

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FREEWAY SERVICE PATROL TOWING SERVICES

REQUEST FOR BID PROPOSAL

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1.0 EXAMINATION OF RFP DOCUMENTS

Bidder shall be solely responsible for examining, with appropriate care, the Request For Proposal (RFP) documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of proposal, or the performance of the work in the event Bidder is selected. Failure of the Bidder to so examine and inform itself shall be at its sole risk and no relief for error or omission will be given.

2.0 INTERPRETATION OF RFP DOCUMENTS

Bidder may request of the Commission in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents as described in Section 3.0. Where such interpretation or clarification requires a change in the RFP Documents, the Commission will issue an Addendum. Bidder shall acknowledge receipt of any and all Addenda in its Proposal Letter. The Commission shall not be bound by and Bidder shall not rely on any oral interpretation or clarification of the RFP Documents.

3.0 QUESTION AND ANSWER PROCESS

Questions regarding the content, intent or procedural matters of this RFP should be addressed to:

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Riverside County Transportation Commission
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Mailing Address: PO Box 12008
Riverside, CA 92502-2208
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For clarity purposes, it is requested that all questions be submitted in writing. Questions received by 4:00 p.m. on Thursday, November 9, 2006 will be reviewed and answered at the **mandatory pre-bid meeting** scheduled for **Tuesday, November 14, 2006 at 10:00 a.m.** in Conference Room A, at the Commission office. Following the mandatory pre-bid meeting, questions may be submitted in writing until 4:00 p.m. on Friday, November 17, 2006. Responses, if any, to written questions received after the pre-bid meeting will be made in writing and distributed via email to all pre-bid meeting attendees. Any Bidder questions received by RCTC after 4:00 p.m. on Friday, November 17, 2006 **WILL NOT** be acknowledged or answered.

Please note that potential Bidders should NOT contact RCTC Board Members or their staff regarding any aspect of this RFP. It is intended that the selection of a consultant shall be made on merit alone, based on the processes and criteria set forth in the RFP. Violation of this condition shall, at RCTC's sole discretion, be cause for immediate disqualification of a Bidder's proposal.

4.0 SCOPE OF SERVICES

This Request for Bid Proposal (RFP) is being advertised by the Riverside County Transportation Commission (Commission) to provide a Freeway Service Patrol (FSP) service. The Commission is the short range transportation planning agency for Riverside County. The Commission has entered into a Memorandum of Understanding with the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP) to fund peak hour freeway service patrols on selected freeway segments in Riverside County.

Section 21718 (a) of the California Vehicle Code specifically authorizes the CHP to be responsible for freeway service patrols stopping on freeways for the purpose of rapid removal of impediments to traffic. Article 3, Section 91, of the Streets and Highways Code, states that Caltrans has responsibility to improve and maintain the state highways. Caltrans also has the responsibility for traffic management and removing impediments from the highways.

If awarded a contract, the Contractor shall have 45 days after the notice to proceed in which to acquire the required equipment, have it inspected, hire and train drivers and be operable. Any company who cannot meet the 45 day operational requirement shall not be awarded a bid.

4.1 Contract Representatives:

The Commission, Caltrans and the CHP will jointly oversee the service. CHP is responsible for dispatch services to incident locations within the vehicle's patrol limits. The dispatching will be done in accordance with the contract for the service. A manual will be given to the successful Contractor explaining the types of incidents to which his/her vehicle operators may be dispatched.

4.2 Beat Descriptions:

The Freeway Service Patrol operates on selected freeway segments referred to as beats. Each beat has specific turnaround locations and designated drop locations identified by the CHP. Attachment "A-1" shows the specific limits, number of tow trucks, number of back-up trucks and hours of operation and Attachment "A-2" details the tentative holidays on which the cost of each beat shall be based. The Commission reserves the right to add or delete holidays to the work schedule. Travel time to and from the beat will be at the expense of the Contractor.

At any time during the contract's terms, the Commission reserves the right to adjust beat specifications to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted during the service hours of operation, the Contractor may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat.

4.3 Description of Service:

The purpose of the project is to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where conditions permit, safe removal of small debris will be required. Contractor vehicles shall be exclusively dedicated to the service during the hours of operation. All vehicle maintenance activities shall be conducted during non-service hours.

The Contractor's vehicle operators shall assist motorists involved in minor accidents and those with disabled vehicles. They shall be responsible for clearing the freeway of automobiles, small trucks and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions do not warrant, vehicle operators will remove the vehicles from the freeway to provide service. The vehicle operators shall continuously patrol their assigned beat, respond to CHP dispatchers for service, use the designated turnaround locations and use the CHP identified designated drop locations.

Freeway Service Patrol vehicle operators may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. Vehicle operators may spend a maximum of 10 minutes per disablement in attempting to mobilize a vehicle.

All Freeway Service Patrol services will be provided at no cost to the motorist. FSP vehicle operators will not be allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. To promote a safe work environment and to maintain a level of professionalism, the CHP has developed a set of Standard Operating Procedures for the FSP program that must be followed by the tow company and their vehicle operators. Drivers found not to be complying with FSP procedures may be suspended or terminated from the FSP program and the company may be fined at the discretion of the FSP Field Supervisors.

If a vehicle cannot be mobilized within the ten-minute time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP vehicle operator to call the CHP Communications center to request a CHP rotational tow or other services. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during the Freeway Service Patrol shift unless called as a rotation tow by CHP. If called as a rotation tow after a Freeway Service Patrol shift, the vehicle operator must remove all Freeway Service Patrol markings and change his/her Freeway Service Patrol uniform.

There may be some instances where FSP vehicle operators may be requested to provide assistance to CHP officers. Freeway Service Patrol vehicle operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the Freeway Service Patrol program.

4.4 Equipment Requirements:

A. Tow Truck Requirements:

Vehicles will be exclusively dedicated to the Freeway Service Patrol during its hours of operation.

The Freeway Service Patrol will utilize at a minimum, Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks and beds used in the Freeway Service Patrol program shall be less than five (5) years old and free of any physical damage.

