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I. PURPOSE OF SERVICE

The purpose of this Contract is to provide the expeditious removal of disabled or accident vehicles, and small non-hazardous debris, from the Expressway thus reducing the traffic delays and congestion that result from those breakdowns, accidents, and spills. Rapid removal is made possible by the presence of services patrol vehicles located on the expressway during hours of peak traffic. The service patrol facilitates a much quicker response time to non-recurring incidents such as breakdowns and accidents, thus reducing the total time needed to clear the incident from the highway and restore normal traffic flow.

All Expressway patrol services will be provided **FREE OF CHARGE** to the motorist.

II. DEFINITIONS

“Contractor” means a privately-owned company contracted by the Department to provide equipment and manpower for the service patrol vehicles on the Expressway during specified periods of time. The term includes the individual, firm, partnership, cooperative, or joint venture awarded the contract, as well as those acting directly through or on behalf of the person or entity awarded the contract such as agents, employees, subcontractors, or the surety in case of default, and each participant in a joint venture.

“Department” means the Pennsylvania Department of Transportation, which is responsible for traffic and incident management systems on the Expressway. The Department shall be responsible for the management and funding of the Expressway Service Patrol Program.

“Sponsor” means a third-party organization that has contributed monies to have their logo, company identification, or other means of advertising placed on the Service Patrol Vehicles.

“Drop-off Location” means a wide shoulder, refuge area, or interchange area used to temporarily store disabled or accident vehicles that have been removed from the Expressway by the Service Patrol vehicles.

“TMC” means the PennDOT District 5-0 Traffic Management Center.

“Police” means Pennsylvania State Police (PSP), LOCAL POLICE, or local law enforcement agency with jurisdiction.

“Contract” means fully executed Purchase Order.

“Special Events” means sports complex events, city or municipality events, weather, and other events that have been or are identified as such by the TMC.

“Expressway” is the routes which are covered by this program. They consist of the following:

- Interstate I-78 from State Route 100 (Exit 49) to PA-33 (Exit 71)
- State Route 22 from I-78 Junction to the 4th Street exit in Easton
- State Route 33 from I-78 Junction to State Route 248 Interchange
- State Route 309 from I-78 Junction to State Route 22

Service Patrol Vehicle “(SPV)” means a vehicle meeting the specifications set forth in this contract and used by a Contractor for this Expressway Service Patrol Contract.

Service Patrol Vehicle Operators “(SPVO)” are the properly licensed and trained operator of each Service Patrol Vehicle.

III. SERVICES TO BE PROVIDED

The SPVOs will assist motorists whose vehicles have suffered mechanical failure or have been involved in minor accidents. The SPVOs will be responsible for clearing the highway of automobiles, motorcycles, small trucks (vehicles with gross weight of 14,500 pounds or less) and small, non-hazardous debris. These incidents are those that are encountered in the normal course of patrolling the Expressway or those called out by the TMC. SPVOs will remove the vehicles from the highway to a specified drop-off location. Should the SPVOs encounter a major incident, their primary duty is to immediately inform the TMC and to protect the incident scene using their

vehicle combined with the use of the 28-inch cones, arrow board, and highway flares. A major incident contains any one of the following items:

- Any reportable crash, as defined by PA Vehicle Code, Title 75, Chapter 37, Section 3746(a) General Rule (where a car cannot be driven or towed, or an injury/death involved)
- A load that is hazardous as identified by a placard or cannot be identified as being non-hazardous.
- A disabled vehicle of 14,500 pounds or more that cannot be towed by the SPV.
 - In this instance, the Police will make arrangements to secure a towing service to remove this type of vehicle.
- Debris or large spilled load that is impossible for the SPVO to remove.

Should a closure be more than twenty (20) minutes in duration, the Department in consultation with the PSP 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 any closure that will result in a two (2) hour closure.

In the situation that the Contractor does not show up to perform the required patrol for any reason, the contract will be charged liquidated damages in accordance with the Special Terms and Conditions.

A. General Requirements

1. SPVOs will communicate with, and take orders and directions from, the Department at an incident scene. While on duty or traveling to and from the patrol site, communications with any other towing agency is prohibited. Violation of the first sentence of this subsection constitutes grounds for immediate removal of the SPVOs from working under the contract. Multiple and continual violations by more than one SPVO may result in more severe actions up to and including Contract termination.
2. The SPVs are prohibited from being used to perform any towing not provided for under the Contract at any time including traveling to and from their patrol sites. When not in use, all the SPVs (including the back-up vehicles) will be stored at the Contractor's location, a secured area or at another area designated by the Department. Violation of any portion of this subsection is grounds for immediate removal of the SPVO from working under the contract. Multiple and continual violations by more than one SPVO may result in more severe actions up to and including Contract termination.
3. The contract will be an hourly rate per service patrol vehicle and will only include those hours while on patrol. Travel time hours, defined as travel to and from the

assigned patrol route and not traveling during the shift, will not be paid for and are not part of the Contract. Fueling of the SPV and replenishing of expendables will not be paid for and are not part of the contract. Supplies and fuel should be replenished before or after the shift unless approved by the TMC OR RTMC.

