

APPENDIX A
SAMPLE CONTRACT

SAMPLE

SAMPLE CONTRACT

THIS CONTRACT which provides for sponsorship and management of freeway service patrol vehicles for the Freeway Service Patrol Sponsorship (“Contract”) is entered into this _____ day of _____, 20____, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (“PENNDOT”), and _____ (“CONTRACTOR”).

WITNESSETH:

WHEREAS, PENNDOT issued a Request For Proposals for providing sponsorships and management of freeway service patrol vehicles for the “Freeway Service Patrol Sponsorship”, RFP No. 3511R05 (“RFP”); and

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP; and

WHEREAS, PENNDOT determined that CONTRACTOR’s proposal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected CONTRACTOR for contract negotiations; and

WHEREAS, PENNDOT and CONTRACTOR have negotiated this Contract as their final and entire agreement in regard to providing sponsorships and management services for freeway service patrol vehicles.

NOW THEREFORE, intending to be legally bound hereby, PENNDOT and CONTRACTOR agree as follows:

1. CONTRACTOR shall, in accordance with the terms and conditions of this Contract, provide a strategy to PENNDOT for sponsorship and management of freeway service patrol vehicles as more fully defined in the RFP, which is attached hereto as Exhibit “A” and made part of this Contract.
2. CONTRACTOR agrees that the services shall be performed during the contract period of (insert number of months) months following the date of the Notice to Proceed of the fully executed Contract, and subsequent fully executed Purchase Order, by PENNDOT. The Commonwealth reserves the right upon written notification to the CONTRACTOR by PENNDOT’s Contracting Officer to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This right to extend the Contract in no way minimizes PENNDOT’s right to the timely receipt of the project deliverables as specified in the RFP.
3. PENNDOT shall pay the CONTRACTOR during the existence of this Contract for work completed in accordance with the terms and conditions of the Contract, the

maximum amount of XXXXXXXXXX DOLLARS AND XXXX CENTS (\$_____) for the time period set forth in #2 above of this Contract.

4. PENNDOT and CONTRACTOR agree to be bound by the Special Contract Terms and Conditions, which are attached hereto as Exhibit “B” and made part of this Contract.
5. PENNDOT and CONTRACTOR agree to be bound by the Standard Contract Terms and Conditions for Services – STD-274, which is attached hereto as Exhibit “C” and made part of this Contract.
6. CONTRACTOR agrees to provide a strategy for “Freeway Service Patrol Sponsorship” as described in its Technical Submittal, which is attached hereto as Exhibit “D” and made part of this Contract, at the prices listed in its Cost Submittal, which is attached hereto as Exhibit “E” and made part of this Contract.
7. CONTRACTOR agrees to meet and maintain the commitments to disadvantaged businesses made in its Disadvantaged Business Submittal, if applicable.
8. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Special Contract Terms and Conditions, Exhibit B.
 - b. The Standard Contract Terms and Conditions for Services – STD-274, Exhibit C.
 - c. The CONTRACTOR’s Cost Submittal and any addenda, if applicable, Exhibit E.
 - d. The RFP and any addenda, including all referenced Appendices, Exhibit A.
 - e. The CONTRACTOR’s Technical Submittal and any addenda, if applicable, Exhibit D.

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IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

BY _____
NAME

TITLE

DATE

If a Corporation, only the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer or Chief Operating Officer must sign; if one of these officers is not available, please attach a resolution. If a sole proprietorship, only the owner must sign; if a partnership, only one partner needs to sign; if a limited partnership, only a general partner may sign. If a Limited Liability Company ("LLC"), only one member needs to sign, unless it is a manager-based LLC, then a manager must sign. If a Municipality, Authority, or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
NAME

TITLE

DATE

APPENDIX B

SPECIAL CONTRACT TERMS AND CONDITIONS

SPECIAL CONTRACT TERMS AND CONDITIONS

1. FEDERALLY FUNDED CONTRACTS

In the event that Federal funding is used to support the work governed by this Contract, the following provisions apply:

A. Federal Representative

All references to the Federal Representative in this Contract apply. The Federal Highway Administration (FHWA) is referred to as the Federal Representative.

B. Federal Nondiscrimination Clauses

CONTRACTOR agrees to comply with the Federal Nondiscrimination and Equal Employment Opportunity Clauses, dated January 1976, which are attached to and made a part of this Agreement.

C. Federal Audit Clause

As specified by the Federal Office of Management and Budget, CONTRACTOR agrees to satisfy the audit requirements contained in the Single Audit Act of 1984, 31 U.S.C. § 7501 et seq., and, for this purpose, to comply with the Audit Clause to be used in Agreements with Subrecipients receiving Federal Awards from PENNDOT, dated December 3, 2003, which is attached to and made a part of this Agreement. As used in the Audit Clause, the term “Subrecipient” means CONTRACTOR.

D. Certification of Contractor

CONTRACTOR hereby certifies that CONTRACTOR has not 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 CONTRACTOR) to solicit or secure this Contract.

CONTRACTOR further certifies that CONTRACTOR has not 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. CONTRACTOR has not paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this Contract.

No member 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 therefrom.

E. Federal Government Interests

It is understood that certain funding under this Contract may be provided by the Federal government. Accordingly, the rights to WORKS or Patentable Items of Contractors or

subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. § 401, and other applicable statutes. Notwithstanding the foregoing, PENNDOT retains the right to share information relating to WORKS or Patentable Items developed under the scope of work for a wholly state-funded contract with the Federal Government in accordance with the provisions of this RFP, PART IV, Work Statement.

The term “WORKS” includes all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, data, computer documentation and other tangible materials authored and prepared by CONTRACTOR as the Work Product covered in the scope of work for the Project.

F. Federal Disadvantaged Business Enterprise Assurance

CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by 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 PENNDOT deems appropriate. If CONTRACTOR is providing services or supplies for PENNDOT pursuant to this contract, it must include this assurance in each subcontract that it signs with a subcontractor. If CONTRACTOR is a grantee or other recipient of funds from PENNDOT, it must include this assurance in each contract into which it enters to carry out the project or activities being funded by this contract.

G. Review Rights

PENNDOT and the Federal Representative, if appropriate, have the right to review and inspect all project activities at any time. PENNDOT retains the right to conduct security audits.

Copyright Ownership: Commonwealth Ownership of Materials Developed as Part of Scope of Work for Project Tasks

All literary works, or original works of authorship developed under the course of providing work for PENNDOT shall be treated in accordance with the following general provisions:

A. Works Created under the Agreement Vesting Title in the CONTRACTOR

The right, title and interest in any original work of authorship or Intellectual Property (Works) developed as part of the scope of the work for the Project shall vest in CONTRACTOR. CONTRACTOR shall be accorded all rights provided to the owner of copyright under the Federal Copyright Act of 1976, as amended (the Copyright Act).

B. Preexisting Materials Brought by Contractor to Project Tasks

Any concepts, know-how, techniques, documentation, data, modules, components, designs, utilities, interfaces, templates, subroutines, concepts, analyses, methods, algorithms, formulas, technical information, proprietary materials, data, software, methodologies or other intellectual property that CONTRACTOR brings to the projects and work assignments or has previously developed with or obtained from third parties shall remain the exclusive property of CONTRACTOR (CONTRACTOR Property).

C. License Provided to PENNDOT

CONTRACTOR agrees to grant a royalty-free, perpetual, irrevocable, non-exclusive license to PENNDOT to reproduce, disseminate, publish, publicly display, publicly perform, digitally perform and sublicense, and prepare derivative works based upon the Works. If the CONTRACTOR transfers ownership of all or any portion of the Project to another entity, it shall ensure that its successors in interest afford PENNDOT the same license as set forth in this Paragraph. This Paragraph shall survive the term of this Contract.

The CONTRACTOR and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the "Patentable Items") created by CONTRACTOR during the term of the Agreement or Work Order. Notwithstanding the foregoing, PENNDOT is granted a non-exclusive, non-transferable, royalty-free license to use or practice the Patentable Items. PENNDOT may disclose to third parties any Patentable Items created by the CONTRACTOR or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. PENNDOT understands that any third party disclosure will not confer any license under such Patentable Items.

A. Patent Ownership

CONTRACTOR and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the "PATENTABLE ITEMS") made by the CONTRACTOR during the performance of this Contract. Notwithstanding the foregoing, PENNDOT is granted a non-exclusive, non-transferable, royalty-free license to use or practice the PATENTABLE ITEMS. PENNDOT may disclose to third parties any such PATENTABLE ITEMS made by CONTRACTOR or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. PENNDOT understands that any third party disclosure will not confer any license to such PATENTABLE ITEMS.

VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

Notwithstanding any other provision in this Contract to the contrary, provided PENNDOT has fully complied with its software security standards, if CONTRACTOR or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive

programming into PENNDOT and has failed to comply with PENNDOT software security standards and provided further that PENNDOT can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by CONTRACTOR or any of its employees, subcontractors or consultants, CONTRACTOR shall be liable for any damage to any data and/or software owned or licensed by PENNDOT in the event a computer virus or malicious mischievous or destructive programming is discovered to have originated from CONTRACTOR, its servants, agents, or employees. In addition, CONTRACTOR shall be liable for the damages incurred by PENNDOT including, but not limited to, the expenditure of COMMONWEALTH funds to eliminate or remove a computer virus or malicious mischievous or destructive programming that result from CONTRACTOR'S failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from CONTRACTOR, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, CONTRACTOR shall eliminate the virus, malicious, mischievous or destructive programming, restore PENNDOT'S software, and be liable to PENNDOT for any resulting damages. CONTRACTOR shall be responsible for reviewing COMMONWEALTH software security standards and complying with those standards.

PENNDOT may, at any time, audit, by a means deemed appropriate by PENNDOT, any computing devices being used by representatives of CONTRACTOR to provide services to PENNDOT for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to PENNDOT network until the proper installation have been made.

CONTRACTOR may use the anti-virus software used by PENNDOT to protect CONTRACTOR'S computing devices used in the course of providing services to PENNDOT. It is understood that CONTRACTOR may not install the software on any computing device not being used to provide services to PENNDOT, and that all copies of the software will be removed from all devices upon termination of this Contract.

INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain at its expense the following types of insurance issued by companies acceptable to PENNDOT and authorized to conduct such business under the laws of Pennsylvania:

- a. Worker's compensation insurance for all of CONTRACTOR's employees and those of any subcontractor, engaged in work at the site of the project in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.
- b. Public liability and property damage insurance to protect PENNDOT, CONTRACTOR, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage, which may arise out of the services

performed under this Contract, whether such performance be by CONTRACTOR, by any subcontractor, or anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than two hundred fifty thousand dollars (\$250,000.00) per person and one million dollars (\$1,000,000.00) per occurrence. Such policies shall be occurrence rather than claims-made policies, shall name PENNDOT as an additional insured and provide PENNDOT with 30 days' notice of policy cancellation for all reasons, except 15 days' notice for nonpayment of premium. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by PENNDOT, as an additional insured, against the insurance coverage in regard to work performed for PENNDOT.

COOPERATIVE PURCHASING

In accordance with Chapter 19 of the Procurement Code (62 Pa. C.S. § 1901 *et seq.*), a local public procurement unit or State-affiliated entity may utilize this Contract as a means of procuring the services described herein through the issuance of a Request for Quotes. A "local public procurement unit" is defined in the Procurement Code (62 Pa. C.S. § 1901) and includes but is not limited to governmental entities, such as political subdivisions and State-related entities.

Please note that Requests for Quotes conducted by or for a local public procurement unit or State-affiliated entity will reference this Contract (and the authority under this section to conduct a cooperative purchase) but shall result in a contract between the public procurement unit and the selected Contractor. PennDOT will not be a party to that agreement.

LIQUIDATED DAMAGES

Delay in any item or service identified in **Appendix M** as subject to liquidated damages is not delivered or performed within the contract specified time limits, will interfere with the proper implementation of the Commonwealth's programs and utilizing the item, to the loss and damage of the Commonwealth. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. The Commonwealth and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be \$200.00 per day, per occurrence, per district, and they agree that in the event of any such delay, the Contractor shall pay such amounts due the Commonwealth as liquidated damages, and not as a penalty. Delivery of any item, which is rejected by the Commonwealth, shall not toll the running of the days for purposes of determining the amount of the liquidated damages.

