

FLORIDA DEPARTMENT OF TRANSPORTATION

ADDENDUM NO. 1

DATE: April 25, 2013

RE: RFP #: RFP-DOT-12/13-7013RM

RFP TITLE: Road Ranger Services for District Seven

OPENING DATE: May 7, 2013 at 1:30 PM

Notice is hereby given of the following changes to the above-referenced RFP:

1. **REPLACE:** Attachment "A" District Seven Road Ranger Zone Coverage
2. **REPLACE:** Attachment "C" Road Ranger Sponsorship/Advertisement

Proposers must acknowledge receipt of this Addendum by completing and returning to the Procurement Office, by no later than the time and date of the bid/proposal opening. **Failure to do so may subject the bidder/proposer to disqualification.**

Rosa Morales
Contract Administrator

Proposer

Address

Submitted by (Signature)

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

ATTACHMENT "A"
DISTRICT 7 ROAD RANGER ZONE COVERAGE

| ZONE NUMBER | CENTER LINE MILES | SHIFT | LOCATION |
|-------------------------------------|-------------------|-------------------------------------|--|
| DISTRICT SEVEN MONDAY-FRIDAY | | | |
| 1 | 9 | 12 HR 6:30A-6:30P | I-275 St. Petersburg from North Rest Area for the Sunshine Skyway Bridge to Exit 26 (54th Avenue North) |
| 2 | 12.3 | 12 HR 7:30A-7:30P | I-275 St. Petersburg from Exit 30 (Roosevelt Boulevard) across Howard Frankland Bridge to Tampa Exit 40 (Lois Avenue) |
| 3 | 6.1 | 16 HR 5:30A-1:30P 1:30P-9:30P | I-275 Tampa from Exit 39 (Westshore Boulevard) to I-275 Exit 46 (MLK Boulevard) |
| 4 | 9.9 | 16 HR 5:30A-1:30P 1:30P-9:30P | I-275 from Exit 53 (Bearss Avenue) to I-4 Exit 1 (22nd Street) |
| 5 | 11.3 | 12 HR 6:30A-6:30P | I-275 from Exit 44/45A (Ashley Drive/Scott Drive) to I-4 (MP 0.0) to Exit 10 (CR 579/Mango Road) |
| 6 | 14.6 | 16 HR 5:30A-1:30P 1:30P-9:30P | I-75 from Exit 256 (SR 301) to Exit 270 (Bruce B. Downs Boulevard) |
| 7 | 18 | 12 HR 6:30A-6:30P | SR 60 east, from Rocky Point Road to I-4 Exit 3 (US 41/50th Street) |
| 8 | 15 | 16 HR 5:30A-1:30P 1:30P-9:30P | I-4 from Exit 10 (CR 579/Mango Rd.) to I-4 Exit 25 (CR 542/County Line Road) |
| 9 | 10 | 16 HR 5:30A-1:30P 1:30P-9:30P | I-75 from Exit 275 (SR 56) to I-75 Exit 293 (CR 41) |
| 10 | 11 | 16 HR 5:30A-1:30P 1:30P-9:30P | I-275 from Exit 53 (Bearss Avenue) to I-75 Exit 275 (SR 56) to I-75 Exit 270 (Bruce B. Downs Boulevard) apex |
| 11 | 25 | 16 HR 5:30A-1:30P 1:30P-9:30P | I-75 from Exit 256 (SR 301) to Exit 229 (Moccasin Wallow Road) |
| 12 | 14 | 16 HR 5:30A-1:30P 1:30P-9:30P | I-275 St. Petersburg from Exit 26 (54th Avenue North) to I-275 Tampa Exit 39 (Kennedy Boulevard) |
| 13 | 32.5 | 12 HR 6:30A-6:30P | CONSTRUCTION ZONE: I-275 Tampa from Exit 53 (Bearss Avenue) to I-75 North Exit 285 (SR 52) to I-75 South at Exit 265 (Fowler Avenue) |
| 21 | 18 | 12 HR 6:30P-6:30A | I-275 St. Petersburg from North Rest Area for the Sunshine Skyway Bridge to Exit 30 (Roosevelt Boulevard) |
| 22 | 12.3 | 12 HR 7:30P-7:30A | I-275 St. Petersburg from Exit 30 (Roosevelt Boulevard) across Howard Frankland Bridge to Tampa Exit 40 (Lois Avenue) |
| 23 | 32.5 | 12 HR 6:30P-6:30A | CONSTRUCTION ZONE: I-275 Tampa from Exit 53 (Bearss Avenue) to I-75 North Exit 285 (SR 52) to I-75 South at Exit 265 (Fowler Avenue) |
| 25 | 15 | 12 HR 6:30P-6:30A | I-275 from Exit 39 (SR 60/Memorial Boulevard) to I-4 Exit 10 (CR 579/Mango Road) |
| 27 | 13 | 12 HR 6:30P-6:30A | SR 60 east, at Rocky Point Drive to I-275 Exit 53 (Bearss Avenue) |