Prior to commencement of service, the CHP will inspect each vehicle designated for the Freeway Service Patrol to ensure that it meets the vehicle specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the CHP. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and Contractor's base office. Any unsafe or poorly maintained vehicle(s) or improperly equipped vehicle(s) shall be removed from service or repaired as directed by the CHP, and the Contractor shall be fined at three (3) times the Contractor's hourly rate plus the loss of revenue for the down time. Spare vehicles will be required to complete the shifts of vehicles removed from service. The Contractor will be required to have a spare vehicle available for service at all times.

Freeway Service Patrol vehicles bearing the service patrol title, logo, and vehicle identification number shall be painted white (includes the hood, fenders, doors and bed area-the entire truck is to be painted white). No trim will be allowed. Lettering shall be in block lettering, and shall be no greater than four (4) inches in height. Lettering can only be black, blue or red in color. The tow operators company name will be permitted on the boom of the truck (per CHP's approval); however, the lettering must be of the same color as the lettering on the side of the truck. No other accessory equipment or signage shall be mounted or installed without prior CHP approval. This includes but is not limited to bras, chrome wheel covers, or window tint.

Each tow truck shall be equipped, as a minimum, with the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 5,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 5/16" alloy or OEM specs., J&T hook assembly.

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7. Rubber face push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system that shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the Freeway Service Patrol vehicle when the FSP vehicle is adjacent to the rear of the disabled vehicle.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the Contractor's base office.
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights.
19. Thomas Brothers or other suitable map.
20. Safety chain D-ring or eyelet mounted on rear of truck.
21. Motorcycle Straps (2)
22. Diesel fuel in plastic jerry cans (5 gallons)
23. Unleaded gasoline in plastic jerry cans (5 gallons)
24. Safety chains min. 5 ft. (2)
25. First aid kit (small 5" x 9") (1)
26. Fire extinguisher aggregate rating of at least 4 B-C units (1)
27. Pry bar - 36" or longer (1)
28. Radiator water in plastic container (5 gallons)
29. Sling crossbar spacer blocks (2)
30. 4" x 4" x 48" wooden cross beam (1)
31. 4" x 4" x 60" wooden cross beam (1)
32. 24" wide street broom (1)
33. Square point shovel (1)
34. Fuses (highway flares), 15 minute, or (36)
Fuses (highway flares), 30 minute (20)
35. Cones 18" (6)
36. Hydraulic jack, 2-ton, floor (1)
37. Four way lug wrench (1 std.) (1)
38. Four way lug wrench (1 metric) (1)
39. Rechargeable air bottle, hoses and fittings to fit
tire valve stems, 100 psi capacity (1)
40. Flashlight and spare batteries (1)
41. Tail lights/brake lights, portable remote
with extension cord (1 set)
42. Booster cables, 25 ft. long minimum, 3-gauge copper
wire with heavy-duty clamps and one end adapted to
truck's power outlets (1 set)
43. Funnel, multi-purpose, flexible spout (1)
44. Pop-Up Dolly, portable for removing otherwise
untowable vehicles (1)
45. 5-gallon can with lid filled with clean absorb-all (1)
46. Empty trash can with lid (5 gallon) (1)
47. Lock out set (1)

Each Freeway Service Patrol truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the Contractor's option and expense.

- | | |
|---|---------------|
| 48. Screwdrivers— | |
| ▪ Standard-1/8", 3/16", 1/4", 5/16" | (1 each, min) |
| ▪ Phillips head - #1 and #2 | (1 each, min) |
| 49. Needle nose pliers | (1) |
| 50. Adjustable rib joint pliers, 2" min. capacity | (1) |
| 51. Crescent wrench - 8" | (1) |
| 52. Crescent wrench - 12" | (1) |
| 53. 4 lb. hammer | (1) |
| 54. Rubber mallet | (1) |
| 55. Electrical tape, roll | (1) |
| 56. Duct tape, 20 yard roll | (1) |
| 57. Tire pressure gauge | (1) |
| 58. Mechanic's wire (roll) | (1) |
| 59. Bolt cutters | (1) |

The vehicle operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the required equipment prior to the start of each shift. An inspection/inventory sheet shall be completed by the vehicle operator prior to the start of each shift and be available for inspection. The sheets must be kept on file at the Contractor's office and available for CHP inspection upon request. Any item missing must be replaced prior to the start of the shift. All equipment stored on top of the truck shall be secured to the truck.

B. Spare Vehicles:

The Contractor shall be required to have one spare certified FSP tow truck available per beat. The spare vehicle should be used when a regular vehicle is unavailable. The spare vehicle shall be painted the required color with the required identification markings, title, and logo. It shall meet all the vehicle equipment specifications.

C. Vehicle Breakdown and Other Missed Service:

The spare vehicle must be in service on the beat within 45 minutes of the time a permanently dedicated vehicle is taken out of service for any reason. The Contractor shall not be paid for the time period that the contractually required number of trucks is not in service. If a vehicle is not made available within the 45 minute time period, the Contractor shall be fined three (3) times the hourly contract rate in 1 minute increments until a replacement vehicle is provided. If a truck is not ready due to breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate. Vehicle maintenance will be performed during non-service hours.

D. Vehicle Identification:

It shall be the vehicle operator's responsibility to place detachable Freeway Service Patrol markings on each vehicle during the service hours and to remove the detachable markings immediately upon completion of each shift. The Commission will supply each Contractor with the appropriate number of detachable markings for his/her beat(s). If a marking is lost or damaged, the Contractor shall be responsible for the cost of the replacement markings. All Freeway Service Patrol markings shall be returned at the termination of the contract. The cost of any Commission and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

Freeway Service Patrol markings as well as vehicle numbers shall be required on both sides of all trucks. The vehicle operator shall be required to keep the title and logos clean and in readable condition throughout the service patrol's operation.