4. At the beginning of each service call, or upon finding any disabled vehicles the SPVO will notify the TMC OR RTMC of the location, model, color, and plate number of the disabled vehicle. At the end of each service call the SPVO will notify the TMC and will fill out an incident information form. The Contractor is responsible for preparing this form and submitting it 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.
5. At the end of each service call, the motorist will be asked to fill out and send into the Department a self-addressed stamped (postage paid for by the contractor) post card or via an online survey evaluating the service. If an SPVO receives more than one unfavorable review over a six-shift span, the operator will be counseled, a second such situation will result in a warning, a third will result in a suspension from working under the Contract and fourth will be cause for removal from working under the Contract. The Contractor is responsible for preparing this post card or online survey system and submitting it for Department review and 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 if the postcard method is used.
6. No compensation of any type (tips, etc.) can be accepted by the SPVO from the motorist. Stealing is prohibited. The selected Contractor and/or its employees/SPVOs will not be allowed to perform secondary towing service from the designated drop site, recommend secondary tows, or recommend repair/body shops. Failure to adhere to this requirement will result in an immediate dismissal of the SPVO. Multiple and continual violations by more than one SPVO may result in more severe actions up to and including Contract termination.
7. The SPVO, when necessary, will place the appropriate temporary traffic control devices from the SPV to protect the incident site.
8. The SPVO will, unless so directed differently by a law enforcement officer, follow traffic laws.
9. The SPV will be kept continuously on patrol within its assigned beat except when actively responding to an incident or replenishing.

B. Mechanically Disabled Vehicles – (Problem apparent)

If the problem with a disabled vehicle is easily diagnosed and can be remedied within 10 minutes, the SPVOs will perform the needed service. To get the vehicle started, for example, the SPVO will change flat tires, provide fuel, provide battery “jump” starts, temporarily tape or repair cooling system hoses and refill radiators if the problem can be remedied within 10 minutes. SPVOs should spend no more than a maximum of 10 minutes in attempting to repair a disabled vehicle.

C. Mechanically Disabled Vehicles – (Problem not readily apparent or repair time exceeds ten (10) minutes)

If a vehicle cannot be repaired within the 10-minute time limit or the SPVO cannot immediately ascertain the source of the problem, it shall be towed to a drop-off location. The motorist can request the SPVO to call a specified towing firm or call a relative/friend to assist them.

D. Accident Vehicles

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

E. Assistance to Police

There may be some instances where SPVOs may be requested to assist the Police. SPVOs shall follow the instructions of the Police at the scene of any incident. The instructions of the Police on the scene shall override and supersede any conflicting obligations or duties of the Contractor or the SPVO set forth herein.

F. Continuous Patrol

During its contracted hours of operation, the SPV will be exclusively dedicated to the Expressway Service Patrol and 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 Expressway for those reasons shall not exceed 20 minutes. The TMC must be contacted at the time of the SPV removal and upon its return to active patrol status.

G. Unattended Vehicle

Should the SPVO encounter any unattended vehicle that is interfering with the normal movement of traffic (such as blocking a lane or a partial lane of traffic) or constitutes as a safety hazard, the SPVO will immediately contact the TMC and wait to receive Police approval to remove the unattended vehicle to a drop-off area or other place of safety.

Unattended vehicles not interfering with traffic and not posing a safety hazard will also be reported to the TMC by the SPVO, but no further action will be necessary by the SPVO unless so directed to do so by the TMC or Police.

H. Two-Way Communications and Cellular Phone Service

SPVOs will maintain two-way communications with and the Department through the use a cellular phone with Push to Talk over Cellular (PoC) capability. The cellular phone is provided by the Contractor. The cellular phone will include a phone unit, maintenance, and all service charges for all SPVs.

All costs associated with the cellular phone service will be incidental to the Hourly Service Fees under Section XII. The majority of the communication will be via the cellular phone. This communication effort is a critical element of this Contract and is referred to throughout this document. A summary of these communication elements is as follows:

- Section III-(Introduction Paragraph)-SPVO informs the TMC of a major incident.
- Section III.C-SPVOs to call for assistance at the request of the motorist.
- Section III.A-SPVOs to communicate with and take orders only from the Department, Police, or a local government official in charge of an incident.
- Section III.G- Notifying the TMC of an unattended vehicle.
- Section IV.B- Dispatching of SPV to an incident.
- Section IV.D-SPVO requests the need of additional tow trucks.
- Section V- Motorist requests the service of a tow truck or other assistance.
- Section VI- Motorist requests the service of another tow truck.
- Section VIII- Informing the Police and the Department of an accident involving a SPV.

When the need arises to use the cellular phone to summon assistance for the motorist each disabled motorist will be limited to one local (as defined by the cellular phone service area) three-minute call (a busy signal, voice mail or answering machine or a does not answer, does not qualify as a call).

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.