APPENDIX C

STANDARD CONTRACT TERMS

AND CONDITIONS (STD 274)

The link to the Standard Contract Terms and Conditions (STD 274) is indicated below:

http://www.dgsweb.state.pa.us/comod/CurrentForms/STD274_SAP.doc

APPENDIX D

**DOMESTIC WORKFORCE UTILIZATION
CERTIFICATION (07/24/09)**

APPENDIX D

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION (07/24/09)

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX F

LOBBYING CERTIFICATION FORM

Lobbying Certification Form

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) **If any** funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

APPENDIX G

DISCLOSURE OF LOBBYING ACTIVITIES

Disclosure of Lobbying Activities Management Directive 305.16

The link to the updated Disclosure of Lobbying Activities is indicated below. Continue to include Enclosure 1 to Management Directive 305.16, Lobbying Certification Form.

http://www.whitehouse.gov/omb/grants/grants_forms.html

SF-LLL, Disclosure of Lobbying Activities – as revised in 1996

APPENDIX H
CONFIRMATION OF SERVICES (OS-501)

The link to the Confirmation of Services (OS-501) is indicated below:

<ftp://ftp.dot.state.pa.us/public/PubsForms/Forms/OS-501.pdf>

APPENDIX I
PROPOSAL COVER SHEET

APPENDIX I – PROPOSAL COVER SHEET

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

RFP# 3511R05, “Sponsor-A-Freeway Service Patrol Vehicle”

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person’s Phone Number	
Contact Person’s Facsimile Number	
Contact Person’s E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror’s proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR’S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR’S PROPOSAL.

APPENDIX J

FEDERAL NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY CLAUSES

FEDERAL NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY CLAUSES

(All Federal Aid Contracts)* (1-76)

1. **Selection of Labor:** During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

2. **Employment Practices:** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
3. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** 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. **Compliance of Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title49, 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 the contract.
 - b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin 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 the Regulations.
 - c. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontract or supplier shall be notified by the contract of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
 - d. **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 State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. 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 State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - ii. Cancellation, termination or suspension of the contract, in whole or in part.

- f. Incorporation of Provisions: The contractor shall include the provisions of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that , in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interest of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever, hereinabove the word "contractor" is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

*Not to be used if otherwise included in Construction or Appalachian Contract Provisions.

APPENDIX K

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

1. POLICY

- A. The Pennsylvania Department of Transportation (PennDOT) does not discriminate on the basis of race, color, national origin or sex. It is the policy of PennDOT and the United States Department of Transportation that Disadvantaged Business Enterprises (DBEs) be given the opportunity to participate in the performance of contracts financed, in whole or in part, with federal funds.
- B. The requirements of 49 CFR 26 apply to this contract.
- C. Only DBE firms certified by the Pennsylvania Unified Certification Program (PA UCP) count toward the DBE Goal.

2. DEFINITIONS

- A. Disadvantaged Business Enterprise or DBE means a for-profit small business concern:
 - 1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 - 2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- C. Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
 - 1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
 - 2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi) Women;

vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

- D. DBE Goal means the amount of DBE participation stated by PennDOT in the Invitation for Bid. This DBE Goal is stated in terms of total project cost and is based on the project's potential for subcontracted work and the availability of DBEs to perform such subcontract work.
- E. Certified DBE means those firms certified by the Pennsylvania Unified Certification Program (PA UCP). Certifying participants in the PA UCP are Allegheny County's Department of Minority, Women, and Disadvantaged Business Enterprises; the City of Philadelphia, Philadelphia International Airport DBE Program Office; the Port Authority of Allegheny County's Office of Equal Opportunity; the Southeastern Pennsylvania Authority's (SEPTA) DBE Program Office, and PennDOT's Bureau of Equal Opportunity. Refer to the PA UCP website at www.paucp.com for a list of certified DBEs. All firms listed on the website are certified and are eligible to participate as a DBE on PennDOT's federally funded projects. A copy of the PA UCP DBE Directory is available by contacting any of the certifying participants.

For more information regarding the PA UCP or DBE Certification, please contact PennDOT's Bureau of Equal Opportunity 717-787-5891 or 1-800-468-4201.

3. FAILURE TO COMPLY WITH DBE REQUIREMENTS

- A. Failure of a prime contractor to meet the DBE Goal and failure to provide a verifiable "good faith effort" in a response to the IFB will result in rejection of the proposal. Furthermore, if PennDOT does not approve the "good faith effort", the proposal will be rejected.
- B. Failure by a prime contractor and subcontractors to carry out the DBE requirements constitutes a breach of contract and may result in termination of the contract or action as appropriate.
- C. Upon completion of the project, PennDOT will review the actual DBE expenditures to determine compliance with the DBE Goal. If the DBE Goal is not met, written explanation from the contractor will be reviewed by PennDOT. If the shortfall in meeting the DBE Goal is determined to be unjustified and unwarranted, PennDOT may impose sanction as appropriate.
- D. Failure to comply with any DBE requirements may result in termination of the contract, being barred from submitting bids for PennDOT IFBs for up to three years, or any other remedy, as PennDOT deems appropriate.

4. PROCEDURES

- A. In response to an Invitation for Bid, a prime contractor must make a "good faith effort" to subcontract a portion of the project work to a certified DBEs. This portion should be equal to or greater than the DBE Goal stated in the Invitation for Bid. Efforts to subcontract work include but are not limited to:
- 1) Efforts made to solicit through all reasonable and available means (e.g. use of the DBE Directory, attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must provide written notification, at least 15 calendar days prior to the proposal due date, to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- 2) Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE Goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - 3) Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - 4) Efforts made to negotiate in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE Goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own work force does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - 5) Failure to accept DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the DBE Goal.
 - 6) Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - 7) Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - 8) Utilizing the PA UCP DBE Directory of certified firms.
- B. The prime contractor is prohibited from requiring any DBE to agree not to provide subcontracted effort to other proposers.
- C. Once a DBE has agreed to perform work as a subcontractor, the prime must provide the business name of the DBE with address, contact person, phone number, PA UCP DBE Certification Number, a detailed narrative description of the service to be provided by the DBE, and the percent of the proposal's cost to be contractually allocated to the DBE in the bid submission. A letter of intent from the DBE stating that the DBE has agreed to enter into a subcontract if the prime contractor is successful should be included with the bid.
- D. If a DBE cannot be located or if the percent of total cost allocated to the DBE is less than the DBE Goal, the prime contractor must provide a "good faith effort." The "good faith effort" must explain and document the effort made by the prime contractor to obtain DBE participation. Documentation must be verifiable and must include:

- 1) The names, addresses, phone and fax numbers of DBEs who were contacted, the dates of initial contact and the follow-up efforts made by the prime contractor;
 - 2) A description of the information provided to the DBE to define the work to be performed;
 - 3) Documentation of the reasons why any DBE contacted would not agree to participate.
- E. If the bid submitted by the Selected Offeror contains a “good faith effort” because the submission fails to meet the established DBE Goal, PennDOT will review the “good faith effort” provided by the contractor. If the “good faith effort” is deemed to be satisfactory, the “good faith effort” will be approved. In such a case the contractor shall continue a “good faith effort” throughout the life of the contract to increase the DBE participation to meet the contract DBE Goal. If PennDOT cannot accept the “good faith effort” submitted by the contractor, the bid will be considered non-responsive and PennDOT will notify the contractor that the proposal is rejected.
- F. Any bid that does not meet the DBE Goal and does not provide a “good faith effort” which identified DBEs who were contacted, will be rejected. Use of a DBE certified by others and not by the PA UCP, use of a DBE whose certification has expired or cannot be confirmed by PennDOT’s Bureau of Equal Opportunity, or statements that the DBE Goal will be met after a contractor is awarded a contract are unacceptable and will result in rejection.
- G. The prime contractor must provide PennDOT with draft and executed versions of the subcontract with the DBE within 90 days from the date of the notice to proceed given on the prime contract. Failure to provide the executed subcontract will result in a temporary stop of work on the 91st day of the contract until an acceptable DBE subcontract is provided to PennDOT. Any time period involved in such a temporary stop of work will not extend the period of performance of the contract nor be accepted by PennDOT as a justification for project time extension.
- H. The prime contractor shall include the Disadvantaged Business Enterprise Requirements in all subcontracts. Subcontractors must conform to the intent of these requirements.
- I. If it becomes necessary to replace a DBE subcontractor during the contract, make a “good faith effort” to re-contract the same or other work with another certified DBE firm. Such an effort must include:
- 1) Alert PennDOT immediately and document the problem in writing;
 - 2) Contact available individual qualified DBEs in an effort to re-contract work to fulfill the DBE Goal stated in the Invitation for Bid; and
 - 3) Provide PennDOT with copies of all new DBE subcontracts (and additional “good faith effort” information) if the original DBE Goal is not met) by the close of business of the 7th calendar day of PennDOT’s receipt of written notice of the need to replace a DBE.
- J. Inform PennDOT, in writing, of any situation in which payments are not made to the DBE Subcontractor as required by the subcontract.
- K. Keep records necessary for compliance with DBE utilization obligations by indicating:
- 1) The number of DBE and non-DBE subcontractors and the type of work, materials or services performed in the project;
 - 2) Efforts to secure DBE firms and individual whenever a subcontractor is contemplated during a contact;
 - 3) Documentation of all communication to obtain the services of DBEs on a project;
 - 4) The amounts paid to DBEs by invoice period.

- L. Upon completion of a DBE's work, the prime contractor must submit a certification of the actual amount paid to the DBE. If the actual amount paid is less than the amount of the subcontract, an explanation is required and subject to the review and action of PennDOT.

5. COUNTING DBE PARTICIPATION

- A. If the Offeror submitting the bid and serving as prime contractor is a certified DBE, count the dollar amount of the work to be performed by the DBE toward the DBE Goal.
- B. If the materials or supplies are purchased from a DBE supplier performing as regular dealer, count 60 percent of the cost of the materials or supplies toward DBE Goal. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- C. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE Goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- D. Count toward the DBE Goal 100% of expenditures of DBE services including professional, technical consultant or managerial services. Count fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract.
- E. Any services to be performed by a DBE are required to be project related. The use of DBEs is in addition to all other equal opportunity requirements of the contract.