E. Communications Equipment:

Each Freeway Service Patrol vehicle shall be equipped with various communication devices that will enable the vehicle operator to communicate with the CHP Communications Center. All vehicles shall be equipped with an Automatic Vehicle Location (AVL) system, radios, and handheld/PDAs for text messaging, email, and data collection. The AVL system, radios, GPS, handheld/PDA equipment shall be purchased, owned and supplied by the Commission. The Commission shall select the equipment installation vendor.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment provided by the Commission. The Contractor shall be liable for any damage other than normal wear and tear to the Commission owned communication equipment. The Contractor shall also be liable for the full replacement value of said equipment installed in the contractor trucks. The Commission shall deduct repair fees as well as the full replacement cost of any Commission equipment from any payments due to the Contractor under this agreement. The Commission supplied communications equipment shall be returned upon contract termination. The cost of any such equipment not returned shall be deducted from the Contractor's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the Contractor and shall be installed in all vehicles. The Contractor is also required to use Nextel cell phones for communications with CHP Communications Center and CHP Field Supervisor. Nextel cell phones shall be purchased and maintained by Contractor. Contractor will also be responsible for all operating costs as well.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the Freeway Service Patrol vehicle when the FSP vehicle is adjacent to the rear of the disabled vehicle.

The Contractor shall purchase and maintain a computer workstation with high speed internet access and email to communicate with Commission staff, and transfer FSP data collected with handheld/PDA units. Handheld/PDA units will need to be downloaded at the end of each shift to the computer workstation; therefore the computer workstation will need to be easily accessed by office personnel or drivers after each shift. The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater with at least 256MB memory, 10 gig hard drive, network card, CDROM, IrDA Infrared port (or USB IrDA Infrared Adaptor), optical mouse, keyboard and monitor. The computer workstation shall be equipped with the following software; Windows XP, AntiVirus software (Norton, McAfee, Trend Micro), email software, and Microsoft Access (version 2002 or greater).

The Contractor must ensure that the computer equipment and Handheld/PDA units are inspected and cleaned on a quarterly basis, or as needed. This includes updating operating systems with security patches, loading system updates, and cleaning the interior of the computer work station. All Handheld/PDA units should have the exterior protective case cleaned (protective outside case) and the stylus and screen protector shall be inspected for functionality and serviceability. Worn items shall be immediately reported to RCTC.

All workstations and Handheld/PDA's must be kept in a secure location. During non-FSP operational hours, Handhelds/PDA's shall not be left in a tow vehicle. All Handhelds/PDA's must be connected to a battery charger in the secure workstation area during non-FSP operational hours.

The Contractor will also be required to install remote access software that will allow for database file sharing. The work station shall be on at all times so that RCTC staff can access database files.

The contractor shall review data input from the Handhelds/PDAs at least once a week. Data shall be reviewed using the pre-defined reports created in Microsoft Access on the workstation computer. The contractor shall review data for accuracy, and ensure that any errors and/or edits to the data are documented and forwarded to RCTC for review.

The Contractor shall provide an annual inspection report to RCTC indicating the status of all equipment. RCTC will provide the submittal form.

The Contractor shall allow RCTC staff or its representative access to all

RCTC purchased equipment (i.e. the workstation and Handheld/PDA units) at anytime.

F. Vehicle Operators:

All potential vehicle operators shall be required to have a safe driving record and current Class C driver's license. All vehicle operators shall be 18 years of age or older. Potential vehicle operators shall be subject to driving record and criminal background checks through the California Highway Patrol. Potential vehicle operators shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Freeway Service Patrol equipment to provide safe and proper service. Any certified driver from other FSP areas will be evaluated on a case by case basis. All potential vehicle operators must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the vehicle operators will be required to exercise good, sound judgment in carrying out their duties.

Vehicle operators shall be required to inform the CHP Communications Center at any time he/she leaves the assigned beat for more than 10 minutes. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The vehicle operator shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown. The Freeway Service Patrol vehicle operator shall be required to complete assist records for each incident.

The CHP, Caltrans, and the Commission maintain strict drug and alcohol policies. Any Freeway Service Patrol vehicle operator found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the Contractor. The Contractor shall be responsible for providing a certified replacement driver for that vehicle.

The Contractor shall permanently remove any vehicle operator convicted of a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, from duties under the FSP program. The Contractor shall immediately suspend any vehicle operator charged with any of the above crimes from duties under this program pending the outcome of the criminal case. If the vehicle operator is not convicted, or is ultimately convicted of a lesser crime not described above, the Commission retains the right to have the Contractor remove that vehicle operator from the duties under the FSP program and reassign the vehicle operator to a non-Commission contract.

All vehicle operators, including back-up drivers, shall be required at Contractor's expense to complete the CHP two-day training program which costs up to \$50.00 per driver. Contractors shall pay all Freeway Service Patrol operators and back-up drivers for attending the training. No driver will be allowed to begin patrolling without attending the mandatory training

classes. Any vehicle operator who is found on patrol without completing the mandatory training classes may be prohibited from further Freeway Service Patrol service and the Contractor's contract may be terminated immediately.

Mandatory CHP refresher training classes shall be scheduled during non-Freeway Service Patrol hours. A minimum of eight (8) hours refresher training per year shall be required (at Contractor's expense).

Vehicle operators will be required to utilize a Handheld/PDA to input information about each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc.. Vehicle operators will be trained on using Handheld /PDA units to enter data using RCTC data collection software, and using a Handheld/PDA unit to communicate with CHP staff while in the field.

G. Operator Equipment:

It shall be the responsibility of the Contractor to provide the vehicle operator with specified uniforms, shoes, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have two way zip front with heavy duty brass zipper. Coverall or shirt sleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coveralls/shirts shall come to within approximately 1 inch of the inside forearm when the wearer's arm is bent at a 90 degree angle.

The coveralls shall have shape holding sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. H.D. Lee Company style No. 018-3041 (Navy Blue) or Commercial Uniform Co. style No. 201 (Navy Blue) or equal. All main seams shall be at least double stitched with good quality thread.

Shirts or coveralls shall have one or two chest pockets. Single pocket coveralls/shirts shall have the chest pocket placed on the left.

The first initial of the first name and full last name shall be sewn above the right chest pocket so that it shall be clearly visible with the collar open. Letters shall not exceed ½ inch. A detachable metal nameplate may be worn in place of the embroidered name at the Contractor's option.