IV. SERVICE PATROL AREAS

- A. The SPVOs will patrol the Expressway in such a manner so that the SPV is kept continuously patrolling its beat except in accordance with section III F.
- B. The detection of damaged or disabled vehicles will be primarily via the TMC, Police or by the SPVO. However, SPVO will also be dispatched via two-way radio or cellular phone to an incident location by the TMC.
- C. TWO (2) SPVs will be provided to cover the following areas as per the hours of operation under **Section IX**.
 - Patrol Zone 1: I-78 from Route 100 to Route 145, plus Route 22 from I-78 Junction to Route 145, plus 309 from I-78 Junction to Route 22.
 - Patrol Zone 2: Route 22 from Route 145 to Route 33.
 - Dispatch Zone 3: The SPVs will remain in their assigned area and will only enter another area to give assistance at the direction of only the Department of the State Police. The SPVs may be dispatched to other areas of I-78, Route 22, and Route 33 as directed. The Department may adjust or revise these areas during the life of the contract.

The SPVs will remain in their assigned area and will only enter another area to give assistance at the direction of only the TMC OR RTMC or the Police. The department may adjust or revise these areas during the life of the Contract.

- D. Should the SPVO require the service of additional or larger sized tow trucks, they will immediately inform the TMC or the Police. Only the Department or the Police will be permitted to secure the services of additional tow trucks, which may involve calling in the SPV from the adjacent area or may involve calling in a private tow truck utilizing Police resources.

V. DROP-OFF LOCATIONS

The SPVO shall tow the vehicle and transport the vehicle occupants to the next drop-off location in the direction of travel. The motorists can request to call a specified towing firm (“personal request”) or to call a relative/friend to assist them. Should it be impossible to transport the vehicle occupants to a safe area where they can wait for assistance, the SPVO then shall immediately call the TMC to inform them of this and the SPVO will wait with the disabled vehicle and its occupants until the Police arrive. Police have full authority over the incident when present.

SPVOs.

• “C” – VEHICLE DROP-OFF LOCATION TABLE

VI. SECONDARY TOWS

If the motorist does not request a specified towing service, repair facility, or other business or individual to assist him/her at the drop-off location, the Police shall defer to the towing service/regional tow rotation list system that is utilized on the Expressway.

The Contractor may not receive a call for a secondary tow from a drop-off location even if the company participates in the regional tow rotation list and would ordinarily be “next up” on the rotation. The Contractor is eligible for regional tow rotation list tows again at the conclusion of its patrol hours, but not with a SPV.

When a motorist requests the service of a private tow truck, he may elect to call a tow company of his choice or utilize the local phone book in the SPV. The SPVOs are prohibited from giving out the names of any private towing companies or making other arrangements to meet any private towing company or to make any type of contracts with any private towing company. If the motorist needs to be given the names of another towing company, this information will only be supplied by either Police or the Department. The towing company supplying the SPVs and SPVOs is prohibited from conducting any type of secondary tows. The motorist post card required under section III.A.5 must indicate the type of secondary tow used and how the motorist obtained this secondary tow information and where the motorist plans on taking his vehicle for repairs and why.

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

Violations of any portion of section “VI Secondary Tows” is grounds for immediate removal of the SPVO from working under the Contract. Continued violation by different SPVOs is grounds for immediate cancellation of the Contract.

VII. DAMAGE COMPLAINTS

Upon receiving a damage complaint from a motorist assisted by the Contractor, that the Contractor damaged their vehicle while lending assistance, the Contractor shall notify the Department regarding the nature of the damage complaint and its disposition. The Contractor shall reply to the motorist by telephone within twenty-four (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.

If the investigation shows that damage to the vehicle could have been caused by the Contractor, the Contractor shall (within a reasonable time period after receipt of the damage complaint) negotiate in good faith to try and resolve the issue and shall report to the Department the result of the negotiations.

All repair costs resulting from these damage complaints are the responsibility of the Contractor.

VIII. ACCIDENTS INVOLVING SERVICE PATROL VEHICLE

Should any SPV become involved in any type of accident, the following procedures will be followed:

1. The SPVO, if able, will immediately inform the Police and the TMC of the exact nature of the accident and request necessary assistance (ambulance, tow truck) from the Police including the presence of a police patrol officer to investigate the accident and prepare an accident report (required by law for reportable accident).
2. If the accident is non-reportable (vehicles can be moved, no injuries and no fatalities), all vehicles should be removed from the Expressway as soon as possible. If not, the accident scene should be protected by temporary traffic control and flares as may be necessary.
3. The SPVO will adhere to current Commonwealth laws and regulations regarding post-accident procedures, including but not limited to, the exchange of driver information (names, addresses, phone number, and insurance information) and never flee the scene of the accident.
4. The SPVO may only resume the patrol of his area when requirements 1, 2 and 3 above have been satisfied and:
 - The PHP, PSP, or local Police within Service Patrol have prepared a written accident report or have instructed the SPVO that they are unable to do so (applies to non-reportable accidents only).
 - b) The SPV is in a condition to resume patrolling.
 - c) The SPVO is physically able to resume patrolling.
 - d) Department approval has been given to resume patrolling.
5. Should either the SPV and/or the SPVO be unable to resume their patrol area, Contractor must have ONE (1) "Back-up" SPVs and a fully qualified SPVO ready to cover the patrol area on the next regularly scheduled shift.