APPENDIX L

FREEWAY SERVICE PATROL SUMMARY

Appendix L

Statewide Service Patrol Summary

	Current Annual Cost	Total Contracts	Number of Vehicles	Hours of Operation (per month)	Number of Service Aids per year	Contract End Date	Roads	Approximate Traffic (AADT)	Approximate Miles of Roadway Traveled	MHS - Operating/Day	Hours
2-0	No Service Patrol Service Available										
2-0	No Service Patrol Service Available										
3-0	No Service Patrol Service Available										
4-0	No Service Patrol Service Available										
5-0	\$200,380	1	2+1 Spare	868	2486	10/06/2014	<ul style="list-style-type: none"> Route 22 from Rt. 102 to Route 145/Route 309 Route 22 from I-78 Junction to Route 145 Route 309 from I-78 to Route 22 Route 22 from Route 145 to Route 30 	57,000 72,000 46,000 78,000	10.0 6.0 1.6 12.8	7.0 7.0 7.0 7.0	6:00 AM to 9:00 AM - 3:00 PM to 7:00 PM 6:00 AM to 9:00 AM - 3:00 PM to 7:00 PM 6:00 AM to 9:00 AM - 3:00 PM to 7:00 PM 6:00 AM to 9:00 AM - 3:00 PM to 7:00 PM
6-0	\$8,488,940	1	7+1 Spare	1,203	18000	Contract 1: 5/31/2012 Renewal: 4/20/2014	<ul style="list-style-type: none"> I-95 (Buckel) from PA-63 - East to 367/Fryersville RD - East S1 I-95 (Dakusney) from Chawesee State Line to Burman Avenue - East 10 I-76 (Montgomery) from I-276 (PA Turnpike) to US 1 (Cry Ave. Turnround) I-476 (Delaware) from US-95 to US-30 - East 13 I-476 (Montgomery) from US-30 - East 13 to I-376 (PA Turnpike) - East 20 US 602 (Chester) from I-76 (S. Stubb Road) to US-95 US 422 (Montgomery) from US-202 to PA-29 	119,000 to 884,000 80,000 to 119,000 87,000 to 95,000 101,000 to 150,000 68,000 to 84,000 64,000 to 88,000 118,000 to 160,000	16.0 12.0 11.1 13.0 7.2 11.1 8.6	8.0 8.0 15.0 8.0 8.0 8.0 15.0	5:30 AM to 9:30 AM - 3:00 PM to 7:30 PM 5:30 AM to 9:30 AM - 1:30 PM to 7:30 PM 6:00 AM to 12:30 PM/12:30 PM to 8:00 PM 5:30 AM to 9:30 AM - 3:30 PM to 7:30 PM 5:30 AM to 9:30 AM - 3:30 PM to 7:30 PM 5:30 AM to 9:30 AM - 3:30 PM to 7:30 PM 5:30 AM to 9:30 AM - 3:30 PM to 7:30 PM
6-0	\$2,305,398	1	3+1 Spare	1,305		Contract 2: 4/17/2013 Renewal: 5/18/2015	<ul style="list-style-type: none"> I-95 (Philadelphia Rt) from Grand/Alight - East 23 to PA-69 - East 36 I-476 from US-1 to I-95 I-95 (Philadelphia Rt) from Burman Avenue - East 10 to Grand/Alight - East 23 I-76 (Philadelphia) from US-1 (Cry Ave. Turnround) to Fryersville Ave. - East 3678 I-676 from I-76 to I-95 I-676 from I-76 to 5th Street 	66,000 83,000 to 100,000 107,000 to 146,000 117,000 82,000 to 123,000	3.6 1.5 7.9 2.2 3.3	(included above) 15.0 15.0 (included above) (included above)	6:00 AM to 9:00 AM - 2:30 PM to 7:00 PM 6:00 AM to 9:00 AM - 2:30 PM to 7:00 PM 6:00 AM to 9:00 AM - 2:30 PM to 7:00 PM 6:00 AM to 9:00 AM - 2:30 PM to 7:00 PM
8-0	\$385,844	1	2+1 Spare	697	4342 (5-years eq)	6/20/2013	<ul style="list-style-type: none"> Interstate 81 - from PA 581 interchange in Cumberland Co. to Interstate 81 interchange in Davidson Co. Interstate 81 - from PA 581 interchange in Cumberland Co. to Interstate 81 interchange in Guilford Co. PA 581 - from Interstate 81 interchange in Cumberland Co. to Interstate 81 interchange in Cumberland Co. 	90,500 110,000 64,000	10.3 18.9 7.4	7.5 7.5 7.5	6:00 AM to 9:00 AM - 2:30 PM to 7:00 PM 6:00 AM to 9:00 AM - 2:30 PM to 7:00 PM 6:00 AM to 9:00 AM - 2:30 PM to 7:00 PM
9-0	No Service Patrol Service Available										
10-0	No Service Patrol Service Available										
11-0	\$404,000	1	4+2 Spare**	764	3177	Contract: 10/31/2014 Renewal: 10/31/2016	<ul style="list-style-type: none"> I-376 (Parkway West) from Business Loop 376 to the Ft Pitt Tunnel (MM 53 - 69) I-279 from I-78 to I-376 (This is patrolled with Ft Pitt Tunnel Maintenance, not contracted out yet) Parkway East - I-376 from 1,279 to 1-76, the Pennsylvania Turnpike Interstate 79 - from Burke/Allegheny Line (MM 36) to Allegheny/Washington County Line (MM 50) - Primary I-79 ends between 1,279 (MM 22) to Bridgeville Interchange (MM 54) *NOTE - This figure only includes the contracted value, not the Turnpike Patrol on the Parkway East, which averages around \$80,000 annually. **NOTE - We have 6 contracted trucks and 2 Tunnel Operators. The contracted trucks were to allow for expansion from our current contract as well as one spare truck. 	124,000 115,000 98,500	1.0 14.6 28.1	6.0 6.0 6.0	6:00 AM to 9:00 AM - 3:00 PM to 6:00 PM 6:00 AM to 9:00 AM - 3:00 PM to 6:00 PM 6:00 AM to 9:00 AM - 3:00 PM to 6:00 PM
12-0	No Service Patrol Service Available										
13-0	\$90,000.00		Direct Owned Vehicles	4	518		<ul style="list-style-type: none"> I-376 Fort Pitt Tunnel I-376 State Rt Tunnel I-579 Liberty Tunnel 	124,000 115,000 43,000	1.0 1.0 1.0	6.0 6.0 6.0	6:00 AM to 9:00 AM - 3:00 PM to 6:00 PM 6:00 AM to 9:00 AM - 3:00 PM to 6:00 PM 6:00 AM to 9:00 AM - 3:00 PM to 6:00 PM

APPENDIX M

FREEWAY SERVICE PATROL SERVICES

FREEWAY SERVICE PATROL SERVICES

1. SERVICES TO BE PROVIDED

The Freeway Service Patrol (FSP) will assist motorists whose vehicles have suffered mechanical failure or have been involved in a minor accident. The FSP will be responsible for clearing the highway of automobiles, motorcycles, small trucks and small, non-hazardous debris. These incidents are those that are encountered in the normal course of patrolling the roadways or those called out by the Commonwealth of Pennsylvania, Department of Transportation's (Department) Traffic Management Center (TMC). FSP will remove the vehicles from the highway to a drop-off location or to the side of the roadway if reaching the drop-off location is not possible.

All Freeway Patrol Services will be provided **FREE OF CHARGE** to the motorist. The Department will contact with the Contractor to provide the specified services. If the FSP encounter a major incident, their primary duty is to immediately inform the TMC, Pennsylvania State Police (PSP), or local police department and to protect the incident scene by the use of their vehicle combined with the use of the 28 inch cones, "Keep Right" or "Keep Left" signs, and highway flares. A major incident contains any of the following items:

- A fatality
- A Reportable Accident as defined in the vehicle code
- A load that is hazardous as identified by the placard or cannot be identified as being non-hazardous.
- A disabled vehicle with a GVW that cannot be pushed or towed by the FSP. In this instance, the Pennsylvania State Police or local police department will make arrangements to secure a towing service to remove this type of vehicle.
- Debris or large spilled loads that is impossible for the FSP to remove.

If a closure is more than twenty (20) minutes in duration, the Department in consultation with the PSP or local police department, will determine if a long term lane or roadway closure will be required. If the determination that the long term closure is required, the appropriate county maintenance office will be notified to respond with the appropriate equipment. A long term lane or roadway closure is considered to be any closure that will result in a two (2) hour closure.

A. Mechanically disabled vehicles, problem apparent

If the problem with a disabled vehicle is easily diagnosed and can be remedied quickly, the FSP should perform the needed service. To get the vehicle started, for example, the FSP may change flat tires, provide fuel, provide battery "jump" starts, temporarily tape or

repair cooling system hoses and refill radiators. FSP should spend no more than a maximum of ten (10) minutes in attempting to repair a disabled vehicle.

B. Mechanically disabled vehicles, problem apparent or repair time exceeds ten (10) minutes.

If a vehicle cannot be repaired within the ten (10) minute time limit or the FSP cannot immediately ascertain the source of the problem, it shall be towed or pushed to a designated drop-off location identified by the Department. The motorist can request the FSP to call the PSP or local police department to request a police department rotation tow and/or call a specified towing firm (personal request), and/or call a relative to assist them.

C. Accident Vehicles

Under no circumstances should a FSP attempt to repair an accident vehicle in order to make it mobile. For example, FSP shall not use pry bars or winch cables to pull fenders away from tires, change tires damaged as a result of an accident, or remove/repair any parts of the vehicle. All accident vehicles of non-reportable accidents shall be removed as promptly as possible to the nearest designated drop-off location.

D. Assistance to Law Enforcement Officers

There may be instances where FSP may be requested to lend assistance to law enforcement officers. Service patrol vehicles operators shall follow the instructions of the officer at the scene of any incident. The instructions of the officer on the scene shall override and supersede any conflicting obligations or duties of the Contractor or his/her FSP set forth herein. The service patrol vehicle will be exclusively dedicated to the Freeway Service Patrol during its contracted hours of operation. It may not be removed from the patrol for any reason other than the towing of a vehicle to a drop-off area, or replenishment of expendable items such as fuel or fire extinguishers. Temporary removal of the service patrol vehicle from the Freeway for these reasons shall not exceed twenty (20) minutes. The TMC must be contacted at the time of the service patrol vehicle's removal and also upon its return to the active patrol status.

E. General Requirements

A violation of any section of these General Requirements will result in a written warning for the first offense and may result in entry into the Contractor Responsibility Program (CRP) system and/or termination of the Contract for any subsequent offence(s).

1. FSP will only communicate with and take orders and directions from the Department (including Traffic Management Center), the PSP, the local police department or the local government official recognized as being in charge of the incident. While on duty or traveling to and from the patrol site, communications with any other towing agency is prohibited.

2. The FSPs are prohibited from doing any other type of towing at any time including when coming upon a disabled vehicle while traveling to and from the patrol sites.

At the end of each service call or upon finding any disabled vehicles, the Freeway Service Patrol (FSP) Operator will notify the TMC of location, model, color, and plate number of the disabled vehicle. The FSP Operator will also notify the TMC at the end of each service call. The FSP Operator will complete and submit to the Department District Office by mail or in person on a weekly basis, an accident Incident Information Form for each occurrence. Forms must be completed in entirety by the FSP Operator. The Department will provide the selected Offeror with a listing of District contact personnel and locations.

The Contractor is responsible for preparing this form and submitting it to the PennDOT Project Manager for Department approval prior to beginning this service. The Contractor is also responsible for obtaining and keeping an adequate supply of these forms through the life of this contract.

3. At the end of each service call, the motorist will be asked to fill out and send to the respective District Office a self-addressed stamped "Motorist Survey" post card evaluating the service received.
 - If the FSP Operator receives more than one (1) unfavorable review in the last six (6) shifts worked, the operations of the FSP will be reviewed by the Department. If the FSP Operator has two (2) such negative reviews during this timeframe, the Department will issue an official warning. A Three (3) or more negative reviews during this timeframe will require the Contractor to provide the Department with a corrective action plan and may result in termination of the FSP Operator.

The Contractor is responsible for preparing this "Motorist Survey" post card and submitting it to the PennDOT Project Manager for Department approval prior to beginning this service. The Contractor is also responsible for obtaining and keeping an adequate supply of these postcards through the life of this contract.

4. No compensation of any type (tips, etc.) can be accepted by the FSP Operator from the motorist.
5. The "call out" of larger FSP vehicles to handle vehicles larger than the existing FSP vehicles capacity will only be made by the Department, the PSP or the local police department. The FSP Operators are prohibited from making such call outs or contacting any such tow companies.
6. The FSP Operator, when necessary, will place the appropriate temporary traffic control devices from the FSP vehicle to protect the incident site.

7. The FSP Operator will, unless so directed differently by a law enforcement officer, follow normal traffic laws.
8. The FSP Operator will continuously patrol within /his/her assigned beat.

F. Unattended Vehicle

If the FSP Operator encounters any unattended vehicle that is interfering with the normal movement of traffic (such as blocking a lane or partial lane of traffic) or constitutes a safety hazard, the FSP Operator will immediately contact the TMC and wait to receive approval from the PSP or local police department to remove the unattended vehicle to a drop-off area or another place of safety.

Unattended vehicles not interfering with traffic and not posing a safety hazard will also be reported to the TMC by the FSP Operator. No further action will be necessary by the FSP Operator unless so directed to do so by the TMC, PSP or local police department.

G. Two-way Communications and Cellular Phone Service

FSP will maintain two-way communications with TMC, PSP and local police departments through the use of the 800 MHz Radio System and a cellular phone. Both of these items will be provided by the Contractor (See **Appendix N, Section 2, General Truck Specifications, Item F - Equipment**). The cellular phone will include a phone unit, maintenance and all service charges for all active FSP vehicles. Cellular phones are not required for the backup vehicles until the Contractor is directed by the Department to provide these services. It is anticipated that the majority of the communication effort will be via the 800 MHz radio system. This communication effort is a critical element of this service patrol contract and is referred to throughout this document. The 800 MHz radio system will be used by PennDOT for automated vehicle location tracking purposes. A FCC license is required to transmit under this 800 MHz radio system. A brief summary of these communication elements is as follows:

- Section 1 – (Introduction Paragraph) – FSP informs TMC, PSP, or local police department of a major Incident.
- Section 1.B – FSP to call for assistance at the request of the motorist
- Section 1.E.1 – FSP to communicate with and take orders only from the Department, the PSP, or a local government official in charge of an incident.
- Section 1.F – Notifying TMC, PSP, or local police department of an unattended vehicle
- Section 2.B – Dispatching of FSP to an incident
- Section 2.D – FSP requests the need of additional tow trucks.