A safety vest with reflective white stripes shall be worn. The safety vest shall be orange or lime-green in color. A small Freeway Service Patrol logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform. A large Freeway Service Patrol logo (patch) shall be sewn across the middle portion of the back of each safety vest. The name of the vehicle operator shall be displayed on the front of the safety vest over the right front pocket of the uniform.

All Freeway Service Patrol vehicle operators shall wear general duty black work boots with protective steel toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the uniform shirt/jumpsuit. A navy blue jacket may also be worn at the Contractor's option, if it meets all the uniform specifications.

Rain gear shall be waterproofed material, yellow in color. Reflective 2" white tape shall be applied to both sleeve cuffs and both leg cuffs and across the upper back.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" shoulder patch sewn on the hat above the brim is optional. No other logos/names shall be accepted.

A picture of the uniform is provided in Attachment "A-3", FSP Uniform Requirements.

H. Local Office:

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority to conduct business and make decisions on behalf of the Contractor. The office shall have business hours coinciding with Contractor's beat(s) hours of operation. In Attachment "B-7", Contractor Representative Form, the Contractor is required to designate representatives who will be available at the office during hours of operation to make decisions on behalf of the Contractor. The office shall be established within close proximity to the Contractor's beat(s).

The Contractor shall also provide telephone service through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the Contractor can be contacted during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. A fax machine shall be provided for invoicing and noticing purposes.

5.0 BIDDER QUALIFICATIONS

All potential Bidders must have a business license, five (5) years' experience in operating a tow service, and, at a minimum, three (3) years' experience of CHP rotation tow service. Additionally, the potential Bidder must comply with all Federal, State and Local laws governing the operation of a tow service in the community in which the beat is located.

6.0 PREPARATION OF PROPOSALS

6.1 General Format of Proposal:

Proposals shall be prepared on bound 8-1/2" x 11" paper, with all text clear of binding. Use of 11" x 17" foldout sheets should be limited.

6.2 Proposal Content:

Bidders shall include all forms shown in Attachment "B" including:

- B-1 Proposal Letter
- B-2 Experience/ References Contractor Representative Form
- B-3 Qualifications of Project Staff/ Project Management
- B-4 Proposal Form
- B-5 Time and Material Bid Form
- B-6 Disclosure of Campaign Contributions to Commissioners Form
- B-7 Contractor Representative Form

7.0 COST AND PRICE PROPOSAL

The Bidder shall provide a firm and fixed rate specifying a price per service hour to perform all of the work specified in the Scope of Services.

The proposal price shall be based on an hourly cost for supplying the required number of FSP vehicles and operators for beat hours of operations as described in Attachment "A", Scope of Services, as well as for furnishing all labor, materials, tools, equipment, operating costs, insurance, overhead and incidentals as defined in Request for Proposals. Each proposal shall include the year, manufacture, model, EPA miles per gallon, current mileage, and vehicle identification number (VIN) of each truck that will be used for the beat. The same information shall be provided for spare vehicle. If a Bidder does not own the vehicles, but plans to acquire the vehicles, a statement as to how the vehicles will be acquired and the time line for acquisition shall be provided.

8.0 MODIFICATION AND ALTERNATIVE PROPOSALS

Bidder shall submit a proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed enclosure in accordance with 11.0 "SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE" instruction herein.

Unauthorized conditions, limitations or provisions attached to a proposal may render it invalid and cause its rejection. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic or telephonic proposals or modifications will not be considered.

9.0 SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

Each proposal submitted by Bidder shall be executed by Bidder or by its authorized representative. In addition, Bidder must identify in Attachment "B-1", Sample Proposal Letter, those persons authorized to negotiate on its behalf with the Commission in connection with this RFP.

10.0 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the Bidder by means of a written request signed by the Bidder or its properly authorized representative. Such written requests must be delivered to the Commission's office prior to the date and time for submittal of proposals.

11.0 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE

An original and seven (7) copies of each proposal must be provided. Each proposal submitted by Bidder shall be delivered to the Commission's office up to the date and time shown in Section 13.0, Calendar of Events. It is the Bidder's sole responsibility to see that its proposal is received as stipulated. The Bidder must warrant that the cost proposal will remain in effect for one hundred twenty (120) days from the date specified in the RFP for receipt of proposals.

All proposals must be in writing, sealed, and labeled "Freeway Service Patrol". The Beat Number must also be indicated on the cover of the sealed package. All proposals must be received no later than **2:00 p.m. on Wednesday December 6, 2006**, irrespective of postmark. All proposals will be date and time stamped upon receipt. No proposals will be accepted after 2:00 p.m. Postmarks will not be accepted.

12.0 PROPOSAL EVALUATION/CONTRACTOR SELECTION

12.1 Evaluation Criteria:

The Commission will evaluate the proposals received based on the following criteria:

A. Qualifications of the Bidder – 25 points

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the Bidder; review of client references and their experiences.

B. Staffing and Project Organization – 25 points

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Bidder" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

C. Work Plan – 15 points

Depth of Bidder's understanding of Commission's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; proximity of local office to the beat; ability to meet the implementation schedule; utility of suggested technical or procedural innovations.

D. Cost and Price – 25 points

Reasonableness of the total price and competitiveness of this amount with other proposals received; adequacy of data in support of figures quoted; basis on which prices are quoted.

E. Completeness of Response – 10 points

Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements that the Commission cannot or will not accommodate; other relevant factors not considered elsewhere.

12.2 Evaluation Procedure.

An Evaluation Committee comprised of one or more Commission staff, Caltrans Headquarters or local staff, CHP Headquarters or local staff and at least one outside FSP agency staff will evaluate all proposals received in accordance with the above criteria. The evaluators in applying the major criteria to the proposals

may consider additional sub-criteria beyond those listed. During the evaluation period, the Commission may interview some or all of the proposing Bidders.