6. Repairs to damaged SPVs must be made as quickly as possible. The Department and Contractor will meet and review the damaged SPV determine a reasonable length of time to complete all repairs.
7. Every accident involving an SPV will be reviewed by a committee consisting of a representative of the Contractor, the Department and, if applicable, the Police. The main purpose of this review effort will be to ensure that the SPVs are operated in the safest manner possible. Should it be determined by the committee that the accident in question could have been avoided by the SPVO, and then the SPVO may be subject to the following disciplinary actions:
 - First Avoidable Accident- Letter of Reprimand.
 - Second Avoidable Accident- 1 Week Suspension from working under the Contract.
 - Third Avoidable Accident- 1 Month Suspension from working under the Contract.
 - Fourth Avoidable Accident- Removal from working under the Contract.

Although each accident will be weighed on its own merits, SPVOs multiple and continual violations by more than one SPVO may result in more severe actions up to and including Contract termination.

These violations are not intended to be an exhaustive list. The Department reserves the right to characterize any unsatisfactory action as a violation and subject to the above actions.

IX. HOURS OF OPERATION

The Department shall be responsible for the establishing the hours of service of the Contractor. 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 crew hours (if applicable).

Hours of service:

- Am Shift – 06:00 to 09:00 – Monday – Friday
- PM Shift – 15:00 to 19:00 – Monday – Friday
- Weekends and Special Events – As needed.

Routes I-78 from route 100 to route 145, plus Route 22 from I-78 Junction to route 145, plus 309 from I-78 Junction to Route 22 and Route 22 from Route 145 to Route 33. SPVs shifts may be temporarily or permanently changed or extended (such as being called out earlier for special events) at the contract hourly rate. SPVs may also be called out on the weekends at the contract hourly rate. These changes in the normal work shift must and can only be made and authorized by a representative of the Department.

The SPVOs will not normally operate on the following holidays and observed holidays:

**NEW YEARS DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY & THE DAY AFTER
CHRISTMAS DAY**

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

X. SPV VEHICLE AND ACCESSORY REQUIREMENTS

A. The Service Patrol Vehicle

The SPVs must be retrofitted to conform to all the vehicle and equipment specifications contained in Section XVII. **A total of two (2) such SPVs plus one (1) ‘sufficient number of vehicle to maintain service’, SPVs as “back-up” vehicles will be provided by the Contractor.**

Prior to commencement of service, the Department will inspect each vehicle designated for the service patrol to ensure that it meets or exceeds safety requirements. Succeeding 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 provided to complete the shifts of vehicles removed from service. The Contractor will be required to have the “back-up” vehicles available for service at all times. All SPVs must have a current Pennsylvania Vehicle Registration Card and must meet Pennsylvania Vehicle Insurance Requirements.

B. SPV Equipment

Each of the three (3) SPVs (including the “back-up” vehicles) will be equipped at the Contractor’s expense (unless otherwise noted) as per **Section X, SPV Vehicle and Accessories.**

C. Pre-Operation Inspection

The SPVO will be required to complete a pre-operation inspection of the vehicle as well as inventory all the SPV equipment called for in **Section X, SPV Vehicle and Accessories**, 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 item missing must be replaced before the start of the shift. The Department reserves the right to be present at any and all pre-operation inspections and to prohibit the commencement of any SPV patrol if the equipment in the SPV is not in conformance with **Section X, SPV Vehicle and**

Accessories. Should this occur and the correction cannot be made before the patrol is scheduled to begin then the Contractor will be assessed liquidated damages at the rate of twice the hourly SPV rate until the equipment is suitable for service. The time for the assessment of liquidated damages will be measured in hours and include each hour or a portion thereof during which the service is not provided.

• Vehicle Identification and Markings

Each SPV will contain the following identification on each side:

- A vehicle identification number
- The Department symbols
- The name “Expressway Patrol” or similar type of name.
- Sponsorship identifiers, if applicable.
- Vehicles with a 17,501 GVR and over shall follow all applicable markings for a Commercial Motor Vehicle as outlined in CFR 49 Part 390.21, Marking of self-propelled CMVs and intermodal equipment. Please note; if a Contractor choose to use a heavier truck, they must comply with the appropriate markings. In addition, the Contractor shall comply with motor carrier regulations of USDOT markings for Commercial Vehicles.

It is the responsibility of the Contractor to ensure the proper preparation and application of the Sponsor (if applicable) logo onto the SPV Except as set forth below or by Federal Regulation, company names, logos, advertising, or other markings are prohibited. The contractor will be required to keep the vehicle clean and in good appearance.

The Department may direct and require that logos or other identifying markings of freeway service patrol sponsors be displayed on the SPV. The contractor, when directed by the Department, will coordinate with the Department to add such logos or other identifying markings to the SPV at the expense of the Department.

The initial installation of the vehicle wraps will be at the Department’s expense (after discussing with the P3 section, the contract with the sponsor included the initial wrapping of the vehicles for the program, all additional vehicle wraps would be financed from the annual reimbursement for the program. Once initial install the Contractor would be responsible for the maintenance of the wrap just as they would be for paint if it became damaged).

E. Fuel

The Contractor will supply, at his cost, all items required for the operation of the SPV including but not limited to fuel, oil, antifreeze, and lubricants. The Contractor will also supply to any motorists who have run out of fuel a minimum of one (1) and a maximum of two (2) gallons of gasoline or diesel fuel at no cost to either the motorist or the Department.