- Section 3 – Motorist requests the service of a tow truck or other assistance.
- Section 4 – Motorist requests the service of another tow truck.
- Section 15 – Informing TMC, PSP or local police department of an accident involving a FSP.

When the need arises to use the cellular phone to summon assistance for the motorist, each disabled motorist will be limited to two (2) local (as defined by the cellular phone service area) three minute calls. The following do not qualify as a call:

1. a busy signal
2. voice mail
3. answering machine
4. does not answer

Use of the cellular phone for any other purpose than communicating with the PSP or local police department, the Department (including Traffic Management Center), or summoning assistance for the motorist is strictly prohibited. The FSP will not engage in any lengthy or personal conversations with any party, including, but not limited to; the PSP, local police department, TMC, or other FSP personnel. Violation of this requirement is grounds for immediate dismissal of the FSP Operator by the Contractor.

The Contractor, at the request of the Department, will submit to the Department copies of the monthly cellular phone service bills showing the telephone numbers of all calls made and all calls received, duration of calls, and date of each call. All costs associated with the cellular phone services will be incidental to the monthly services cost.

2. SERVICE PATROL AREA OR BEATS

- A.** The FSPs will patrol the roadways in such a manor so that the FSP is continuously patrolling the beat unless directed otherwise by the Department (including the TMC).
- B.** The detection of damaged or disabled vehicles will be primarily via the PA State Police, TMC or by the FSP. However, either the PA State police or the TMC will also dispatch the FSP via the two-way PennDOT radio or cellular phone to an incident location.
- C.** FSPs will be provided to cover the areas and hours as per noted in **Appendix L**. The FSPs will remain in their assigned area and will only assist in another area at the direction of the Department, PSP or the local police department. The Department may adjust or revise these areas during the life of the contract.

- D. If the FSP requires the service of additional tow trucks, they will immediately inform the Department, the PSP, or the local police department. Only the Department, PSP or the local police department will be permitted to secure the services of additional tow trucks which may involve calling in the FSP from the adjacent area or may involve calling in a private tow truck.

3. **DROP-OFF LOCATIONS**

The Department shall designate locations within each area, which shall be known as “drop-off locations” (refer to **Appendix O**). The FSP shall tow or push the vehicle, and transport the vehicle occupants to the next drop-off location in the direction of travel. The motorist can request to call a specified towing firm (“personal request”), or to call a relative/friend to assist them. If it is impossible to transport the vehicle occupants to a safe area where they can wait for assistance, the FSP then shall immediately call the TMC, PSP, or local police department to inform them of this and the FSP will wait with the disabled vehicle and its occupants until the PSP or local police department arrive. The Contractor’s employees/drivers will not be allowed to accept gratuities, perform secondary towing service from the designated drop site, recommend secondary tows, or recommend repair/body shops. Violation of this requirement shall be grounds for immediate cancellation of the contract.

4. **INITIAL and SECONDARY TOWS**

The FSP will perform the initial tow of the disabled vehicle. This tow will transport the vehicle to the closest drop-off location in the direction of travel. If the vehicle cannot be moved to the drop-off location, the FSP will move the vehicle to the side of the roadway as far from the traveling lanes as is safe and practical.

Secondary tows are tows that occur from the drop off location to another location or from the roadway if the FSP is unable to transport the vehicle to the drop off location for any reason. When a motorist requests the service of a private tow truck for a secondary tow, he/she may elect to call a tow company of their choice that is able to provide the required tow services in a timely manner. The FSPs are prohibited from giving out the names of any private tow companies, or making arrangements to meet any private tow company, or to make any type of contracts with any private tow company to provide secondary services.

If the motorist does not request a specified towing service, repair facility, other business, or individual to assist him/her at the drop-off location, the PSP or local police department shall refer to the towing service allocation system that is utilized on the Freeway. If the motorist has been given the name of any tow company, this information will only be supplied by the PSP, local police department, or the Department. The Contractor is prohibited from conducting any type of secondary tows during contracted hours of service. However, if the Police refer a motorist to the Contractor using the towing

service allocation system, this is not in violation of the FSP contract. The Motorist Post Card must indicate the type of secondary tow used, how the motorist obtained this secondary tow information, and where the motorist plans on taking his/her vehicle for repairs and why.

The FSP are also prohibited from giving out the names or recommending any repair/body shop establishments.

Violations of any portion of Section 4 “Initial and Secondary Tows” will require the Contractor to provide the Department with a corrective action plan and may include termination of the offending FSP Operator.

5. HOURS OF OPERATIONS

The Department shall be responsible for establishing the hours of service of the contracted Freeway Service Patrol. The hours of service for the service patrols shall be designated by the department based upon the relevant local factors affecting traffic congestion such as commuting hours, special events, and construction crews (if applicable). The initial hours of service will be:

District 5:

AM Shift	–	(6:00 AM to 9:00 AM)	Monday through Friday
PM Shift	–	(3:00 PM to 7:00 PM) (As needed)	Monday through Friday Weekends

District 6: I-76:

AM Shift	–	(5:00 AM to 12:30 PM)	Monday through Friday
PM Shift	–	(12:30 PM to 8:00 PM) (As needed)	Monday through Friday Weekends

District 6: All other routes:

AM Shift	–	(5:30 AM to 9:30 AM)	Monday through Friday
PM Shift	–	(3:30 PM to 7:30 PM) (As needed)	Monday through Friday Weekends

District 8:

AM Shift	–	(6:00 AM to 9:00 AM)	Monday through Friday
PM Shift	–	(2:30 PM to 7:00 PM) (As needed)	Monday through Friday Weekends

District 11:

AM Shift	–	(6:00 AM to 9:00 AM)	Monday through Friday
PM Shift	–	(3:00 PM to 6:00 PM) (As needed)	Monday through Friday Weekends

FSPs shifts (AM and/or PM) may be temporarily changed or extended up to eight (8) hours to provide FSP services during special events. FSPs may also be called out on the weekends with a 24-hour advance notice. These changes in the normal work shift can only be made and authorized by a representative of the Department.

The FSPs will not normally operate on the following holidays:

**NEW YEARS DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY**

FSPs should anticipate patrolling the respective areas during all types of inclement weather unless instructed not to do so by the Department.

Disabled vehicles discovered with the operator present, at the end of a shift period or discovered by the FSP Operator while returning to the Parking Area, will be handled in a normal response manner even if this means staying out beyond the normal end of the shift period. The FSP Operator must not drive past a disabled vehicle when the operator is present.

Disabled vehicles discovered without the operator present, at the end of a shift period or discovered by the FSP Operator while returning to the Parking Area, will be immediately reported to the TMC, PSP, or local police department. If the TMC, PSP, or local police department determines that this disabled vehicle poses no safety hazard, then no further action by the FSP is necessary. If it is determined that the vehicle poses a safety hazard, the FSP will relocate the disabled vehicle to a safer location.

6. VEHICLE AND ACCESSORY SPECIFICATIONS

A. The Service Patrol Vehicle

The service patrol vehicle will be in good working condition and will conform to all the vehicle and equipment specifications contained in **Appendix N**. Prior to commencement of service, the Department will inspect each vehicle designated for the service patrol, including back-up vehicles, to ensure that it meets or exceeds safety and contract requirements. The Contractor will be required to have the back-up vehicles available for service at all times. Subsequent inspections will occur periodically as mandated by the Department. Any unsafe or poorly maintained vehicle(s) will be removed from service, or repaired as directed. The back-up vehicles will be used to complete the shifts of the vehicles removed from service.

All FSP vehicles must have a current Pennsylvania Vehicle Registration Card and must meet Pennsylvania Vehicle Insurance requirements.

B. FSP Equipment

Each FSP vehicle will be equipped at the Contractor's expense (unless otherwise noted) in accordance with specifications listed in **Appendix N**.

C. Pre-Operation Inspection

The FSP Operator will be required to complete a pre-operation inspection of the vehicle, as well as inventory all required FSP equipment identified in **Appendix N**, prior to the start of each shift. An inspection/inventory sheet will be completed prior to the start of each shift. The preparation and printing of the inspection/inventory sheet is the responsibility of the Contractor. These will be kept on file by the Contractor and will be made available to the Department upon demand. Any required FSP equipment missing must be replaced before the start of each shift. The Department reserves the right to be present at any and all pre-operation inspections and to prohibit the commencement of any FSP services if the equipment in the FSP is not in conformance with **Appendix N**.

- If this occurs and cannot be corrected before the patrol is scheduled to begin, then the Contractor will be assessed liquidated damages per occurrence, per day or portion thereof, as stated in **Appendix B**, until the equipment is suitable for service.

D. Vehicle Identification

Each FSP vehicle will contain the following identification on each side:

- A Vehicle identification Number
- The PennDOT Symbol in PennDOT's style guide
- The name "Freeway Patrol"
- Sponsorship identification
- The text '511PA.com'

The Department will provide the Contractor with an exact logo for the PennDOT Symbol and 511PA.com text. It is the Contractor's responsibility to insure the proper preparation and application of the logo onto the side of the FSP vehicle. The Contractor will be required to keep the vehicle clean and in good appearance.

The Contractor is required to provide a prototype of the Sponsorship identification prior to placement of the Sponsorship on the FSP vehicles. Type, size, location and quantity of Sponsorship identification on FSP vehicles will require the approval of the Department.

E. Fuel

The Contractor will supply, at his/her cost, all items required for the operation of the FSP vehicle included but not limited to Fuel, Oil, Antifreeze, Lubricants, etc.

The Contractor will also supply to any motorists who have run out of fuel a maximum of two (2) gallons of gasoline or diesel fuel at no cost to either the motorist or the Department.

F. Back-up Vehicles

The Contractor will be required to have the following number of “back-up” vehicles available per District:

- District 5-0 = 1 vehicle
- District 8-0 = 1 vehicle
- District 6-0 = 2 vehicles
- District 11-0 = 2 vehicles

The “back-up” vehicle(s) should be rotated with the other regular FSP vehicles assigned to the District. The “back-up” vehicles should be painted the same required color with the same required identification markings and title, and shall meet all vehicle equipment specifications and contain all the FSP vehicle equipment called for in this RFP. The “back-up” vehicles must be available to be placed into service within 45 minutes of the time a permanently dedicated vehicle is taken out of service for any reason.

- If the vehicles are unavailable within that time period, the Contractor will be assessed liquidated damages per occurrence, per day or portion thereof, as stated in **Appendix B**, until the FSP vehicle(s) is put into service.

G. Vehicle Maintenance and Storage

All vehicles when not on patrol will be stored in designated parking areas as designated by the Department. Vehicle receptacles are provided by the Department for winter operation. The Contractor must supply the necessary extension cords to reach these receptacles.

The Department will inspect all vehicles, including “back-up” vehicles, prior to the service start date. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the Department Offices and the Contractor’s base office. The Contractor will perform vehicle maintenance during non-patrol hours. Maintenance records will be kept by the Contractor and will be made available to the Department upon request. The Contractor may remove the vehicles from the Freeway or from their storage area during non- patrol hours for maintenance, repairs and replenishment of supplies.

7. EMPLOYEES/DRIVERS

A. General

All FSP Operators will be required to have a safe driving record, and medical certification. The Department defines a safe driving record as not having any

violations or sanctions in the past three (3) years. All FSP Operators shall be 18 years of age or older. Potential FSP Operators will be subject to driving record and criminal background checks by the Department. Potential FSP Operators shall be sufficiently experienced in the tasks of tow truck operations to provide safe and proper service and must be capable of demonstrating their operating abilities prior to beginning their first day of work. Additionally, the FSP Operators will be expected to exercise reasonable judgment in carrying out their duties. In addition, all FSP Operators will attend a Wreckmaster or similar hands on training at the expense of the Contractor.

Section 4949 of the PA Vehicle Code applies to weight restrictions of tow trucks. It states:

The weight restrictions set forth in this subchapter do not apply to a combination consisting of any tow truck towing a disabled motor vehicle to a place of repairs or other place of safety as long as the overweight combination travels directly to the first available such location and the movement is performed at the direction of authorized emergency personnel or a qualified Commonwealth employee.

