachment III for more truck-mounted DMS and message use requirements.
- h) Power outlets (jump boxes, booster outlets, or equivalent), front and rear-mounted, compatible with 12-volt booster cables.
- i) Two (2) multi-purpose funnels.
- j) Two (2) tire chock blocks.
- k) Twenty (20) DEPARTMENT-approved 36-inch traffic cones with reflective markings in pickup trucks and tow trucks. Sixteen (16) DEPARTMENT-approved 36-inch traffic cones with reflective markings in flatbed/rollback wreckers.
- l) Twenty (20) LED flares capable of sequential activation capability.
- m) One (1) frame-mounted trailer hitch or wheel lift pintle hook adapter with combination ball and pintle hook, 5,000 lb. minimum.
- n) Trailer hitch capable of handling a 1.875-inch ball and/or 2-inch ball
- o) Air compressor, hose, and appropriate subcomponents capable of inflating the tires of vehicles. Compressor may be engine mounted, electric, or remote engine powered.
- p) Hoses and fittings to fit tire valve stems.
- q) One (1) heavy-duty flashlight/traffic wand.
- r) One (1) 5-gal or heavy-duty CONTRACTOR-grade trash can, 30-gal trash bags.
- s) One (1) 2.5-ton hydraulic floor jack, capable of lifting passenger vehicles.
- t) One (1) set of booster cables, 2-gauge copper wire minimum with heavy-duty clamps, and one end adapted to the vehicle's power outlets, minimum 25 ft.
- u) Two (2) sets of towing straps, nylon, with hooks and clevis (U-shaped connector) of 10,000 lbs. towing capability.
- v) Four (4) Chains, ten (10) feet in length, Grade 8 Alloy safety and working chains, assortment of hooks and clevis, suitable to the application.

- w) Two (2) working lights to lighten the work area during nighttime service. The lights cannot be faced toward oncoming traffic.
- x) Third-party wireless communication system, or the DEPARTMENT's provided Inservice application, for pushing RRSP location notifications to navigation-providing applications.
- y) Cellular or Smartphone.
- z) DEPARTMENT-approved radio(s).

### **7.6.5.2 Tools**

- a) One (1) square-end and one (1) round-end D-handle spade shovel.
- b) One (1) 24-inch street broom.
- c) One (1) metric and one (1) standard impact or lug wrench to fit lug nut sizes most commonly used by vehicle manufacturers, 4-way.
- d) One (1) metric and one (1) standard complete set of open-end and box wrenches.
- e) One (1) pry bar, minimum 36 inches in length.
- f) One (1) hub cap and wheel lock removal kit.
- g) One (1) emergency lug nut removal set.
- h) One (1) spare tire removal kit for Sport Utility Vehicle (SUV)/pickup.
- i) One (1) pair of (24-inch or larger) bolt cutters.
- j) One (1) pair of wire cutters.
- k) Standard tool kit with tools to perform minor repairs.
- l) Adjustable wrenches (8-inch and 12-inch).
- m) One (1) five-pound hammer.
- n) Rubber mallet.
- o) One (1) roll of electrical tape (20 yards).
- p) One (1) roll of duct tape (20 yards).
- q) Tire pressure gauge.

### **7.6.5.3 Expendables**

- a) Five (5) gallons of gasoline in labeled and approved Safety cans or tanks with flash arresting screen, spring-closing lid, and spout cover. 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) ten (10) pound, dry chemical, ABC fire extinguishers. If the seal is broken, units shall be tested, resealed and certified.
- d) Twenty-four (24) highway wet flares or equivalent providing delineation in low light conditions (minimum quality, 30-minute burn).
- e) Minimum of ten (10) gallons of absorbent material.
- f) Radiator water in labeled container(s), five (5) gallons each.
- g) One (1) Stop the Bleed kit.
- h) Twelve (12) bottles of drinking water, individually sealed, minimum 16 oz., chilled.
- i) Vehicle Spill Kit including one (1) PND putty (10 oz.) or equivalent, fifteen (15) spill pads of 15"x18" size, and three (3) four-foot spill poly socks.
- j) One (1) set of assorted bungees.

- k) One (1) copy of the updated DEPARTMENT's Road Ranger Service Patrol SOG.
- l) One (1) copy of the DEPARTMENT's workflow for Road Ranger as an initial responder.
- m) Fifty (50) DEPARTMENT approved survey cards.

## **7.7. Vehicle and Equipment Inspections**

The DEPARTMENT, or its designated representative, shall inspect and approve all CONTRACTOR RRSP vehicles and applicable equipment prior to the start of the contract. A schedule of inspections shall be created by the CONTRACTOR and the DEPARTMENT to inspect all vehicles. RRSP vehicles and equipment shall also be subject to periodic inspections by the DEPARTMENT. As part of any inspections, the CONTRACTOR shall make all mechanical and maintenance records readily available to the DEPARTMENT upon request.

Prior to the beginning of each shift, the RRSP operator shall inspect their patrol vehicle and applicable equipment to ensure they are in good working order and meet all requirements described herein. A copy of the vehicle inspection reports shall be submitted to the DEPARTMENT upon request.