12.3 Award

The Evaluation Committee will evaluate the proposals received and will submit, with approval of the Budget and Implementation Committee, the proposal considered to be the most competitive to the Commission's Board for consideration and selection. The Evaluation Committee may also negotiate contract terms with the selected Bidder prior to award, and expressly reserves the right to negotiate with several Bidders simultaneously and, thereafter, to award a contract to the Bidder offering the most favorable terms to the Commission.

The Commission reserves the right to award its total requirements to one Bidder or to apportion those requirements among several Bidders as the Commission may deem to be in its best interest. In addition, negotiations may or may not be conducted with Bidders; therefore, the proposal submitted should contain Bidder's most favorable terms and conditions, since the selection and award may be made without discussion with any Bidder.

12.4 Notifications of Award and Debriefing

Bidders who submit a proposal in response to this RFP shall be notified in writing regarding the Bidder who was awarded the contract. Such notification shall be made within ten (10) days of the date the contract is awarded.

Bidders who were not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Bidders who wish to be debriefed must request the debriefing in writing and the Commission must receive the request within three (3) days of notification of the contract award.

13.0 CALENDAR OF EVENTS

RFP Issued	November 1, 2006
Last Day to Submit Written Questions for Pre-Bid Conference by 4:00 p.m.	November 9, 2006
Mandatory Pre-Bid Conference 10:00 a.m. (Riverside County Transportation Commission, Conference Room A)	November 14, 2006
Minutes from Pre-Bid Conference Mailed to Attendees	November 15, 2006
Last Day to Submit Additional Written Questions by 4:00p.m.	November 17, 2006
Proposals Due by 2:00 p.m.	December 6, 2006
Evaluation Committee Evaluates Proposals Including Calling References & Site Visits	December 12-15, 2006
Contractor Recommendation Approved by Commission	January 10, 2007
Notice of Award Issued to Contractor	January 10, 2007
Truck Inspections, Driver Training, Communications Equipment Installation	TBD
Start of Beat 7 Service	March 5, 2007

14.0 FORM OF CONTRACT TO BE AWARDED

It is anticipated that the Commission will enter into a time and material contract. The contract agreement in substantial form is contained in Attachment "C" of this RFP and is subject to changes the Commission may make as it sees fit prior to execution.

15.0 COMMISSION RIGHTS

The Commission may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder, and require additional evidence of qualifications to perform the Scope of Services described in this RFP. The Commission reserves the right to:

1. Reject any or all of the proposals for any reason.
2. Issue subsequent Requests for Bid Proposals.
3. Cancel the entire Request for Bid Proposal.
4. Remedy or overlook technical errors in the Request for Bid Proposal process.
5. Appoint Evaluation Committees to review proposals.
6. Seek the assistance of outside technical experts in proposal evaluation.
7. Approve or disapprove the use of particular subcontractors.
8. Establish a short list of Bidders eligible for discussions after review of written proposals.
9. Negotiate with any, all, or none of the respondents to the RFP.
10. Solicit best and final offers from all or some of the Bidders.
11. Award a contract to one or more Bidders.
12. Accept other than the lowest monetary offer.
13. Waive informalities and minor irregularities in proposals.

This RFP does not commit the Commission to enter into a contract, nor does it obligate the Commission to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

A-1 BEAT DESCRIPTIONS

FSP Beat	CHP Area Beat	Freeway	Beat Boundaries	# of Trucks	# of back-up Trucks	One-way Length (Miles)	Start
7	26, 10	SR 60	Main Street to Milliken Street	2	1	11.72	March 5, 2007

Hours of operation:

Monday through Thursday: 5:30a.m. to 8:30a.m., and from 3:00p.m. to 7:00p.m..

Friday: 5:30a.m. to 8:30a.m., and from 1:00p.m. to 7:00p.m..

A-2 PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Plan to submit your cost proposal to provide Freeway Service Patrol tow service during each weekday except for the following holidays:

1. Independence Day (July 4 – varies)
2. Labor Day (Monday)
3. Thanksgiving Day (Thursday)
4. Day after Thanksgiving (Friday)
5. Christmas Day (December 25 – varies)
6. New Year's Day
7. Martin Luther King, Jr. Day (Monday)
8. Presidents' Day (Monday)
9. Memorial Day (Monday)

In addition to regular service hours, at the discretion of RCTC and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day), in the afternoons for four (4) hours. Contractor will be notified at least one week prior to when this service is to be provided.

A-3 FSP UNIFORM REQUIREMENTS

**ATTACHMENT B-1
PROPOSAL LETTER**

RIVERSIDE COUNTY FREEWAY SERVICE PATROL

Bidder: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Jerry Rivera, Program Manager
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Mailing Address: PO Box 12008
Riverside, CA 92502-2208

In response to the Request for Proposal ("RFP"), for the Riverside County Freeway Service Patrol, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, attended the mandatory pre-bid meeting, acknowledge receipt of any and all addenda, and hereby propose to perform and complete the work as required.

If proposal is accepted by RCTC, the undersigned agrees to make available the services at the costs indicated on its Time and Material Bid Form within one hundred twenty (120) days from the date specified in the RFP for receipt of proposals.

If awarded a Contract, the undersigned agrees to execute a formal Contract Agreement as set forth in Attachment "C", within 30 calendar days following Commission acceptance of bid, and will deliver to the Commission prior to execution of the Contract the necessary original Certificates of Insurance.

If the Bidder requests any changes to this Contract Agreement language, such requests must be included within this letter or it shall be understood that the Bidder accepts the terms and conditions contained in Attachment "C" of the RFP in its entirety.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the work or the cost thereof. The undersigned hereby agrees that the Commission will not be responsible for any errors or omissions in these RFP Documents.

BY: _____
Signature Title

(Type or Print Name) Telephone / E-mail Address

ATTACHMENT B-1 (CONT.)
PROPOSAL LETTER

RIVERSIDE COUNTY FREEWAY SERVICE PATROL

Bidder represents that the following person(s) are authorized to negotiate on its behalf with the Commission in connection with this RFP:

(Name)	(Title)	(Phone)
--------	---------	---------

(Name)	(Title)	(Phone)
--------	---------	---------

(Name)	(Title)	(Phone)
--------	---------	---------

ATTACHMENT B-2
EXPERIENCE/ REFERENCES

RIVERSIDE COUNTY FREEWAY SERVICE PATROL

All potential Bidders must have a business license, five (5) years' experience in operating a tow service, and, at a minimum, three (3) years' experience of CHP rotation tow service. Using the space below, describe your experience in sufficient detail.