ATTACHMENT "A"
DISTRICT 7 ROAD RANGER ZONE COVERAGE

| VETERANS/SELMON MONDAY-FRIDAY | | | |
|---------------------------------------|------|--|---|
| T1 | 12.8 | 14 HR 6:00A-4:00P 4:00P-8:00P | Veteran's Expressway (SR 589), Milepost 0.0 (SR60) to Milepost 12.8 (Van Dyke Road Interchange) |
| E1 | 14 | 12 HR 6:30A-6:30P | Leroy Selmon Expressway (Gandy Boulevard to I-75) |
| DISTRICT SEVEN SATURDAY-SUNDAY | | | |
| 7 | 13 | 12 HR 6:30A-6:30P | SR 60 east, from Rocky Point Drive to I-275 Exit 53 (Bearss Avenue) |
| 21 | 18 | 24 HR 6:30A-2:30P 2:30P-6:30P 6:30P-6:30A | I-275 St. Petersburg from North Rest Area for the Sunshine Skyway Bridge to Exit 30 (Roosevelt Boulevard) |
| 22 | 13 | 12 HR 7:30A-7:30P | I-275 St. Petersburg Exit 30 (Roosevelt Boulevard) across Howard Frankland Bridge to Tampa, Exit 40 (Lois Avenue) |
| 25 | 27 | 12 HR 5:30A-1:30P 1:30P-6:30P | I-275 from Exit 46 (MLK Boulevard) to I-4 Exit 10 (CR 579/Mango Road) |
| 26 | 14.6 | 16 HR 5:30A-1:30P 1:30P-9:30P | I-75 Exit 256 (SR 301) to Exit 270 (Bruce B. Downs Boulevard) |
| 27 | 13 | 12 HR 6:30P-6:30A | SR 60 east, from Rocky Point Drive to I-275 Exit 53 (Bearss Avenue) |

tow truck zone

ATTACHMENT "C"
SPONSORSHIP/ADVERTISEMENT
ROAD RANGER SERVICES FOR DISTRICT SEVEN

1. Department grants the Vendor a non-exclusive right to secure sponsors/advertisers for Road Ranger Program vehicles and/or uniforms within Vendor's contract responsible coverage areas. Vendor may use space on Road Ranger Program vehicles and/or uniforms to identify the sponsor/advertiser in the form and manner prescribed in this Attachment.
2. Except as stated in this attachment, at its sole cost, expense and effort, Vendor shall be responsible for negotiating and securing the sponsorship/advertising, subject to Department's prior approval as specified herein, as well as, incurring any cost associated with the procurement, development, design, and application of the sponsor's/advertiser's name and/or logo on the vehicles or uniforms.
3. Revenues generated from advertisements or sponsorships shall be utilized only for providing Road Ranger service unless otherwise stated in this attachment. In the event that sponsorship revenues exceed the amount in the fiscal year budget, those revenues will be utilized for Road Ranger Program Patrol enhancements as provided by the Districts.
4. Any payments from sponsors/advertisers to Vendor for sponsorships/advertisements shall be in monetary form; in-kind services (barter agreements) shall not be permitted.
5. A company or organization may be a sponsor or advertise in multiple Department Districts; however, each sponsorship/advertisement agreement must be negotiated separately within each District pursuant to the terms of the Agreement and this Attachment.
6. Providing a sponsorship or placing an advertisement on a Road Ranger Program vehicle or uniform shall not entitle the sponsor or advertiser with the ability to determine or affect changes in Road Ranger Patrol areas, beats or zones.
7. Road Ranger Program Vehicles may include incorporating sponsor's/advertiser's logo/theme; may only be placed upon Road Ranger Program vehicles upon prior written consent and approval of Department which may be granted or withheld by Department within its sole discretion, reasonably or unreasonably; and, must comply with the following requirements:
 - a. Underlying color must remain white, with standard sized FDOT logo with the words "A free service provided by FDOT and Sponsors" will be displayed on the driver and passenger side doors. "A free service provided by FDOT and Sponsors" must also be displayed in black letters on the rear of the truck.