B. License Required

All FSP Operators must have a current Pennsylvania Class C Drivers license.

C. Special Training and Knowledge

All FSP Operators, including back-up drivers, will be required to complete a Special Freeway Service Patrol training program put together and taught by the Contractor and approved by the Department. The course shall include education on the details of the Freeway Service Patrol program, minor vehicle repair, customer service, roadside safety and the Incident Management Concept.

No driver will be allowed to begin patrolling without attending this mandatory training class. At the end of each twelve (12) month period from the notice to proceed with the Freeway Service Patrol, the Contractor will prepare and conduct, at its own cost, an eight (8) hour refresher training course (during non-patrolling hours) for all FSP Operators.

- If the Contractor uses a driver who has not completed the mandatory training class and the refresher course, the Contractor may, following an investigation of the circumstances, be assessed liquidated damages per occurrence, per day or portion thereof, as stated in **Appendix B**, until the Contractor has shown proof of that the FSP Operator has completed the required courses.

All vehicles must come equipped with the FHA Report No. FHWA-HOP-10-014, Field Operators Guide for Safety/Service Patrols as noted in **Appendix N**. All FSP Operators are required to become thoroughly familiar with this manual prior to beginning patrolling.

This training program and refresher course must include training in the following areas:

- PennDOT Publication 213 – Temporary Traffic Control Guidelines
- Tow Truck Operator Manual
- Proper Tow Truck Maintenance
- All Towing Safety Procedures
- Driver Vehicle Daily Inspection Report must be in truck with driver
- Tow Truck Preventative Maintenance Procedures
- Proper Tow Truck and Equipment Pre-Operation Inspection Procedure
- Lubrication Procedures
- Control /Gauges
- Proper Start-up
- Use of Transmission
- Backing Procedures
- Over the Road Techniques
- Proper Shutdown
- Proper Setting of Brakes
- Cleaning of Equipment
- Dual Operation
- Post Inspection of Tow Truck and Equipment
- Proper Connection of Towed Vehicle
- Equipment Being Towed
- Securing Towed Vehicle
- Emergency Warning Lights
- Towing of Vehicle
- Parking of Towed Vehicle
- Disconnect of Towed Vehicle
- Securing Towing Device
- American Red Cross (or equivalent) First Aid and CPR Training
- Wreckmaster (or equivalent) Training
- Knowledge of geographic area of region in general and of the names of Interchange and local roads and directions to major landmarks and attractions
- Proper use of PennDOT Radio System
- Proper Radio Communications
- Emergency and Official Phone Numbers

D. Uniform and Other FSP Operator Equipment

It shall be the responsibility of the Contractor to provide all the FSP Operators with at least two (2) uniforms that will be kept clean and will be immediately replaced if they become torn or stained. The uniform will consist of a two (2) piece uniform (slacks and pin stripe shirt) to be approved by the Department. The

uniform will only be worn while patrolling the assigned areas or while traveling to and from the assigned areas.

The Contractor will also supply the FSP Operators with protective shoes or boots, jackets, reflectorized vests, reflectorized rain gear, hard hats and Freeway Patrol Ball caps with emblem approved by the Department.

The Contractor will also supply each FSP Operator with a photo identification card which contains only their name, current photo, PennDOT Keystone shield, and Freeway Service Patrol wording. There must be no reference to any private tow company. This card will be prominently displayed on their uniform and must be worn at all times while on duty.

E. Driving and/or Working Under the Influence of Drugs or Alcohol

The Contractor shall be responsible for monitoring and ensuring all Contractor personnel are competent and not physically or mentally impaired in performance of these services. Any use of alcohol or illegal drugs is grounds for immediate dismissal of the FSP Operator by the Contractor. The Contractor will be responsible for finding a replacement FSP Operator by the beginning of the dismissed operator's next FSP shift.

F. FSPV Operator Behavior

It is anticipated and expected that all FSP Operators will be considered as representatives of the Department and their appearance and behavior in front of the general public be impeccable. Violations of proper behavior and etiquette to both the public and representatives of the Department will not be tolerated. Such violations include, but are not limited to:

- Poor grooming or poor personal hygiene.
- Dirty, torn or worn uniforms.
- Sleeping during normal working hours.
- Unsafe acts or violations of traffic laws.
- Leaving motorist in unsafe areas, such as in a median divisor or alone on a narrow shoulder without another tow truck or police vehicle present.
- Foul language or inappropriate hand gestures.
- Yelling or being rude to motorists or Department Representatives.
- Falsifying information orally or in written form.
- Damaging a motorist's vehicle due to a careless act.
- Insubordination
- Demeaning the Department or the Service Patrol Program.
- Arriving to the patrol area late or leaving the patrol area early.
- Disrespect to public or police officer.
- Towing vehicle without permission.
- Substantial claim of missing property from vehicle after an investigation.
- Refusing to service or tow a vehicle.

- Criminal Violation by driver while on duty.

Although each case will be weighed on its own merits, violation of any of the above items by any FSP operator will be dealt with as follows:

- If the FSP operator receives more than one (1) unfavorable review in the last six (6) shifts worked, the operations of the FSP Operator will be reviewed by the Department. If the FSP Operator has two (2) such negative reviews during this timeframe, the Department will issue an official warning. Three (3) or more negative reviews may result in termination of the FSP Operator.

The Department reserves the right to characterize any unsatisfactory action as a violation and subject to the above actions. Each case will be weighed on its own merits, with violations of ANY of the more severe items listed above by the FSP Operator, may result in his/her immediate termination by the Contractor. Multiple and continual violations by more than one FSP Operator may result in increasingly severe penalties up to, and including, contract termination.

The Contractor will be asked to respond to ANY violation, as determined by the Department, regarding FSP Operators behavior in the form of a formal report within 24-hours of notice from the Department. The report must detail the issue, along with any findings, and the proposed resolution. The Department may also investigate the matter in detail. The Department must provide a formal approval of the recommended resolution before the FSP Operator will be permitted to return to work. The use of progressive discipline (example: written reprimand, one (1) week suspension, one (1) month suspension, termination) is encouraged by the Department for minor violations.

8. RECORD KEEPING/REPORTING/AUDITS

The FSP Operators are required to complete a daily log which documents beginning and ending shift times, vehicle assisted, type of assistance rendered, and any time he/she left the assigned beat. These records shall be made available upon request of the Department. The Contractor shall permit the authorized representatives of the Department, and any other government agency, to inspect and audit all records of the Contractor relating to its performance under this contract from the date of the contract through and until expiration of three years after completion of the contract.

9. DAMAGE COMPLAINTS

The Contractor shall reply to the motorist by telephone within 24- hours of receiving the damage complaint notification. If necessary, the Contractor shall send either its

authorized representative or its insurance company representative to inspect the vehicle and complete an incident report within 48-hours after receiving the damage complaint.

The Contractor shall notify the Department within 48-hours of receiving a complaint from a motorist whose vehicle was damaged by a FSP Operator while lending assistance. The Contractor shall notify the Department regarding the nature of the damage complaint and its disposition.

If the investigation shows that damage to the vehicle could have been caused by the Contractor, the Contractor shall negotiate in good faith to try and resolve the issue and shall report to the Department the result of the negotiations. The goal of the Contractor is to resolve all complaints within 2-3 weeks after being received.

10. ACCIDENTS INVOLVING SERVICE PATROL VEHICLE

If any FSP becomes involved in any type of accident, the following procedures will be followed:

- A.** The FSP operator, if he/she is able, will immediately inform the TMC, PSP or local police department of the exact nature of the accident and request necessary assistance (ambulance, tow truck) from the TMC, PSP or local police department including the presence of a State Police Trooper or local police officer to investigate the accident and prepare an accident report (required by law for reportable accident).
- B.** If the accident is non-reportable (for example; vehicles can be moved, no injuries, and no fatalities), all vehicles should be removed from the Freeway as soon as possible. If not, the accident scene should be protected by signs, cones, and flares as necessary.
- C.** The FSP operator will follow normal driver procedures and adhere to current Commonwealth laws and regulations regarding post-accident procedures, including but not limited to; the exchange of drivers information (for example; names, addresses, phone number, insurance information, etc.) and never fleeing the scene of the accident.
- D.** The FSP operator may only resume the patrol of his/her area when requirement 1, 2 and 3 above have been satisfied and
 - i. The PSP or local police officer have prepared a written accident report or have instructed the FSP operator that they are unable to do so (applies to non-reportable accidents only).
 - ii. The FSP vehicle is in a condition to resume patrolling.

- iii. The FSP operator is physically able to resume patrolling.
 - iv. Department approval has been given to resume patrolling.
- E.** If either the FSP vehicle and/or the FSP operator are unable to resume their patrol area, the Contractor must have the “Back-Up” and a fully qualified FSP operator ready to cover the patrol area on the next regularly scheduled shift.
- F.** Repairs to damaged FSP vehicles must be made as quickly as possible. The Department and Contractor will meet and review the damaged FSP vehicle in order to determine a reasonable length of time to complete all repairs.
- G.** Every accident involving a FSP vehicle will be reviewed by a committee consisting of a representative of the Contractor and the Department. The main purpose of this review effort will be to insure that the FSP vehicles are operated in the safest manner possible. If it is determined by the committee that the accident in question could have been avoided by the FSP operator, then the FSP operator may be subject to the following disciplinary actions:
- First Avoidable Accident - Written Warning to FSP Firm
 - Second Avoidable Accident - Termination

All cases will be reviewed on their own merit including the severity of each accident.

APPENDIX N

FREEWAY SERVICE PATROL VEHICLE SPECIFICATIONS

Freeway Service Patrol Vehicle Specifications

1. **GENERAL REQUIREMENTS:**

The following shall indicate the **MINIMUM** requirements including all genuine parts, accessories, equipment and safety features considered standard, whether mentioned herein or not.

The Department means the Department of Transportation, Commonwealth of Pennsylvania.

A. **Standards, Codes, Rules, Regulations:**

Each unit shall conform to the Pennsylvania Motor Vehicle Code. Each unit shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and Pennsylvania Exhaust Emission and Noise Standards and Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) requirements, with appropriate decals stating compliance. The equipment shall be manufactured as per good engineering practice. Standard manufacturing practices and tolerances shall be in accordance with the latest codes, standards and practices of the following professional organizations:

RE: **American Institute of Steel Construction (AISI)**
 American National Standards Institute (ANSI)
 American Society of Mechanical Engineers (ASME)
 American Society of Testing and Materials (ASTM)
 American Trucking Association (ATA)
 American Welding Society (AWS)
 Battery Council International (BCI)
 British Standards Institute (BSI): Limits and Fits
 International Standards Organization (ISO)
 Industrial Fastener Institute (IFI)
 National Truck Equipment Association (NTEA)
 Society of Automotive Engineers (SAE)
 Steel Structure Painting Council (SSPC)
 Truck Body and Equipment Association, Inc. (TBEA)

Maximum Gross Vehicle Weight Ratings (GVWR) will be subject to the appropriate Districts review. The GVWR shall be identified in the cab or on the door as the final complete certification label (Minimum rating).

The Gross Combined Weight Rating (GCWR) shall be furnished and identified by decal in the cab or on the door to indicate approved weight which can be towed.

Each unit shall bear the latest applicable Pennsylvania Official Inspection Sticker as required for permanent license plates by Pennsylvania State Inspection Laws. It is recommended that bidders forward a copy of the entire specification to all component manufacturers to communicate the Department's Requirement. All Original Equipment Manufacturers (OEMs) that participate have full responsibility in fulfilling their contract obligations to the main vendor.

B. Scope of Supply:

All materials, parts and components shall not be more than three years old from the contract award date. All design, workmanship, techniques and materials shall in every respect be in accordance with the most current accepted practice in the industry. The proposed base model shall be identical with the standard or improve model in current production and in use by the industry for the past twelve (12) months.

All equipment and parts furnished shall be of the Manufacturer's latest design, shall be on his latest listed and published stock models and shall satisfy this specification. Same model components shall be utilized on all units of this contract.