Who May We Contact by Phone for References? (Provide at least three Client references. Do not include the Commission, CHP, Caltrans, banks, equipment suppliers, friends or relatives.)

Client Name & Address	Contact Person	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT B-3
QUALIFICATIONS OF PROJECT STAFF &
PROJECT MANAGEMENT

RIVERSIDE COUNTY FREEWAY SERVICE PATROL

Describe in detail the qualification of project staff (i.e. certifications and training), particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work.

**ATTACHMENT B-4
PROPOSAL FORM**

RIVERSIDE COUNTY FREEWAY SERVICE PATROL

BIDDER COMPANY NAME: _____

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. (Responses such as "refer to RFP page #6" will NOT BE ACCEPTED). All questions must be answered.

NAME: _____

TITLE: _____

BUSINESS LICENSE NUMBER: _____

LICENSE CLASSIFICATION: _____

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations (5 years minimum):

Years as Owner: _____ Years in Towing Business: _____

Years in CHP Rotation Tow: _____

Current Number of Tow Trucks Operating: _____

2. How Many Trucks (including back-up trucks)
and Drivers Must You Have for Beat 7: _____

3. FSP Beat Operating Hours:

	Mon	Tue	Wed	Thur	Fri
AM					
PM					

4. Describe Activities Prohibited by FSP Contractors:

5. Describe FSP Contractor Duties on a Daily Basis:

6. How Frequently Will Your Trucks be Inspected by the CHP?

7. What Tests Must an FSP Driver Pass Before Operating FSP Service?

A. _____

B. _____

C. _____

8. What Does an FSP Driver Wear?

9. What Equipment is Found on an FSP Tow Truck? (attach separate list)

10. What is the FSP Insurance Requirements You Must Meet?

11. Estimated Distance from Your "Local Office" to Beat 7. _____ Miles

12. Additional Information May Be Attached.

Name: _____ Date: _____

Name of Assistants Completing Form: _____

BEAT 7 – SR 60 Milliken Street to Main Street

Costs below to be based on initial three year contract period ONLY

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

Please quote the firm-fixed rate that will be charged for each vehicle service hour for the services outlined in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as for the "option terms". The cost per hour proposed shall include all direct costs, indirect costs, and profit.

Cost Per Hour Per Tow Truck

Hourly rate for initial three (3) year contract period ONLY

\$ _____

Provide an itemized cost schedule used to develop the hourly rate by the following budget categories:

- a) Labor \$ _____/hour
- b) Benefits \$ _____/hour
- c) Equipment (truck payment) \$ _____/hour
- d) Fuel (Operating as well as motorist) \$ _____/hour
Identify average annual cost per gallon
used to project fuel costs
(\$ _____/gallon)
- e) Insurance (Liability, Workers' Comp.) \$ _____/hour
- f) Materials and Supplies \$ _____/hour
- g) Other Incidentals (list) \$ _____/hour
- h) Profit /Overhead \$ _____/hour

i) **Total Cost per Hour per Truck (sum of a. though h.)** \$ _____

NOTE: This hourly rate must coincide with the hourly rate specified in the box above.

Total Three Year Contract Cost for the Beat

(Hourly Rate above x 2 trucks x 1,900 hours of service x 3 years)

\$ _____

This offer remains firm for _____ days from the date of proposal.
(minimum 120 days)

AUTHORIZED SIGNATURE:

DATE:

VEHICLE INFORMATION

<u>Year</u>	<u>Manufacturer</u>	<u>Model</u>	<u>EPA MPG</u> (city/hwy)	<u>VIN#</u>	<u>Mileage</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

If a Bidder does not own the required number of trucks for the FSP beat, all information (minus the VIN# and Mileage) must be submitted plus a statement as to how the new trucks will be acquired and the timeline for acquisition must be provided with the list of trucks.

This offer remains firm for _____ days from the date of proposal.
(minimum 120 days)

AUTHORIZED SIGNATURE:

DATE:

Government Code Section 84308, 2 California Code of Regulations 18438.1, Et Seq

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Bidder, or Bidder's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for three (3) months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Commissioner during the Proceeding and for three (3) months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

**ATTACHMENT B-6 (CONT.)
DISCLOSURE OF CAMPAIGN
CONTRIBUTIONS TO COMMISSIONERS**

RIVERSIDE COUNTY FREEWAY SERVICE PATROL

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Bob Buster, County of Riverside
John Tavaglione, County of Riverside
Jeff Stone, County of Riverside
Roy Wilson, County of Riverside
Marion Ashley, County of Riverside
Barbara Hanna / Art Welch, City of Banning
Roger Berg / Jeff Fox, City of Beaumont
Robert Crain / Joseph DeConinck, City of Blythe
John Chlebnik / Shenna Moqheet/Bill Davis, City of Calimesa
Mary Craton / John Zaitz, City of Canyon Lake
Gregory S. Pettis / Charles "Bud" England, City of Cathedral City
Juan M. DeLara / Richard Macknicki, City of Coachella
Jeff Miller / Karen Spiegel, City of Corona
Henry "Hank" Hohenstein/ Yvonne Parks, City of Desert Hot Springs
Robin Lowe / Lori Van Arsdale, City of Hemet
Mary Roche / Robert Bernheimer, City of Indian Wells

Michael H. Wilson / Gene Gilbert, City of Indio
Terry Henderson / Don Adolph, City of La Quinta
Bob Magee / Robert L. Schiffner, City of Lake Elsinore
Frank West / Charles White, City of Moreno Valley
Rick Gibbs, City of Murrieta
Frank Hall / Harvey Sullivan, City of Norco
Dick Kelly / Robert Spiegel, City of Palm Desert
Ronald Oden / Ginny Foat, City of Palm Springs
Daryl Busch / Mark Yarbrough, City of Perris
Gordon Moller/ Alan Seman, City of Rancho Mirage
Steve Adams, City of Riverside
Jim Ayers, City of San Jacinto
Ron Roberts / Jeff Comerchero, City of Temecula
Governor's Appointee