F. “Back-up” SPVs

The “back-up” SPVs should be rotated with the other regular SPVs. The “back- up” SPVs should have the same appearance as the permanent SPVs with the required identification markings and title. They shall meet all vehicle equipment specifications and will contain all the SPV equipment called for in Section VIII-B. The “back-up” SPVs must be available to be placed into service within 45 minutes of the time a permanently dedicated SPV is taken out of service for any reason other than when involved in an accident as addressed in section VIII. If the vehicles are unavailable within that time frame, the Contractor will be assessed liquidated damages at the rate of twice the hourly SPV rate until the SPV is put into service. The time for the assessment of liquidated damages will be measured in hours and include such hour or a portion thereof during which the service is not provided.

G. Vehicle Maintenance and Storage

All SPVs (including the “Back-up” SPVs) when not on patrol will be stored at the Contractor’s location in a secure area or at another area so designated by the Department.

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

XI. EMPLOYEES/ SPVO REQUIREMENTS

A. General

All SPVOs will be required to have a safe driving record and medical certification. All SPVOs shall be 18 years of age or older. Potential SPVOs will be subject to driving record and criminal background checks by the Department. Potential SPVOs 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 and at any point throughout the life of the contract. Additionally, the SPVOs will be expected to exercise reasonable judgment in carrying out their duties.

• License Required

All SPVOs must have a current Pennsylvania Class C Driver’s license.

C. Special Training and Knowledge

All SPVOs, including back-up drivers, will be required to complete a special Expressway Service Patrol Training Program created and taught by the Contractor or a training organization approved by the PA Towing Association and approved by the Department. The course, to be provided at the cost of the Contractor, will be at least 16 hours in length and shall include education on the details of the Expressway Service Patrol Program, WreckMaster, TIMS, SHARP II, minor vehicle repair, customer service, roadside service safety, CPR and first aid.

No person will be allowed to begin patrolling as an SPVO without attending this mandatory training class. At the end of each 12-month period from the notice to begin the Expressway Service Patrol, the Contractor will prepare and conduct, at its own cost, an 8-hour refresher training course (during non-patrolling hours) for all SPVOs. A Contractor utilizing a SPVO who has not completed the mandatory training class and the refresher course may, following an investigation of the circumstances, have its contract terminated.

The SPVOs will be required to attend training sessions twice per year at the Department's discretion.

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

This training program and refresher course requires approval by the District prior to implementation and must ensure that the SPVO be fully knowledgeable in the following areas:

- Publication 213-Work Zone Traffic Control
- Tow Truck Operation
- Tow Truck Maintenance
- All Towing Safety Procedures
- Tow Truck Preventive Maintenance Procedures
- Tow Truck and Equipment Pre-Operation Inspection Procedure
- Post-Operation Inspection of Tow Truck and Equipment
- Emergency Warning Lights
- American Red Cross (or equivalent) First Aid and CPR
- Review of Routes and Geographic area
- Incident Management Concept Courses ICS 100 and ICS 700
- Traffic Incident Management (TIM) Responder Training as directed by the Department

Incident Management/TIM training as directed by the Department (this is expected to become mandatory as the online training is developed through FHWA rather than marking FSP operators attend a four (4) hour in person training).

D. Uniform and Other SPVOs Equipment

It shall be the responsibility of the Contractor to provide all the SPVOs with at least two uniforms that will be kept clean and will be immediately replaced if they become torn or stained. The uniform will consist of a shirt and trouser and shall meet the most current ANSI reflective standards. The final uniform must be approved by the Department. This uniform will only be worn while patrolling the assigned areas or while traveling to and from the assigned area. The Contractor will also supply SPVOs with protective shoes or boots, jackets, rain gear and hard hats, all of which shall meet both OSHA safety standards and ANSI reflective standards. The Department may direct and require that logos or other identifying markings of freeway service patrol sponsors be displayed on the uniforms. The contractor, when directed by the Department,

will coordinate with the Department to add such logos or other identifying markings to the uniforms at the expense of the Contractor.

The Contractor will furnish at his cost new uniforms and accessories should OSHA safety standards and or ANSI reflective standards become updated during the contract term.

The Contractor will also supply each SPVO with a photo identification card which contains only their name and current photo and no reference to any private tow company. This card will be prominently displayed on their uniform.

E. Driving and/or working under the influence of Drugs or Alcohol

Any use of alcohol or illegal drugs is grounds for immediate removal of the SPVO from working under the Contract. Continued violation by different SPVOs is grounds for immediate cancellation of the Contract.

F. SPVO Behavior

It is anticipated and expected that all SPVOs will be considered as representatives of the Department and their appearance and behavior in front of the general public will be impeccable. Violations of proper behavior and etiquette will not be tolerated. Such violations are listed as follows:

- Poor grooming, poor personal hygiene
- Dirty, torn or worn uniforms
- Sleeping during working hours
- Unsafe acts or violations of traffic laws
- Leaving motorists 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
- 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 patrol area later or leaving patrol area early
- Failure to utilize or wear proper safety gear
- Utilizing personal cell phone while on patrol
- Placement of imagine or mention of the Service Patrol Program on any form of social media

Although each case will be weighed on its own merits, violation of **ANY** of the above items by the SPVO will be dealt with as follows:

- First Offense: Written reprimand
- Second Offense: 1 Week suspension from working under the Contract

- Third Offense: 1 Month suspension from working under the Contract
- Fourth Offense: Removal from working under the Contract

Multiple and continual violations by more than one SPVO may result in more severe actions up to and including Contract termination.