- b. Sponsor's/advertiser's logos may be placed on the rear quarter panel of both sides of the vehicle, on the rear of the vehicle or the hood of the vehicle, such that the placement of the advertisement does not obscure safety lighting or markings. Sponsors/Advertisers will supply logos/materials for the vehicles. Vendor shall be solely and exclusively responsible for the maintenance of the sponsorship/advertisements media, and Vendor shall at all times keep the advertisements in first class, like-new condition. In the event of an accident where the logo/material is damaged, vehicle repair will be undertaken by Vendor and logos/materials will be provided by the sponsor/advertiser. The vendor is encouraged to review advertisement placement with the District Contract Manager prior to entering into any agreement with a sponsor/advertiser.
 - c. If a sponsor/advertiser changes logos or slogans during the contract term, the sponsor/advertiser will be responsible for costs associated with the change on the vehicle and promotional materials and shall allow Vendor to schedule those changes or modifications so that service is not interrupted.
 - d. When a sponsorship or advertising period concludes, Vendor shall promptly cause the advertisements to be removed from all Road Ranger program vehicles or uniforms.
 - e. The application, removal, replacement and repair of advertisements shall be conducted in such a manner so as not to interfere with the level of service required in the Agreement.
8. Road Ranger Program uniforms may include incorporating sponsor's/advertiser's logo/theme; may only be placed upon Road Ranger Program uniforms upon prior written consent and approval of Department which may be granted or withheld by Department within its sole discretion, reasonably or unreasonably; and, must comply with the following requirements:
- a. Uniform shirts shall have FDOT logo and driver name.
 - b. Shoulder patches from sponsors/advertisers will be permitted.
 - c. Sponsors/advertisers may also place additional patches on the front and back of the driver's shirt with the understanding that required safety apparel may obscure logos or patches.
 - d. Hats/Caps with sponsor's/advertiser's logo may be worn by the drivers; the sponsor/advertiser must provide hats/caps to Vendor for use by the drivers. The use of high visibility colors on caps is encouraged for safety reasons.
 - e. If a sponsor/advertiser change logos or slogans during the contract term, or if a sponsor/advertiser withdraws from sponsorship/advertising, during the contract term that sponsor/advertiser will be responsible for cost associated with the

purchase of new shirts or hats/caps of the same quality and providing the shirts to Vendor. Additionally, sponsors/advertisers shall provide additional patches to replace those on shirts that become unserviceable.

- f. The application, removal, replacement and repair of advertisements shall be conducted in such a manner so as not to interfere with the level of service required in the Agreement.
 - g. When a sponsorship or advertising period concludes, Vendor shall promptly remove the sponsorship/advertisement from all Road Ranger program uniforms.
9. Sponsors/advertisers are permitted to use photographs of vehicles in advertising promotions or campaigns. Sponsors/advertisers may also use the driver's image upon written consent of the driver. Sponsor/advertiser shall arrange for promotional use of Road Ranger Program vehicle a minimum of three weeks in advance of date required. Promotional use of the Road Ranger vehicle and driver may not be granted if normal operations are impacted by this use. Promotional use requests may also be denied if Road Rangers are supporting or projected to be needed for Emergency Response operations. Vendor will be paid normal hourly rate (FDOT contract rate) for promotional time by the sponsor/advertiser. Any promotional use of a Road Ranger Program vehicle shall be conducted in such a manner so as not to interfere with the level of service required in the Agreement.
10. Vendor may consider the use of coupons, an advertising booklet, or other promotional materials that can be provided to motorists from their sponsors/advertisers, as long as all sponsors/advertisers have been given the opportunity to provide such coupons, advertising, or other promotional materials; and all materials are provided at the same time. The coupons, advertisements, or other promotional materials must represent the sponsors/advertisers on the Road Ranger Program vehicles or uniforms. If any such materials are provided to the public they must be provided at the time of assistance. Any such coupons, advertising, or other promotional materials are subject to Department's prior written consent and approval which may be granted or withheld by Department within its sole discretion, reasonably or unreasonably. Promotional materials must be in compliance with all State and Local Laws and consistent with the advertising guidelines in this amendment. The handling of such materials must not interfere with the Road Ranger's operations and will only be issued during non-emergency situations.
11. Vendor shall make a good faith effort to ensure that companies seeking sponsorship or advertising on Road Ranger vehicles are in good standing within the local business community and the Better Business Bureau.
12. Department will review all prospective sponsorships/advertisements and contracts or agreements. Vendor shall not enter any contracts or agreements with potential sponsors/advertisers regarding Road Ranger Program sponsorship/advertising without Department's prior written consent and approval of the proposed contract or

agreement, which may be granted or withheld by Department within its sole discretion, reasonably or unreasonably.