I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months to any Commissioner:

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach Additional Sheet, If Necessary)

Date of Disclosure (Same As Bid Date) _____

BIDDER: _____

Signature of Bidder: _____

Title: _____

ATTACHMENT B-7
CONTRACTOR REPRESENTATIVE FORM

RIVERSIDE COUNTY FREEWAY SERVICE PATROL

BIDDER COMPANY NAME: _____

PRINCIPAL: _____
(Print)

(Signature) (Date)

ALTERNATE NO. 1: _____

ALTERNATE NO. 2: _____

ALTERNATE NO. 3: _____

The above named individuals have read and understand the Freeway Service Patrol Contract. At least one of these individuals will be available at the contractor's office during Freeway Service Patrol hours of operation and normal business hours to make operational decisions on behalf of the Contractor pursuant to the terms and conditions of the Contract.

RIVERSIDE COUNTY FREEWAY SERVICE PATROL

SAMPLE CONTRACT AGREEMENT

between

_____	)	Contract No.:
_____	)	
_____	)	
_____	)	
(hereinafter "Contractor")	)	
	)	
	)	
	)	
	)	
and	)	Contract Amount: \$
	)	
	)	
	)	
Riverside County Transportation	)	Term: 3/05/07 through 2/28/10
Commission	)	
4080 Lemon Street, 3 rd Floor	)	
Riverside, California 92502-2208	)	
(hereinafter "Commission")	)	

for

BEAT # 7

This Agreement is made and entered into as of this _____ day of _____, 2007, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, with offices in Riverside, California (hereinafter called "Commission") and _____ (hereinafter called "Contractor").

RECITALS

WHEREAS, the Commission, a California County Transportation Commission, exists under the authority of Section 130050 et seq. of the California Public Utilities Code;

WHEREAS, the Commission requires the services of a Contractor to provide the professional services as described in the Scope of Services;

WHEREAS, the Commission has determined that Contractor is best qualified to perform the required services;

WHEREAS, the Contractor is able and willing to perform the required services under the terms and conditions of this Contract;

WHEREAS, the Commission is the short range transportation planning agency for Riverside County. It also programs federal, state and local funds. The Commission has entered into a Memorandum of Understanding with the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP) to fund a peak period freeway service patrol on selected freeway segments in Riverside County;

WHEREAS, Section 21718 (a) of the California Vehicle Code specifically authorized the CHP to be responsible for freeway service patrols stopping on freeways for the purpose of rapid removal of impediments to traffic. Article 3, Section 91, of the Streets and Highways Code, states that Caltrans has responsibility to improve and maintain the state highways. Caltrans also has the responsibility for traffic management and removing impediments from the highways;

NOW, THEREFORE, For the consideration hereinafter stated, the parties agree as follows:

1.0 SCOPE OF SERVICES

CONTRACT REPRESENTATIVES:

Caltrans and the CHP will jointly oversee the service. Both agencies will have responsibility for overseeing service performance and ensuring that the Contractors abide by the terms of the contracts.

CHP is responsible for dispatch services to incident locations within the vehicle's patrol limits. The dispatching will be done in accordance with the contract for the service. A

Standards Operating Procedures manual will be given to the Contractor explaining the types of incidents to which his/her operators may be dispatched.

BEAT DESCRIPTIONS:

The Freeway Service Patrol will operate on selected freeway segments referred to as beats. Each beat has specific turnaround locations and designated drop locations identified by the CHP. Attachment "A-1" shows the specific limits, number of tow trucks, number of back-up trucks and hours of operation and Attachment "A-2" details the fiscal years 2007, 2008, 2009 and 2010 holidays for the Contractor's specific beat. The Commission reserves the right to add or delete holidays to the work schedule. Travel time to and from the beat will be at the expense of the Contractor.

At any time during the contract's term, the Commission reserves the right to adjust beat specifications to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted and during the service hours of operation, the Contractor may be requested to temporarily reassign his/her Freeway Service Patrol operators/trucks to locations outside the assigned beat.

DESCRIPTION OF SERVICE:

The purpose of the project is to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where conditions permit, safe removal of small debris will be required. Contractor vehicles shall be exclusively dedicated to the service during the hours of operation. All vehicle maintenance activities shall be conducted during non-service hours.

The Contractor's vehicle operators shall assist motorists involved in minor accidents and those with disabled vehicles. They shall be responsible for clearing the freeway of automobiles, small trucks and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions do not warrant, vehicle operators will remove the vehicles from the freeway to provide service. The FSP vehicles shall continuously patrol their assigned beat, respond to CHP dispatches for service, use the designated turnaround locations and use the CHP identified designated drop locations.

Freeway Service Patrol vehicle operators may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. Vehicle operators may spend a maximum of 10 minutes per disablement in attempting to mobilize a vehicle.

All Freeway Service Patrol services will be provided at no cost to the motorist. FSP operators will not be allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

If a vehicle cannot be mobilized within the 10 minute time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the Freeway

Service Patrol vehicle operator to call the CHP Communications center to request a CHP rotational tow or other services. FSP operators shall not be allowed to tow as an independent contractor from an incident that occurred during the Freeway Service Patrol shift unless called as a rotation tow by CHP. If called as a rotation tow after a Freeway Service Patrol shift, the vehicle operator must remove all Freeway Service Patrol markings and change his/her Freeway Service Patrol uniform.

There may be some instances where FSP operators may be requested to provide assistance to CHP officers. Freeway Service Patrol operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the Freeway Service Patrol program.

EQUIPMENT REQUIREMENTS:

A. TOW TRUCK REQUIREMENTS:

Vehicles will be exclusively dedicated to the Freeway Service Patrol during its hours of operation. The Freeway Service Patrol will utilize at a minimum, Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks and beds used in the Freeway Service Patrol program shall be less than five (5) years old and free of any physical damage.