RRSP vehicle spot inspections are conducted by the DEPARTMENT, or the DEPARTMENT's designated representative. The DEPARTMENT shall communicate with the CONTRACTOR RRSP supervisor to have selected vehicles available for inspection at an agreed upon location. Alternatively, the RTMC can dispatch a selected vehicle to a location within, or near the operating beat of the vehicle. The entire Road Ranger fleet shall be inspected at the beginning of services and upon furnishment of any new RRSP vehicles during the term of the Agreement. The entire Road Ranger fleet shall have recurring spot inspections every four (4) weeks, or upon request from the DEPARTMENT, and results shall be discussed at the biweekly Road Ranger CONTRACTOR meeting. Copies of the inspections shall be provided to the CONTRACTOR by request. Any immediate danger to vehicles or RRSP operators shall be removed from the roadway and the RRSP Supervisor shall be notified.

## **7.8. Customer Comment Cards and other Printed Materials**

The CONTRACTOR shall distribute a DEPARTMENT approved comment card to every stranded motorist receiving assistance from the RRSP. The CONTRACTOR shall purchase RRSP Comment Cards from the DEPARTMENT preferred vendor within one week of the written Notice to Proceed. Comment Card vendor information shall be provided to the selected RRSP CONTRACTOR. The CONTRACTOR shall purchase additional comment cards as necessary to meet the requirements of this Contract. All costs associated with the purchasing of the comment cards shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall furnish and distribute Customer Comment Cards to each motorist assisted by the RRSP operator according to the following provisions. The Customer Comment Cards are business card size (3.5 inches x 2 inches) and direct the reader/motorist to a website to complete a customer service survey.

- a) The DEPARTMENT shall provide the CONTRACTOR with a full-colored, reproducible original of the DEPARTMENT-designed card.



- b) The CONTRACTOR shall furnish one thousand (1,000) full-color customer comment cards prior to initiating services under this contract. Thereafter, the CONTRACTOR could expect to print, furnish, and provide a minimum of 19,000 cards annually.
- c) The CONTRACTOR shall maintain an adequate stock of cards such that each RRSP operator/vehicle has a minimum of 50 cards per active shift per vehicle for distribution to motorists.
- d) The DEPARTMENT reserves the right to modify the methodology for collecting customer service survey data at any time. The DEPARTMENT shall notify the CONTRACTOR of any modifications that require the printing of new cards. Old cards can be phased out of use.
- e) The DEPARTMENT may require the CONTRACTOR RRSP operators to distribute other printed information to motorists such as maps or safety information. Any additional printed information for motorist distribution shall be furnished by the DEPARTMENT.

## **7.9 Authorization as Emergency Vehicles**

Pursuant to its authority granted in section 316.003(1), Florida Statutes, the DEPARTMENT designates each RRSP vehicle as an “Emergency Vehicle.” This designation is being made for the purposes of authorizing RRSP 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 RRSP vehicles participating in incident response operations or providing assistance to motorists. As authorized Emergency Vehicles in performance of their necessary duties, Florida Statute section 316.2397(8) allows RRSP vehicles to display rear-facing red and white flashing lights. Road Rangers shall not use red and white flashing lights for any instances not mentioned in section 316.2397(7)(a).

## **7.10. Meetings**

### **7.10.1. TIM Team Meetings**

The CONTRACTOR RRSP contract management and/or supervisory personnel shall attend TIM Team meetings at a DEPARTMENT designated location within the district. CONTRACTOR RRSP management and/or supervisory personnel shall participate in meeting discussion by providing RRSP and TIM insights/information/expertise as required.

### **7.10.2. Routine Progress and Performance Meetings**

The CONTRACTOR RRSP Project Manager shall attend progress meetings with the DEPARTMENT’S Project Manager or designee throughout the term of the contract on a biweekly basis as agreed upon by the DEPARTMENT and CONTRACTOR to discuss the CONTRACTOR’s performance including, but not limited to, evaluation of services performed and compliance to personnel, vehicle, service, and operational requirements specified herein.

### **7.10.3. Other Meetings**

At the DEPARTMENT's request, the CONTRACTOR shall participate in other meetings including but not limited to After Action Reviews (AARs), hurricane preparedness and other operations meetings, as deemed necessary by the DEPARTMENT Project Manager.

### **7.11. Non-Revenue Access to Tolling Facilities**

RRSP vehicles are required to pay tolls for official duties within each respective beat/zone. This shall be at the CONTRACTOR's expense.

### **7.12. RRSP Automated Vehicle Location (AVL) Systems**

The CONTRACTOR shall equip all vehicles with an automated vehicle location system that is compatible with SunGuide Software®, or the DEPARTMENT provided InService Application, for vehicle location and tracking.

### **7.13. Communications Systems**

The CONTRACTOR shall utilize the DEPARTMENT's radio communications system currently used by the RTMC. All replacement, fixed, and recurring costs associated with the radio equipment and airtime necessary to communicate with the RTMC Operators shall be the responsibility of the CONTRACTOR.