These violations are not intended to be an exhaustive list. The Department reserves the right to characterize any unsatisfactory action as a violation and subject to the above actions.

XII. RECORD KEEPING/REPORTING/AUDITS

The SPVOs are required to call the TMC at the beginning and end of each shift and are required to complete a daily log which documents beginning and ending shift times, vehicle assisted, type of assistance rendered, any time he/she left the assigned beat, and total mileage for the day. 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.

The District TMC will monitor each SPVO level of service to the program on a monthly basis. This level of service is measured by the number of assists each SPVO performs per hour of operation. A level of service, in assists per hour, will be developed by the District and provided to the Contractor. If at any time the SPVO falls below the set number of assists per hour the following courses of action must be taken:

- Consultation with the Department, Contractor, and SPVO to determine why the level of service has dropped. The SPVO will be placed on, “Watch” and the performance will be evaluated once a week for up to four (4) weeks.
- If no improvement is seen during or after the first “Watch”; period, a second consultation and written reprimand will be issued and the SPVO will be considered unresponsive to the program.
- Multiple or continual violations by the SPVO may result in more severe penalties up to suspension and or termination of ability to work under the contract as seen fit by the Department.

XIII. CONTRACTOR SELECTION AND QUALIFICATIONS

Only one (1) Contractor will be selected to provide all the SPVs and SPVOs for the Expressway. The Contractor submitting the lowest hourly rate will be the one selected for this service provided it can meet all of the following qualifications:

1. Reliable documentation of at least six (6) years’ experience in the automotive towing business.
2. A completed and signed bid sheet.
3. Written outline of how the Contractor plans to conduct the required SPVO training Program (**Section XI - C.** of these specifications).

4. A notarized statement that the Contractor shall perform 100% of all Towing Services provided under this contract.

Failure to properly meet these four (4) qualifications and the requirements as outlined above will be justification for the rejection of the low bidder. The Department will have the right to go to the next low bidder providing they meet the above requirements.

XIV. NOTICE TO PROCEED

The term of this service will be as specified in the general requirements of the Invitation to Bid (IFB) and bid documents. Upon execution of the Contract and formal notification by the Department to the Contractor of the notice to proceed, the Contractor will have 180 calendar days to provide the three (3) SPVs and all their equipment and present the credentials of all SPVOs. Failure to provide these items within this time frame is cause for cancellation of the contract.

The Department will inform the Contractor of the date and time to begin the Expressway Service Patrols upon the Department's approval of the following items:

- Surety Bonds, Performance and Payment or acceptable form of guarantee ()
- Insurance Requirements (IFB Terms and Conditions)
- Incident Information Forms (Section III. A. 4)
- Post card Evaluation (Section III. A. 5)
- SPVs and all Equipment (Section X and Section XVII)
- SPVOs Names and Credentials (Section XI)
- SPVO Training Program (Section XI.C)

XV. HOURLY SERVICE FEES/PAYMENT

The Department shall reimburse the Contractor on an hourly basis for services rendered by each SPV during the normal hours of operation. The hourly rate shall be a compensatory rate as set forth in the Contract.

This hourly rate shall be only for those hours when the SPVs are actually on patrol as called for in Section III, IV, V and VII of this Contract. No hourly rates will be paid for in such situation as:

- The "Back-up" SPVs when they are not on actual patrol.
- Removal of the SPV from the Expressway for longer than 20 minutes as permitted under Section III. F of these Specifications.
- Service Patrol Vehicle Operator travel time as per **Section III. A. 3** of these specifications.
- Vehicle Maintenance as per **Section X.G** and **Section XVII** of these specifications.

Overtime, when required by the Department, shall be paid at the straight time rate and paid in quarter hour increments.

Disabled vehicles discovered on the Expressway with the operator present, just at the end of a shift period or discovered by the SPVO while returning to the Contractor's location, will be handled in a normal response manner even if this means staying out beyond the normal end of the shift period. The SPVO must not drive past a disabled vehicle when the operator is present. The SPVO will immediately contact the TMC. The Contractor will be reimbursed for this overtime at a straight time rate paid in quarter hour increments. The SPVOs daily log, incident information form and motorists post card evaluation, will be used to document this overtime work.

Disabled vehicles discovered on the Expressway without the operator present, just at the end of shift period or discovered by the SPVO while returning to the Contractor location will be immediately reported to the TMC. If the disabled vehicle poses no hazard, then no further action by the SPVO is necessary. If the TMC or Police instruct the SPVO to relocate the disabled vehicle to a safer location, the Contractor will then be reimbursed for any overtime in the same manner as if the vehicle had been discovered with the operator present.

The Contractor shall, within five (5) business days after the close of the month, submit an OS-501 form "Confirmation of Service Form" and supporting documentation for work performed during the previous month to the TMC. Once the TMC confirms acceptance of services, the Contractor shall invoice the Department for authorized work performed. Invoices need to be broken down per each SPV and in accordance with Invitation for Bid (IFB) Terms and Conditions. Payment of the invoice will be remitted to the Contractor in accordance with the Invitation for Bid (IFB) Terms and conditions.