13. Department shall have the sole discretion to approve or disapprove content and reject any sponsorships/advertisements that it believes is not in its best interests or the best interests of its customers or the State of Florida. Vendor shall at all times keep in mind that Florida is traveled by families with small children and that all advertisements should be appropriate for viewing by audiences of all ages, including small children.
 - a. Vendor should submit a draft of each contract/agreement to the FDOT Contract Manager prior to executing the final agreement with an advertiser.
 - b. The draft should include a complete description of any and all advertising text and images and a to-scale drawing or photograph showing their placement on the Road Ranger vehicle.
 - c. The draft should include a complete description of any and all patches or other additions to the Road Ranger uniform and a to-scale drawing or photograph of each, including their location on the uniform.
 - d. If the advertiser is furnishing or advertising on a cap/hat, complete descriptions and drawings or photographs should also be included.
14. Any contracts secured by Vendor for the placement of sponsorships and/or advertising involves only the commercial interests of the sponsor/advertiser and its audience and thus shall maintain the dignity and integrity of Department and the State. While all proposed sponsorships/advertisements are subject to Department's review and approval, the following is a non-exclusive list of products and content that is strictly disallowed as part of any sponsorships/advertising :
 - a. Tobacco products;
 - b. Alcohol products (beer, wine, liquor);
 - c. Illegal drug use or drug paraphernalia;
 - d. Words or images of weapons;
 - e. Any images of illegal materials;
 - f. Political sponsorships/advertisements;
 - g. Religious sponsorships/advertisements;
 - h. Advocacy sponsorships/advertisements;
 - i. Adult-oriented sponsorships/advertisements; and,
 - j. Sponsorships/advertisements containing words or images that are obscene, vulgar or otherwise inappropriate for viewing by audiences of all ages.
15. Vendor is prohibited from seeking sponsorship/advertising from other towing companies.

16. Department shall be entitled at all times to be advised, at its request, of a summary of current sponsorships/advertisements contained on each Road Ranger Program vehicle or uniform, as well as each sponsorship/advertisement start and completion dates.
17. Vendor shall provide the Department with complete legible copies of all written agreements entered into by Vendor and any sponsors/advertisers for Road Ranger Program vehicles or uniforms within seven (7) calendar days of the full execution of any such signed agreement(s).
18. Vendor shall be permitted to retain and utilize up to 15% of collected sponsorship/advertising money to actively recruit sponsors/advertisers or pay for the services of a marketing agent for the sole purpose of obtaining sponsors/advertisers. Any money not utilized for this purpose must be used as provided in this Attachment.
19. All funds generated from sponsorships or advertisements that are the subject of this Attachment shall be used and employed for the sole purpose of supplementing Department funding for the Road Ranger Program. The only exception is the Vendor shall be permitted to retain and utilize up to 15% of collected sponsorship/advertising money to actively recruit sponsors/advertisers or pay for the services of a marketing agent for the sole purpose of obtaining sponsors/advertisers. Use of any such funds for any purpose other than supplementing Department funding for the Road Ranger Program, except as provided above, shall be grounds for termination of the Agreement and this Attachment. At all times material hereto, Vendor shall maintain current and accurate accounting of all funds generated pursuant to the sponsorships or advertisements referenced in this Attachment, as well as all costs and expenses incurred by the Vendor, Department, including its agents, employees and assigns, may enter the business premises of Vendor and inspect and copy the a counting records referenced in this paragraph.
 - a. Vendor shall provide a monthly statement of advertising income and contract service hours provided from same.
 - b. The statement shall include the remaining balance of advertising income in any and all contracts/agreements that the contractor has with advertisers.
 - c. The statement shall be provided at the same time as the monthly invoice for service.
 - d. All beats made possible by the advertising income shall continue to be performed at the Department's discretion.