Each RRSP Vehicle shall be equipped with a two-way radio communication system to enable the operator to communicate with all other RRSP vehicles and Road Ranger Dispatchers. Communication options may include SLERS radios, separate (non-SLERS) radios, or other contracted communication services (e.g., FirstNet, MutuaLink, etc.). The separate (non-SLERS) radio system may be cellular push-to-talk type with an externally mounted antenna and may be separate from the cellular telephone requirements. All radio equipment shall be supplied and maintained by the DEPARTMENT.

#### **7.13.1. State Law Enforcement Radio System (SLERS)**

The DEPARTMENT shall assign any RRSP operator or supervisor with SLERS radio as alternate back-up communication or during the event of an emergency that requires SLERS radio. Users shall have an approved security clearance. The requirements for security clearance approval are:

- a) Shall successfully complete a criminal background check performed by the Joint Task Force (JTF) Security Manager prior to operating a SLERS radio. Authorized representatives from the DEPARTMENT's TIM/Road Ranger Program and the CONTRACTOR shall coordinate with

the JTF Security Manager to process background investigations, as needed, and respond to inquiries regarding the status of applicants.

- b) Only forms approved by the JTF Security Manager shall be used to apply for security clearance.

RRSP operator and supervisors using SLERS radios shall comply with the following requirements:

- a) Shall not be permitted to use the SLERS radios until training has been completed.
- b) Shall use designated talk groups unless otherwise instructed by the FHP, RTMC, or RRSP Supervisor.
- c) Only those persons with approved SLERS security clearance shall be authorized to transport SLERS radios.

### **7.13.2. Cellular Telephones**

Prior to placing any RRSP operator, supervisor, and vehicle, into service under this contract, the CONTRACTOR shall equip each RRSP vehicle, including backup and supervisor vehicles, with a cellular telephone. The CONTRACTOR shall be responsible for all costs associated with furnishing and maintaining all cellular telephone hardware and ancillary (including hands-free) components and establishing and maintaining cellular service contract(s), subscriptions, and associated licenses.

### **7.13.3. Public Address System**

The CONTRACTOR shall equip each RRSP and backup vehicles with a 100-watt minimum output public address (PA) system and corresponding external speaker(s). The CONTRACTOR RRSP operator shall only use the Public Address (PA) system while assisting motorists or as directed by the DEPARTMENT and/or law enforcement during TIM activities. The CONTRACTOR RRSP operator shall use the PA system in a professional manner. Inappropriate call outs, use of personal names, and offensive language or profanity is strictly prohibited.

### **7.13.4. Email**

The CONTRACTOR shall maintain a reliable email service capable of receiving attachments from the DEPARTMENT and others. All e-mail communication associated with this Contract and RRSP services are subject to the DEPARTMENT'S requirements for Public Records requests and document retention (Records Management, Procedure Topic No. 050-020-025-h).

## **7.14. Insurance**

The CONTRACTOR shall maintain the following insurance policies according to the provisions and minimum limits set forth below:

- a) Each policy shall be in the name of the CONTRACTOR and shall include coverage for towing and storage.

- b) General liability insurance policy or policies shall be with a company authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits in an amount no less than \$1,000,000.00 per person and \$1,000,000.00 each occurrence, and property damage insurance in an amount no less than \$1,000,000.00 each occurrence.
- c) The policy or policies shall be effective throughout the period that the CONTRACTOR is under Contract to the DEPARTMENT.
- d) Workers' compensation and employer's liability insurance as required by State statute.
- e) Garage liability insurance in an amount not less than \$1,000,000.00 combined single limit liability.
- f) Garage keepers' legal liability insurance in an amount not less than \$60,000.00 for each loss, covering perils of fire and explosion; theft of a vehicle, its parts or contents; riot and civil commotion; vandalism; malicious mischief; and damage to a vehicle in tow.

The following minimum levels of combined bodily injury liability insurance and property damage liability insurance required by section 627.7415, F.S., in addition to any other insurance coverage as required by this Contract.

- a) Fifty thousand dollars (\$50,000.00) per occurrence for a commercial motor vehicle with a gross vehicle weight of twenty-six thousand (26,000) pounds or more, but less than thirty-five thousand (35,000) pounds.
- b) One hundred thousand dollars (\$100,000.00) per occurrence for a commercial motor vehicle with a gross vehicle weight of thirty-five thousand (35,000) pounds or more, but less than forty-four thousand (44,000) pounds.
- c) The insurance coverage required shall include those classifications listed in standard liability manuals, which most nearly reflect the operations of commercial motor vehicle operators.

All insurance policies required above shall be issued by companies authorized to do business in the State of Florida.

The CONTRACTOR shall provide certificates of insurance to the DEPARTMENT prior to the execution of the Contract, and thereafter, thirty (30) days prior to the expiration dates of the policies. The certificates shall clearly indicate that the wrecker operator has obtained insurance of the type, amounts, and classifications required for compliance with this section and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the DEPARTMENT.