XVI. CONTRACT EXPIRATION

At the normal expiration of this contract the SPVs and all their equipment shall be retained by the Contractor for his future use providing that:

1. The SPVs must be immediately returned to their original appearance before being placed in private service by the Contractor. All Department logos and/or sponsor logos must be removed by the Contractor and turned over to the Department. The trucks may not resemble service patrol vehicles in any way.

All costs associated with this work are the responsibility of the Contractor.

2. Before placing the SPVs into private service the Contractor must have a written clearance from the Department that all the requirements of item (XV-1) have been met.

Final contract payment will be held until all the requirements of item XVI have been met.

XVII. SPV SPECIFICATIONS AND REQUIREMENTS

- **SPV SPECIFICATIONS:**

The purpose of these specifications is to describe a 17,500 GVWR dual rear wheel SPV to be used in heavily traveled congested highways. The truck and wheel hoist shall be designed for a one-man operation of short distance towing.

- **Weight Distribution -**

- Weight slip shall be provided with the unit supplied. It is understood that the components specified are minimum and if the truck is not already meeting the requirements, a Manufacturer's Engineering Department will recommend or deem necessary, due to their particular weight distribution, a larger component or a larger G.V.W.R. the burden of responsibility is hereby placed upon the Contractor and the Manufacturer's Engineering Department if an existing truck is being retrofitted to supply a unit that is totally engineered to meet the requirements outlined in this contract. Components shall include, but are not limited to the truck's:

- Frame
- Axle
- Tires
- Steering Components
- Rims
- Suspension
- Brakes
- 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 functioning unit.

In addition to the weight slip provided the following information is required.

- **TRAILER TOWING INFORMATION** - Allowable weight to be towed without brakes 17,500 lbs.

2. Power Train Overview -

- Vehicle shall be 17,500 GVWR capable of handling all the requirements as set forth in this contract.

3. Vehicle Components -

- a. Alarm-backup:
Ref: ECCO 450, shock Mounted

- b. Chassis:
17,500 lbs. G.V.W.R. 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.

- c. Light Bar and Arrow Panel:
Light Bar meeting the requirements of and in accordance with title 75, Pennsylvania Consolidated Status, Section 4572 and 67 Pennsylvania Code, Chapter 173. There shall be 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.

- d. Additional Lights
Provide additional amber warning lights, back up lights, stop/tall/turn lights, and front strobe lights per Department specification. See the attached EQN-115 and EQN-120M sheets for installation details and requirements.

- e. High-Visibility Chevrons
Provide high-visibility chevrons on the rear of the vehicle visible regardless of any sponsor applied logos or design schemes. See the attached EQN-120K sheet for installation details and requirements.

- f. Paint:
Entire unit shall be white unless specifically directed by PennDOT to be hot lime green (per PPG Color Chip 46973).

- g. Safety:
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).

- h. GPS

The Department is providing the initial GPS unit for the vehicles which the contractor is required to install and prevent from damage or theft. This unit will tie into the

Department's existing GPS/AVL tracking system. The Contractor will be required to repair any damaged or stolen equipment at their expense.

4. **Body** - Color to be White. Compartments shall not be open to one another. Compartments shall be adequate size to store/carry all equipment listed under Item 5, "Equipment"
5. **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.
 - CELLULAR PHONE (COMPLETE WITH ON-LINE CELLULAR PHONE SERVICE AND PUSH TO TALK OVER CELLULAR ABILITY)
 - SCANNER
 - TOOLBOX 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
 - WHISK BROOM
 - PAPER TOWELS-2 ROLLS
 - HAND CLEANER
 - TIRE CHOCKS (2 PAIRS)
 - BLANKET
 - PEN AND PAPER
 - CLIP BOARD
 - EMERGENCY PHONE NUMBERS
 - VESTS-2
 - HARD HAT
 - INDICATED ITEMS THAT MAY BE USED BY OR GIVEN TO THE MOTORIST AT NO COST TO THE MOTORIST.
 - TRAILER HITCH (1 7/8 INCH, 2 INCH and 2 5/16 INCH CAPABILITY)
 - ROLL OVER KIT
 - OIL DRY- 5 GALLON PAILS
 - HIGHWAY FLARES
 - 5 GALLON GAS CAN
 - CORDLESS IMPACT WRENCH WITH ASSORTMENT OF SOCKETS
 - JUMPER CABLES AND JUMP PACK

- RECHARGEABLE AIR INFLATOR WITH TRUCK MOUNTED BATTERY CHARGER

6. **Wheel Lift, BOOM and Dollies** - As per manufacturer's specifications and as follows:

- Boom Structural Rating (crane)
Fully retracted 8000 lb. at 30 degrees elevation
Fully extended 6000 lb. at 30 degrees elevation
- Wheel Lift
The recovery vehicle also shall have a wheel lift system with (4) functions:
 - a) The wheel lift shall hydraulically raise and lower
 - b) Extend and retract
 - c) Tilt function independently or simultaneously
 - d) Must be able to complete wheel lift operation while in motion.