Unless otherwise specified, each unit shall include all specified accessories, parts, equipment, and options which are listed in the Manufacturer's specifications as standard or optional equipment for the indicated model, and which shall be factory installed and immediately operative. All equipment components specified which are not available through the equipment manufacturer shall conform to the best quality standard known to that particular industry, both product and installation, and also shall be immediately operative. Units delivered in a condition considered to be below retail customer acceptance level will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the cab and body for completeness and quality of workmanship, lubrication and fluid levels with leaks corrected, mechanical operation of the unit and all systems and electrical component operation. The above items are pre-delivery service items. Each unit shall be free of dealer signs and/or emblems. Each unit shall be cleaned, lubricated, serviced, assembled, adjusted and ready for "immediate operation". Each unit shall include completely filled tanks for all fluids including fuel and hydraulic fluid. Safety features and items available for the proposed units shall be furnished and installed whether mentioned herein or not to reasonably protect the user, Commonwealth, and Contractor from needless liability exposure.

C. Performance:

This unit shall be engineered and designed to lend itself to practical and efficient servicing. This specification, including all specified components, and their

installation shall be reviewed and approved by the successful "Manufacturer's Engineering Department".

The power package required must be compatible with respect to the engine, transmission, axles, hydraulic system, and power steering in order to meet the requirements specified herein.

Each unit shall be protected from -25 to -40 degrees F with a 50-50 mix of permanent type ethylene glycol anti-freeze, no deviation. Low silicate type anti-freeze for diesel engines only.

The ratio of the rear axle and transmission shall be geared to maintain a road speed of approximately 60 mph when operating at maximum G.V.W.R. without exceeding recommended engine rpm value. The vehicle shall have a gradeability of 35% when loaded to maximum G.V.W.R. without exceeding the engine manufacturer's recommended maximum rpm based on maximum net torque.

D. Documentation:

Each unit shall include the proper "dealer completed" and notarized form(s) to apply for Pennsylvania title and license. "Certificate of Origin" statement is required. The materials required in this contract are subject to reproduction for the Department's internal use only. The Contractor authorizes the Pennsylvania Department of Transportation to reproduce any material including printed materials and training aids, submitted in fulfillment of this contract.

E. Inspection:

All designs, workmanship, materials and procedures shall be at all times and places, subject to the inspection by the Department personnel. Should any item fail to meet these specifications, the item shall be made to comply with the contract by replacing or correcting the said item, as the case may be, at the Contractor's expense.

2. GENERAL TRUCK SPECIFICATIONS:

A. Intent Statement:

The purpose of these specifications is to describe a dual rear wheel, Freeway patrol vehicle to be used in heavily traveled congested highways. The use of self-loading vehicles can be considered. Specifications for the Self-Loading vehicles are as indicated for the dual rear wheel vehicles and must include a hydraulic auto load wheel lift system.

The truck and wheel hoist shall be designated for a one-man operation of short distance towing. The Pennsylvania Department of Transportation utilizes these maintenance type response trucks in the following operational settings:

- a) “Light or Medium Duty” towing operation under full GVWR.
- b) Public assistance on the roadway.

B. Weight Distribution:

Weight slip shall be provided with the unit supplied.

It is understood that the components specified are minimum and if the truck manufacturer’s Engineering Department recommends or deems necessary, due to their particular weight distribution, a larger component or a large GAWR totally, the burden of responsibility is hereby placed upon the Manufacturer’s Engineering Department to supply a unit that is totally engineered, including:

1. Frame
2. Axle
3. Tires
4. Steering Components
5. Rims
6. Suspension
7. Brakes
8. Any other items as required

The dynamic and static loads created by the unit, plus operational stresses, must be reviewed to insure the Commonwealth of a properly designed/engineered unit. In addition to the weight slip provided the following information is required.

Trailer Towing Information: Allowable weight to be towed without brakes 4,000 lbs.

C. Powertrain Overview:

Vehicle shall be capable of handling all the requirements as set forth in this contract.

D. Vehicle Components:

1. **Alarm-Backup:**

Ref: ECCO 450, Shock Mounted

2. **Chassis:**

This GWV was be the manufacturer’s rating, minimum, certified in the cab or on the door. Front bumper, push type that extends full width with a guard that extends the height and width of front grill. The bumper shall be rubber faced.

3. **Engine Accessories:**

Immersion type engine heater: for cooling system with waterproof flush-mounted plug, mounted in front sheet metal, 115 volt, 3 prong plug. The electrical cable for the heater to the receptacle shall be one piece and waterproof.

4. **Light Bar and Arrow Panel and Changeable Message Sign:**

Light Bar meeting the requirements of and in accordance with Title 75, Pennsylvania Consolidated Status, Section 4572, and 67 Pennsylvania Code, Chapter 173. Provide an arrow panel, approved for use in Pennsylvania, 3 ft. high by 6 ft. wide, with a raise lower mechanism, and a control box mounted in the cab within reach of the driver. The Control box shall incorporate lights to signify the arrow panel mode. The arrow panel shall be capable of displaying a left arrow, right arrow, double arrow and four (4) corner caution. Changeable Message Sign shall be able to display simple messages when the vehicle is used for queue protection as well as left arrows and right arrows.

5. **Paint:**

Entire unit shall be hot lime green (per PPG Color Chip 46973).

6. **Safety:**

i. The extinguisher rechargeable with vehicle mount. One mounted in the cab for easy and quick access. REF: 2A:10B:C. All grab handles and exit steps shall be furnished to provide "Optimum Safety" for field personnel. REF: Non-skid paint. Non-skid tape is unacceptable. There shall be a first-aid kit mounted in the utility body (REF: American Van Part No. A1712, Telephone No.: 1-800-526-4743 or equal).

ii. Incident Management Markings shall be placed on the rear of the vehicle. The tailgate shall be unpainted and shall be stripes with 8" wide alternating red/yellow bands creating a chevron (inverted V) at 45 degree angles, across the gate to serve as a safety warning system. Tape shall be reflective daybright V92 conspicuity sheeting. Red-SRH14R, Yellow – SRH14Y. Two 4" sheets can be combined to equal the 8" requirement

7. **Running Boards:**

Provide running boards on both sides of the vehicle, Ref: DeeZee Models with skid strip. (AW Direct 1-800-243-3194)

8. **Bug deflector:**
Provide a full length clear hood mounted bug deflector (must be able to accommodate lettering of "Freeway Patrol" in reverse image. Lettering color should be the same color as existing Freeway Patrol Vehicles.
9. **Vehicle Labeling:**
All vehicles will be labeled identical to the existing Freeway Patrol Vehicles with 3M reflective pin striping and lettering per EQN-140.
10. **Sun Visor:**
Provide a full length roof mounted sun visor
11. **Wheels:**
Provide four (4) chrome wheel simulators, Ref: Phoenix.
(Aw Direct 1-800-243-3194)

E. Body:
Color to be Hot Lime Green as per 11D5. Compartments shall not be open to one another. Compartments shall be of adequate size to store/carry all equipment listed under Item "F", "Equipment" on Page 6.

F. Equipment:

The vehicle will be equipped at the Contractor's expense with the following items and the compartments of each vehicle will be properly sized to hold this equipment.

- **A copy of the FHA Report No. FHWA-HOP-10-014, Field Operations Guide for Safety/Service Patrols**
- **VERIZON CELLULAR PHONE (COMPLETE WITH ON-LINE CELLULAR PHONE SERVICE)**
800 MHz Mobile Radio - Open Sky M-803 model (Programmed to PENNDOT specifications)
- **SCANNER**
- **CB RADIO**
- **PUBLIC ADDRESS SYSTEM WITH EXTERNAL SPEAKER**
- **TOOL BOX CAPABLE OF CONTAINING THE BASIC MECHANICAL TOOLS CALLED FOR**
- **SET OF STANDARD SCREWDRIVERS**
- **SET OF PHILLIPS SCREWDRIVERS**
- **NEEDLE NOSE PLIERS**
- **LARGE CRESCENT WRENCH**
- **SMALL CRESCENT WRENCH**
- **5 LB HAMMER**
- **RUBBER MALLET**
- **CHANNEL LOCK PLIERS**
- **COMMON PLIERS**

- **WIRE CUTTER**
- **ELECTRIC TAPE (2 ROLLS)**
- **DUCT TAPE (2 ROLLS)**
- **MECHANICS WIRE**
- **BOLT CUTTERS**
- **TIRE PRESSURE GAUGE**
- **FLASHLIGHT WITH EXTRA BATTERIES**
- **SAFETY GOGGLES**
- **HAZARDOUS MATERIALS GUIDE BOOK**
- **RAIN JACKET**
- **RAIN PANTS**
- **GLOVES**
- **COMPLETE FIRST AID KIT**
- ***DIESEL FUEL (5 GALLONS)**
- ***UNLEADED GASOLINE (5 GALLONS)**
- ***RADIATOR COOLANT (5 GALLONS)**
- ***ENGINE OIL (2 QUARTS)**
- **20 LB ABC TYPE FIRE EXTINGUISHER**
- **FIRE AXE**
- **PRY BAR**
- **WOOD BLOCKS - (4)**
- **STREET BROOM**
- **SQUARE POINT SHOVEL**
- **FUSES - (HIGHWAY FLARES) - (36 MINUTES)**
- **28 INCH CONES - (10)**
- **FOUR-WAY LUG WRENCH - STANDARD**
- **FOUR-WAY LUG WRENCH - METRIC**
- **A JAR OF PUTTY SUITABLE FOR TEMPORARILY STOPPING LEAKS ESPECIALLY FROM FUEL TANKS SIMILAR TO THE "AW DIRECT LEAK LOCK KIT, SR-4", OR PRE-APPROVED EQUAL**
- **FOUR-WAY LIGHT TRUCK LUG WRENCH**
- ***AN ABSORBENT SPILL CONTAINMENT SYSTEM SIMILAR TO THE "AW DIRECT OIL ATTACK PACK SR-10" OR PREAPPROVED EQUAL**
- **HYDRAULIC FLOOR JACK**
- **RECHARGEABLE AIR BOTTLE (MIN. 15 GAL.), HOSES AND FITTINGS**
- **BOOSTER CABLES, HEAVY DUTY, MIN. 25 FT. ADAPTED TO TRUCKS POWER OUTLETS**
- **LARGE VICE GRIPS**
- **SMALL VICE GRIPS**
- **SOCKET SET - STANDARD WITH 3 FT. BREAKER BAR**
- **SOCKET SET - METRIC WITH 3 FT. BREAKER BAR**

- FUNNELS (2)
- TRASH CAN - 5 GALLON WITH LID AND TRASH BAGS
- ½ INCH ROPE - 100 FT. MIN.
- ALLOY TOW CHAIN - LARGE
- ALLOY TOW CHAIN - SMALL
- **STOP SIGN, (R1-1) 36"X36"
- **KEEP RIGHT SIGN, (R4-7-3) 36"X48"
- **KEEP LEFT SIGN, (R4-8-3) 36"X48"
- **EMERGENCY AHEAD SIGN (W25-1) 48"X48"
- **PORTABLE SIGN STANDS WITH FLAGS (2 STANDS)
- RED FLAGS (4)
- *HIGHWAY MAPS - (10) (WILL BE SUPPLIED BY THE DEPARTMENT)
- WHISK BROOM
- PAPER TOWELS - (2 ROLLS)
- BAGS OF SAND
- BAGS OF SALT (WINTER ONLY)
- HAND CLEANER
- TIRE CHOCKS (2 PAIRS)
- BLANKET
- PEN AND PAPER
- CLIP BOARD
- EMERGENCY PHONE NUMBERS
- VESTS (2)
- HARD HAT
- AM/FM RADIO
- TRAILER HITCH (17/8 INCH AND 2 INCH CAPABILITY)
- SNOW CHAINS

*INDICATES ITEMS THAT MAY BE USED BY OR GIVEN TO THE MOTORIST AT NO COST TO THE MOTORIST

**SIGNS AND STANDS MUST BE OF THE CLOTH OR PLASTIC ROLL UP TYPE.

G. Wheel Lift and Boom:

As per manufacturer's specifications and as follows:

Boom Structural Rating (Crane)

Fully retracted 8000 lb. at 30 degree elevation

Fully extended 2000 lb. at 30 degree elevation

Wheel Lift:

The recovery vehicle also shall have a wheel lift system with (3) functions: **a)** the wheel lift shall hydraulically raise and lower; **b)** extend and retract; **c)** tilt function

independently or simultaneously. The tilt function provides means of engaging either the standard “L Arms” to the towed vehicle or uneven terrain or in mud and snow conditions. The retracting wheel-lift boom in combination with the tilt feature allows the towed vehicle to be retracted close to the recovery vehicle for better weight distribution.