The tilt function provides means of engaging either the standard "L Arms" to the towed vehicle on 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

- Each unit shall be equipped with self-loading 4.80 aluminum dollies for use in quick clearance of all-wheeled drive vehicles. The dollies should have a galvanized coating aluminum mounting bunks under body and top mounting brackets for aluminum rails and break over bar along safety straps.

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 minimum 8000lb. planetary winch hydraulic, with boom and wheel lift body on truck chassis as well as a remote inside the cab for complete wheel lift operations while in motion.
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
9. Engine Driven Pump

B. SPV REQUIREMENTS:

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

1. Standards, Codes Rules and Regulations -

- Each unit shall conform to the Pennsylvania 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 for Testing and Materials (ASTM) American Trucking Association (ATA)
American Welding Society (AWS) Battery Council International (BCI)
British Standards Institute (BSI): Limits & 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 & Equipment Association, Inc. (TBEA)

- The vehicle shall be certified for 17,500 lb. Gross Vehicle Weight Rating (GVWR). 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.
- All Original Equipment Manufacturers (OEMS) that participate have full responsibility in fulfilling their contract obligations to the main Contractor.

2. **Scope of Supply -**

- 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 of the latest two model years. All materials, parts and components shall be properly functioning.
- Each unit shall be free of dealer signs and/or emblems.
- All equipment and parts furnished shall be of the Manufacturer's latest model year or latest design for the equipment provided, shall be on his latest listed and published stock models for the equipment provided and shall satisfy this specification.
- 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 have been factory installed and immediately operative. Parts alliance equipment components specified and need to be provided which are not available through the equipment provided by the manufacturer shall conform to the best quality standard known to that industry, both product and installation, and also shall be immediately operative. Units provided in a condition considered to be below customer acceptance level will not be accepted. Items which determine this acceptance level shall include, but not limited to, the general appearance of the interior and exterior of the cab and body for completeness and quality workmanship, lubrication and fluid levels with leaks corrected, mechanical operation of the unit and all systems and electrical components operation. The above items are pre-delivery items.
- Each unit shall be free of dealer and private company signs and/or emblems.
- Each unit shall be clean, lubricated, serviced, assembled, adjusted and ready for "Immediate Operation."
- Each unit shall include full tanks of all fluids including fuel, 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 Vendor from needless liability exposure.

3. **Performance -** The units provided shall have been engineered and designed to produce practical and efficient servicing.

This specification, including all specified components to be retrofitted on existing units, and their Installation, shall be reviewed and approved by the successful “Manufacturer’s Engineering Department,” that would perform the retrofit.

The power package required must be compatible with respect to the engine, transmission, axles, hydraulic system, power steering, and 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. 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 operating at maximum G.V.W.R without exceeding recommended engine rpm value.

The vehicle shall have a grade-ability of 35% when loaded to maximum G.V.W.R without exceeding the engine manufacture’s recommended maximum rpm based on a maximum net torque.

4. **Documentation** - Each unit shall include the proper notarized form(s) to apply for Pennsylvania title and license. “Certificate of origin” statement is required for all existing SPVs. A “vehicle history report” may also be required for existing trucks being retrofitted. The materials required in this contract are subject to reproduction for the Department’s internal use only. By signature on this bid proposal, the Contractor authorizes the Pennsylvania Department of Transportation to reproduce any material including printed materials and training aids, submitted in fulfillment of this contract.
5. **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 at the Contractors or the Contractor’s expense.
6. **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.
7. **Delivery** - A detailed delivery schedule of all outfitted trucks shall be provided after award to inform the Department on the delivery. Delivery time must be specified and such phrases as “as required” “as soon as possible” or “prompt” have no meaning and maybe the cause for rejecting the bid.

XVIII. STRATEGIC ENVIRONMENTAL MANAGEMENT PROGRAM (SEMP) REQUIREMENTS

Prior to the start of any work, the Contractor must comply with PennDOT's Strategic Environmental Management Program (SEMP) requirements. The requirements of this program can be found on the PENNDOT's website at [http://www.penndot.gov/ProjectAndPrograms/RoadDesignEnvironment/Environment/Pollution Prevention/Pages/default.aspx](http://www.penndot.gov/ProjectAndPrograms/RoadDesignEnvironment/Environment/Pollution%20Prevention/Pages/default.aspx) (Go to Projects and Programs , Road Design and Environment, select the blue Environment button, Pollution Prevention and the business partners link).

XIX. SPECIFICATION 2. Worker Protection and Investment

A. Executive Order 2021-06, Worker Protection and Investment

Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal or quote.

XX. ATTACHMENTS

1. Attachment B - Bid Proposal Guaranty Bond
2. Attachment C - Vehicle Drop-Off Location
3. DBE Requirements Appendix
4. Disclosure of Lobbying Activities
5. Federal Audit Clause
6. Federal DBE Assurance
7. FEDERAL NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY
CLAUSES (All Federal Aid Contracts)
8. FFATA Provision
9. Format For Questions
10. FSP Route Map
11. Lobbying Certification Form
12. Pre-Bid Conference Notice
13. SOW LV FSP (2022-2027) LV FSP
14. Title VI
15. Worker Protection Agency Form BOP-2201
16. OS-501
17. Race Conscience Language
18. Race Neutral Language