Controls:

Controls will be provided on both sides of the body. Provision is made so that controls can be operated independently or simultaneously. Variable speed of all functions is controlled by the handle movement. The following shall be provided:

1. Single cable winch hydraulic, with boom and wheel lift body on truck chassis
2. Tow sling with chains
3. Wrecker special light bar
4. Upper and lower work lights
5. Cable tensioner on winch
6. Switch panel
7. Throttle control (manual or electric)
8. Push bumper

3. WARRANTY REQUIREMENTS:

In the event that a breakdown occurs, the Contractor shall make the complete repair at no cost to the Department throughout the length of the contract.

APPENDIX O

FREEWAY SERVICE PATROL DROP-OFF LOCATIONS

Vehicle Drop-Off Location Tables

D-5 Drop-Off Locations

I-78 [From Route 100 Interchange to New Jersey State Line]			
Interchange Name	Interchange Number	Drop Off Location	
		Eastbound	Westbound
Rt. 100	49A/49B	Rt. 100 N, north of Tilghman St. intersection on shoulder	Rt. 100 N, north of Tilghman St. intersection on shoulder
Rt. 22	51	Rt. 22, east on Tilghman St., on shoulder opposite PA TP entrance	
Rt. 309	53		
Rt. 222/Hamilton Blvd.	54A/54B	Ramp shoulder	Ramp shoulder
Cedar Crest Blvd./Rt. 29	55	Ramp shoulder	Ramp shoulder
Lehigh St.	57	Ramp shoulder	Ramp shoulder
Emmaus Ave.	58		Ramp shoulder
Summit Lawn/W. Rock Rd.	59	Ramp shoulder	
Rt. 309/Rt. 145	60A/60B	Ramp shoulder to W. Saucon Valley Rd.	Ramp shoulder
Rt. 412 Main St.	67	Ramp shoulder	Ramp shoulder
Rt. 33	71	Ramp shoulder	Ramp shoulder
Morgan Hill Rd.	75	Ramp shoulder	Ramp shoulder
New Jersey State Line		Ramp shoulder of Morgan Hill Rd.	Ramp shoulder of Morgan Hill Rd.

Route 22 [From Interstate 78 to New Jersey State Line]			
Interchange Name	Interchange Number	Drop Off Location	
		Eastbound	Westbound
Tilghman St.		Tilghman St. shoulder opposite PA TP entrance	Tilghman St. shoulder before Bernheards Motors
Interstate 476/PA Turnpike			
Rt. 309		309 North of Interchange on shoulder	309 North of Interchange on shoulder
Cedar Crest Blvd.		Cedar Crest Blvd. north of interchange on shoulder in front of PADOT stockpile	Cedar Crest Blvd. north of interchange on shoulder in front of PADOT stockpile
15 th St./Mauch Chunk Rd.		Southbound shoulder of Mauch Chunk Rd. just north of westbound off-ramp	Southbound on Mauch Chunk Rd. just north of westbound off-ramp
Rt. 145/MacArthur Rd./7 th St.		Airport Rd. exit ramp shoulder	Southbound shoulder on Mauch Chunk Rd. just north of westbound off-ramp
Route 987/Airport Rd.		Ramp shoulder	Ramp shoulder
Rt. 378		Collector/Distributor shoulder of 378 and Schoenersville ramps	Rt. 987 ramp shoulder
Schoenersville Rd.		Collector/Distributor shoulder of 378 and Schoenersville ramps	Rt. 987 ramp shoulder
Rt. 512 Center St.		Center St. southbound shoulder opposite Pike St.	Center St. southbound shoulder opposite Pike St.
Rt. 191 Linden St.		191 eastbound on ramp shoulder	West shoulder 191 between ramps
Rt. 33		Ramp shoulder	Ramp shoulder

Route 33 [From Interstate 78 to Route 248]			
Interchange Name	Interchange Number	Drop Off Location	
		Eastbound	Westbound
I-78		Ramp shoulder	Ramp shoulder
Freemansburg Ave.		Ramp shoulder	Ramp shoulder
William Pen Hwy.		Ramp shoulder	Ramp shoulder
Rt. 22		Ramp shoulder	Ramp shoulder
Hecktown Rd.		Ramp shoulder	Ramp shoulder
Rt. 248		Ramp shoulder	Ramp shoulder

Route 22 [From Interstate 78 to New Jersey State Line]			
Interchange Name	Interchange Number	Drop Off Location	
		Eastbound	Westbound
25 th St.		Ramp shoulder	Ramp shoulder
13 th St.		Southside of SR 2017 (Hackett Ave.) on north side of interchange – gravel area	Southside of SR 2017 (Hackett Ave.) on north side of interchange – gravel area
Rt. 611/4 th St.		Southside of SR 2017 (Hackett Ave.) on north side of interchange – gravel area	Southside of SR 2017 (Hackett Ave.) on north side of interchange – gravel area

Route 309 [From Interstate 78 to Route 22]			
Interchange Name	Interchange Number	Drop Off Location	
		Eastbound	Westbound
I-78		Rt. 309 north of Rt. 22 on shoulder	I-78 Exit 54 ramp shoulder
Tilghman St.		Rt. 309 north of Rt. 22 on shoulder	I-78 Exit 54 ramp shoulder
Rt. 22		Rt. 309 north of Rt. 22 on shoulder	I-78 Exit 54 ramp shoulder

D-6 Drop-Off Locations

I-95 [From Delaware State Line to New Jersey State Line]			
Exit Name	Exit Number	Drop Off Location	
		Northbound	Southbound
Chichester Ave.	1	PA Welcome Center or At the end of the off Ramp	At the end of the off Ramp
PA 452 – Market St.	2	At the end of the off ramp	At the end of the off ramp
Highland Ave.	3	At the end of the off ramp	
US 322 – Highland Ave.	3B-A		At the end of the off ramp
US 322 East – C.B. Bridge	4	At the end of the Exit 6 off Ramp	At the end of the Exit 3 off Ramp
Kerlin St.	5	At the end of the Exit 6 off Ramp	
PA 352 – PA 320 – Edgemont Ave.	6	At the end of the off Ramp	At the end of I-476 – MacDade Blvd. off Ramp
Ridley Park	8	At the end of the off Ramp	At the end of the off Ramp
	9B-A	At the end of the off Ramp	At the end of the off Ramp
PA 291 – Bartram Ave.	10	At the PA 291 Park and Ride	At the PA 291 Park and Ride
Philadelphia International Airport	12	At the PA 291 Park and Ride	At the PA 291 Park and Ride
I-76 – West PA 291 – Valley Forge	13	At the PA 291 Park and Ride	At the PA 291 Park and Ride
Enterprise Ave.	15	Bottom of Exit 17/Broad St. Off-Ramp	Bottom of Exit 15/Enterprise Ave. Off-Ramp
Broad St.	17	Mainline Shoulder at Tasker Avenue	Mainline Shoulder at Exit 14 Off-Ramp
Packer Ave.	19	Mainline Shoulder at Tasker Avenue	Front & Oregon
Washington Ave.	20	Mainline shoulder at Washington Avenue	Mainline Shoulder at Washington Avenue
I-676 – Center City	22	Shoulder of I -676 West of 2 nd Street	Mainline Shoulder at Washington Avenue

Girard Ave.	23	Girard Avenue Pep Boys	Bottom of Girard Ave. Off-Ramp
Allegheny Ave.	25	Bath St. & Allegheny Ave.	Bath St. & Allegheny Ave.
Betsy Ross Bridge – Aramingo Ave.	26	Mainline Shoulder just north of Betsy Ross Bridge	Mainline Shoulder or wide gore point at Betsy Ross/ Aramingo Exit
Bridge St.	27	Bridge & James Sts.	Bridge & James Sts.
Cottman Ave.	30	Bottom of Cottman Avenue Off-Ramp	Bottom of Cottman Avenue Off-Ramp
Academy Rd.	32	Wide shoulder at Cottman Avenue / Exit 32	Wide shoulder at Cottman Avenue / Exit 32
Woodhaven Rd.	35	Wide shoulder at Exit 35 / Woodhaven Road	Wide shoulder at Exit 35 / Woodhaven Road
Street Rd.	37	Cornwells Heights Park 'n Ride	Cornwells Heights Park 'n Ride
Bristol	40	At the end of the off Ramp	At the end of the off Ramp
PA 413 – Business 1 – Pennel Levittown	44	At the end of the off Ramp	At the end of the off Ramp
US 1	46A-B	End of off Ramp to Oxford Valley Road	End of off Ramp to Oxford Valley Road
PA 332 – Newtown Yardley	49	At the end of the off Ramp	At the end of the off Ramp
New Hope	51	At the end of the off Ramp	At PA welcome center

I-76 [From City Ave. to Passyunk Ave. & I-676]			
Exit Name	Exit Number	Drop Off Location	
		Eastbound	Westbound
City Ave. Turnaround		City Ave. Turnaround	City Ave. Turnaround
US 1	340A	Mainline Shoulder at Exit 341 Off-Ramp	Off at City Ave. - 555 City Ave. Parking Lot
Montgomery Dr.	341	Wide Shoulder at Montgomery Drive or Fairmount Park	Wide Shoulder at Montgomery Drive or Fairmount Park
Girard Ave.	342	Bottom of Girard Avenue Off-Ramp	Mainline wide left shoulder at mm 342.9

Spring Garden St.	343	Exit 345 / 30 th Street Station	Exit 345 / 30 th Street Station
I-676	344	Exit 345 / 30 th Street Station	Exit 345 / 30 th Street Station
30 th St. Station	345	30 th Street Station	30 th Street Station
South St.	346A	Exit 346 / 28 th St. frontage Rd. shoulder	Convention Center Blvd.
University Ave. – Grays Ferry	346B	University Avenue	University Avenue
28 th St. – Vare Avenue	346C	2500 Passyunk Avenue under I-76 Bridge	University Avenue Exit
Penrose Avenue – Airport	347A	Passyunk Avenue Exit	

US 422 [From PA 29 to US 202]			
Exit Name	Exit Number	Drop Off Location	
		Eastbound	Westbound
PA 23		At the end of the off Ramp	At the end of the off Ramp
PA 363		At the end of the off Ramp	
Oaks		At the end of the off Ramp	At the end of the off Ramp
PA 29		At the end of the off Ramp	At the end of the off Ramp

US 1 [From I-76 to 9th Street]			
Exit Name	Exit Number	Drop Off Location	
		Northbound	Southbound
Wissahickon – Hunting Park Avenues – Fox St.		Shoulder of Abottsford Avenue	Shoulder of Abottsford Avenue
Germantown Ave.		At the end of the off Ramp	
PA 611 – Broad St.		At the end of the off Ramp	
Ninth St.		At the end of the off Ramp	

PA 63 [From I-95 to US 1]			
Exit Name	Exit Number	Drop Off Location	
		Eastbound	Westbound
PA 13		At the end of the off Ramp	At the end of the off Ramp
Franklin Mills Blvd.			At the end of the off Ramp
Knights Rd.			Shoulder of Woodhaven Road
Academy Rd.		At the end of the off Ramp	
US 1		At end of PA 63	At end of PA 63

I-476 [From PA Turnpike to I-95]			
Exit Name	Exit Number	Drop Off Location	
		Northbound	Southbound
St. Davids Villanova	13	At the end of the off Ramp	At the end of the off Ramp
I-76	16A&B	Conshohocken Park and Ride	Conshohocken Park and Ride
Conshohocken	18A	At the end of the off Ramp	
Norristown	18B	At the end of the off Ramp	
Germantown Pike East	19	At the end of the off Ramp	
Germantown West	20	At the end of the off Ramp	
Norristown	18		At the end of the off Ramp
PA 3	9	At the end of the off Ramp	At the end of the off Ramp
US 1	5	At the mezzanine pull off area	At the mezzanine pull off area
Swarthmore Media	3	At the end of the off Ramp	At the end of the off Ramp
MacDade Blvd.	1	At the end of the off Ramp	At the end of the off Ramp

US 202 [From KofP to Boot Road]			
Exit Name	Exit Number	Drop Off Location	
		Northbound	Southbound
I-76		S. Gulph Rd. Park and Ride	S. Gulph Rd. Park and Ride
PA 252 North – Valley Forge Rd.		At the end of the off Ramp	At the start of the SB on Ramp
PA 252 South		At the end of the off Ramp	
Chesterbrook Blvd.		At the end of the off Ramp	At the end of the off Ramp
To 252 Paoli			At the end of the off Ramp
PA 29 – Great Valley		PA 29 & 30 Park and Ride	PA 29 & 30 Park and Ride
PA 401 – Frazer		At the end of the off Ramp	At the end of the off Ramp
US 30		At the Bus 30 Park and Ride	At the Bus 30 Park and Ride
Boot Road		At the end of the off Ramp	At the end of the off Ramp

D-8 Drop-Off Locations

The FSP in D-8 will tow the vehicles to the nearest safe location.

D-11 Drop-Off Locations

Parkway West

I-376 [From I-79 Interchange to Fort Pitt Bridge]			
Interchange Name	Interchange Number	Drop Off Location	
		Inbound	Outbound
I-79	64A		
		Carnegie Exit Ramp	HOV Park-N-Ride
Carnegie	65		
		Shoulder Area Under Greentree Rd Overpass	Carnegie Exit Ramp Shoulder
Greentree	67		
		Large Field Area next to Banksville Rd	Greentree Exit Ramp Shoulder
Fort Pitt Tunnel (Banksville)	69A		
		PennDOT Personnel	PennDOT Personnel
Fort Pitt Tunnel (Carson St.)	69C		
		PennDOT Personnel	PennDOT Personnel

Liberty Avenue	70A		
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Parkway East

I-376 [From Fort Pitt Bridge I-279 to Monroeville]			
Interchange Name	Interchange Number	Drop Off Location	
		Inbound	Outbound
Fort Pitt Bridge	70C		
		Emergency Pulloff	HOV Park-N-Ride
Grant St	71A		
		Emergency Pulloff	Small Left Pulloff Area at Grant St
2 nd Avenue	71B		
		Emergency Pulloff	Emergency Pulloff
Bldv of Allies	72B		
		Under Greenfield Ave Bridge	Emergency Pulloff
PA 885 – Oakland (Bates St)	73B		
		Under Greenfield Ave Bridge	Bottom of RT885 N Exit Ramp (Exit 7A)
Squirrel Hill	74		
		Exit 8 onto Forward Ave	Exit 8 Ramp Shoulder
Squirrel Hill Tunnel (Inbound Side)			
		PennDOT Personnel	PennDOT Personnel
Squirrel Hill Tunnel (Inbound Side)			
		Swissvale Exit 7 Ramp Shoulder Area	Thru Tunnel to Exit 5 (Squirrel Hill) Shoulder
Edgewood - Swissvale	77		
		Forest Hills Exit 8A Ramp Shoulder Area	Swissvale Exit 7 Ramp Shoulder Area
Forest Hills – US 30	78A		
		Greensburg Pike Exit 9 Ramp Shoulder	Wilkinsburg Exit 8B Ramp Shoulder
Greensburg Pike	79A		
		Churchill Road Exit 10A	Wilkinsburg Exit 8B Ramp Shoulder
Churchill	79B		
		Rodi Rd Exit Ramp or Mailine Shoulder	Churchill Exit Ramp Shoulder
Rodi Rd	81		
		Mainline Shoulder	Mainline Shoulder
PA Turnpike	85		

Interstate 79

I-79 [From Washington County Line to Exit 59]			
Interchange Name	Interchange Number	Drop Off Location	
		Inbound	Outbound
Washington County Line	--		
		Mainline Shoulder	Mainline Shoulder
Bridgeville	54		
		Mainline Shoulder	Mainline Shoulder
Heidelberg/Kirwin Heights	55		
		Mainline Shoulder	Mainline Shoulder
Carnegie	57		
		Mainline Shoulder	Mainline Shoulder
Pittsburgh	59		

APPENDIX P

**PennDOT's Temporary Traffic Control Guidelines -
Supplementing Federal Highway Administration's
Manual On Uniform Traffic Control Devices (MUTCD)
Publication 213.**

The link to the **Temporary Traffic Control Guidelines - Supplementing Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) Publication 213** is indicated below:

<ftp://ftp.dot.state.pa.us/public/PubsForms/Publications/PUB%20213.pdf>

APPENDIX Q
SAMPLE INVOICE

SAMPLE INVOICE

INVOICE

SEND PAYMENT TO:
PA DEPARTMENT OF TRANSPORTATION
OFFICE OF COMPTROLLER OPERATIONS
AR PENNDOT - NON-APRAS
PO BOX 15758
HARRISBURG, PA 17105

PAGE NO. 1

Ship to:

Bill to:

INVOICE DATE
JOB NO.
INVOICE NO.

CUSTOMER ACCOUNT NO.	CUSTOMER ORDER NO.	CUSTOMER ACCOUNT CODE
----------------------	--------------------	-----------------------

JOB DESCRIPTION AND TERMS:

DOC ID	DESCRIPTION	REFERENCE	AMOUNT

MAKE PAYMENT TO: PA DEPARTMENT OF TRANSPORTATION

TOTAL
AMOUNT DUE

REVENUE CODE:
ACCOUNT CODE:

APPENDIX R

STANDARDS FOR SPONSORSHIP OPPORTUNITIES RELATED TO FREEWAY SERVICE PATROL

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

Standards for Sponsorship Opportunities Related to Freeway Service Patrol Program

I. Background

The Commonwealth of Pennsylvania, Department of Transportation ("PennDOT") plans to allow sponsorship opportunities in the Freeway Service Patrol ("FSP") program. The FSP consists of contracted tow truck operators who assist motorists who have broken down along certain interstates and freeways and a PennDOT staffed operation in certain highway tunnels. The service is currently provided in PennDOT Districts 5-0, 6-0, 8-0 and 11-0. These services are provided free of charge to motorists. The contracted operators are currently required to paint all FSP vehicles with a PennDOT approved color and lettering scheme. PennDOT plans to issue a request for proposals to seek out potential sponsors. PennDOT will recognize approved sponsors with a sponsor recognition panel, decal or marking on the FSP vehicles, with the size, location and design of such marking or decals to be determined by PennDOT.

II. Definitions

- a. "Freeway." A limited access highway to which the only means of ingress and egress is by interchange ramps.
- b. "Interstate highway." A freeway on the Dwight D. Eisenhower System of Interstate and Defense Highways.
- c. "Highway safety related business or service." Having as a main function or purpose the promotion, encouragement, protection, insurance or advancement of safe use of Commonwealth highways.
- d. "Vehicle safety related business or service." Having as a main function or purpose the promotion, encouragement, protection, insurance or advancement of safe use and operation of vehicles on Commonwealth highways.

III. Policy

It is hereby PennDOT's declared policy to administer the FSP sponsorship program in the following manner:

1. PennDOT will only allow sponsorship that is consistent with PennDOT's responsibilities and duties as an agency of the Commonwealth of Pennsylvania.
2. Potential sponsors must be engaged in a highway safety or vehicle safety related business or service. Examples of such sponsors include, but are not limited to, auto insurance providers, automobile service stations, automobile manufactures, automotive sales merchants, automotive parts and care centers.

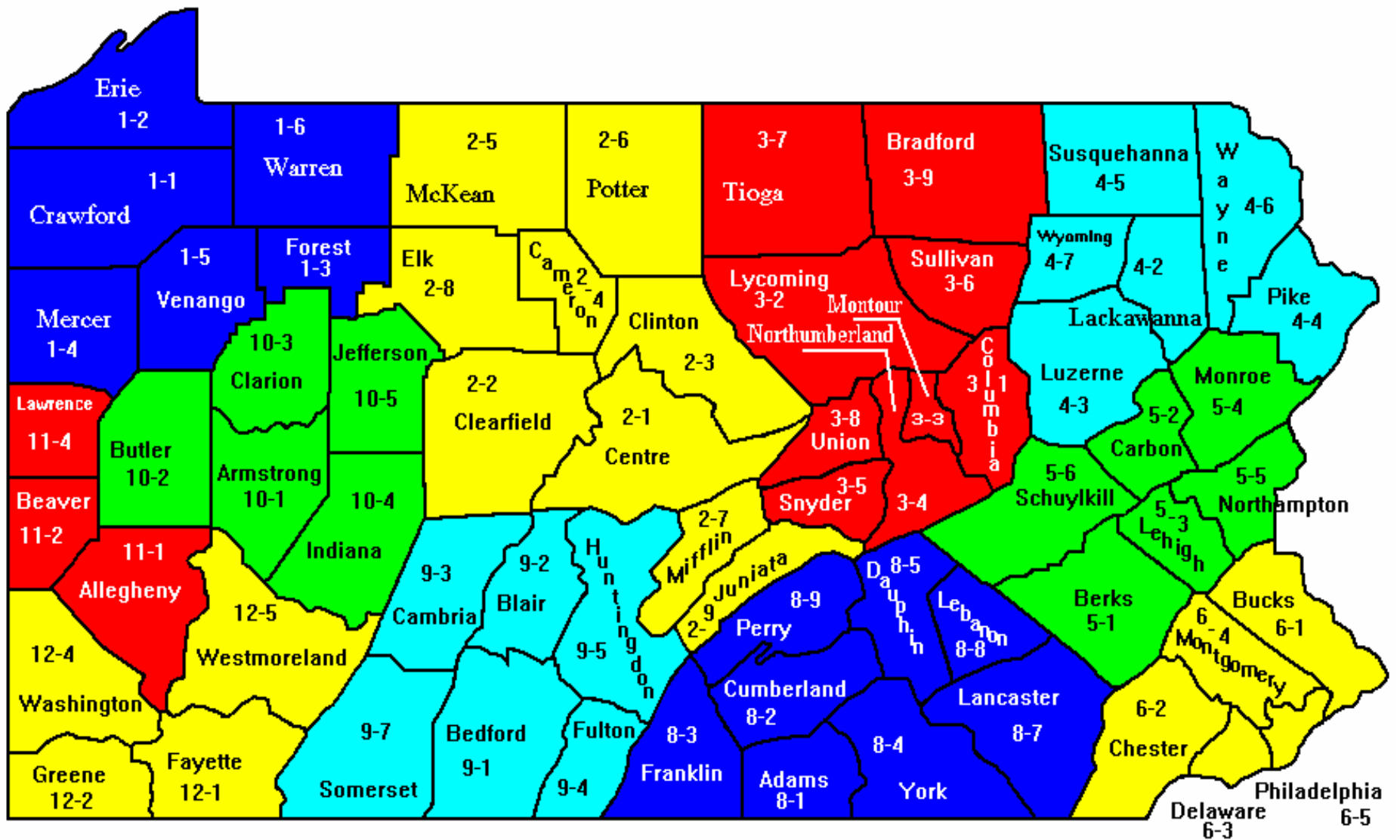
- a. Sponsorship will not be considered from any vendor, business, group or service promoting the use or purchase of obscene or pornographic material, tobacco, alcohol, firearms, or licensed or unlicensed gaming activities.
 - b. Sponsorship, in whatever form it takes, cannot depict any illegal materials or illegal activities.
 - c. Sponsorship will not be considered from any vendor, business, group or service promoting, supporting, or advocating any position that is profane or derogatory to any group, or any position that promotes a particular political or religious position.
3. PennDOT will not allow construction, engineering service or consulting companies that have, or may, bid on PennDOT contracts to sponsor the FSP program.
 4. PennDOT will not allow trade associations or lobbying organizations to sponsor the FSP program.
 5. A designated PennDOT official will review all proposed sponsorship marking or decal placement and content for suitability and compatibility with this policy prior to approval.
 6. Agreements or contracts relating to FSP sponsorship program must include the terms of this policy within said document and all sponsors or entities obtaining sponsorships shall comply at all time with this policy.

APPROVED BY: 

TITLE: Dep Sec

DATE: 8/28/12

APPENDIX S
PENNDOT DISTRICT MAP



APPENDIX T

PUB 212_OFFICIAL TRAFFIC CONTROL DEVICES

– CHAPTER 212

The link to the **Publication 212_Official Traffic Control Devices - Chapter 212** is indicated below:

<ftp://ftp.dot.state.pa.us/public/PubsForms/Publications/PUB%20212.pdf>

APPENDIX U

PUB. 111M _ TRAFFIC CONTROL - PAVEMENT MARKINGS AND SIGNING STANDARDS

The link to **Publication 111M _ Traffic Control - Pavement Markings and Signing Standards** is indicated below:

<ftp://ftp.dot.state.pa.us/public/PubsForms/Publications/PUB%20111M.pdf>