Prior to commencement of service, the CHP will inspect each vehicle designated for the Freeway Service Patrol to ensure that it meets the vehicle specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the CHP. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and Contractor's base office. Any unsafe or poorly maintained vehicle(s) or improperly equipped vehicle(s) shall be removed from service or repaired as directed by the CHP, and the Contractor shall be fined at three (3) times the Contractor's hourly rate plus the loss of revenue for the down time. Spare vehicles will be required to complete the shifts of vehicles removed from service. The Contractor will be required to have a spare vehicle available for service at all times.

Freeway Service Patrol vehicles bearing the service patrol title, logo, and vehicle identification number shall be painted white (includes the hood, fenders, doors and bed area-the entire truck is to be painted white). No trim will be allowed. Lettering shall be in block lettering, and shall be no greater than four (4) inches in height. Lettering can only be black, blue or red in color. The tow operators company name will be permitted on the boom of the truck (per CHP's approval), however, the lettering must be of the same color as the lettering on the side of the truck. No other accessory equipment or signage shall be mounted or installed without prior CHP approval. This includes but is not limited to bras, chrome wheel covers, or window tint.

Each tow truck shall be equipped, as a minimum, with the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 5,000 pounds.
3. Winch Cable – 8,000 pound rating on the first layer of cable.
4. Winch Cable – 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 5/16" alloy or OEM specs., J&T hook assembly.
7. Rubber face push bumper.
8. Mounted spot light capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system that shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the Freeway Service Patrol vehicle when the FSP vehicle is adjacent to the rear of the disabled vehicle.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12 volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the Contractor's base office.
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8 inch ball and one (1) 2 inch ball.
18. Rear work lights.
19. Thomas Brothers or other suitable map.
20. Safety chain D-ring or eyelet mounted on rear of truck.
21. Motorcycle Straps (2)
22. Diesel fuel in plastic jerry cans (5 gallons)
23. Unleaded gasoline in plastic jerry cans (5 gallons)
24. Safety chains min. 5 ft. (2)
25. First aid kit (small 5" x 9") (1)
26. Fire extinguisher aggregate rating of at least 4-B,C units (1)
27. Pry bar – 36" or longer (1)
28. Radiator water in plastic container (5 gallons)
29. Sling cross-bar spacer blocks (2)
30. 4" x 4" x 48" wooden cross beam (1)
31. 4" x 4" x 60" wooden cross beam (1)
32. 24" wide street broom (1)
33. Square point shovel (1)
34. Fuses (highway flares), 15 minute, or (36)
Fuses (highway flares), 30 minute (20)
35. Cones 18" (6)
36. Hydraulic jack, 2-ton, floor (1)
37. Four way lug wrench (1 std.) (1)

- | | |
|--|---------|
| 38. Four way lug wrench (1 metric) | (1) |
| 39. Rechargeable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity | (1) |
| 40. Flashlight and spare batteries | (1) |
| 41. Tail lights/brake lights, portable remote with extension cord | (1 set) |
| 42. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets | (1 set) |
| 43. Funnel, multi-purpose, flexible spout | (1) |
| 44. Pop-up dolly, portable for removing otherwise untowable vehicles | (1) |
| 45. 5-gallon can with lid filled with absorb-all | (1) |
| 46. Empty trash can with lid (5 gallon) | (1) |
| 47. Lock out set | (1) |

Each Freeway Service Patrol truck shall be required to have a tool box with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the Contractor's option and expense.

- | | |
|---|----------------|
| 48. Screwdrivers | |
| ▪ Standard-1/8", 3/16", 1/4", 5/16" | (1 each, min). |
| ▪ Phillips head - #1 and #2 | (1 each, min). |
| 49. Needle nose pliers | (1) |
| 50. Adjustable rib joint pliers, 2" min. capacity | (1) |
| 51. Crescent wrench – 8" | (1) |
| 52. Crescent wrench – 12" | (1) |
| 53. 4 lb hammer | (1) |
| 54. Rubber mallet | (1) |
| 55. Electrical tape, roll | (1) |
| 56. Duct tape, 20 yard roll | (1) |
| 57. Tire pressure gauge | (1) |
| 58. Mechanic's wire (roll) | (1) |
| 59. Bolt cutters | (1) |

The vehicle operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the required equipment prior to the start of each shift. An inspection/inventory sheet shall be completed by the vehicle operator prior to the start of each shift and be available for inspection. The sheets must be kept on file at the Contractor's office and available for CHP inspection upon request. Any item missing must be replaced prior to the start of the shift. All equipment stored on top of the truck shall be secured to the truck.

B. SPARE VEHICLES:

The Contractor shall be required to have one spare certified FSP tow truck available for each beat. The spare vehicle shall be used when a regular vehicle

is unavailable. The spare vehicle shall be painted the required color with the required identification markings, title, and logo. It shall meet all the vehicle equipment specifications.

C. VEHICLE BREAKDOWN AND OTHER MISSED SERVICE:

The spare vehicle must be in service on the beat within 45 minutes of the time a permanently dedicated vehicle must be taken out of service for any reason. The Contractor shall not be paid for the time period that the contractually required number of trucks is not in service. If a vehicle is not made available within the 45 minute time period, the Contractor shall be fined three (3) times the hourly contract rate until a replacement truck is provided. If a truck is not ready at the start of a shift due to breakdown, the fine time will be calculated at the start of the shift. If the entire shift is missed, the Contractor shall be penalized for the entire shift at three (3) times the hourly rate. Vehicle maintenance will be performed during non-service hours.

D. VEHICLE IDENTIFICATION:

It shall be the vehicle operator's responsibility to place detachable Freeway Service Patrol markings on each vehicle during the service hours and to remove the detachable markings immediately upon completion of each shift. The Commission will supply each Contractor with the appropriate number of detachable markings for his/her beat(s). If a marking is lost or damaged, the Contractor shall be responsible for the cost of the replacement markings. All Freeway Service Patrol markings shall be returned at the termination of the contract. The cost of any Commission and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

Freeway Service Patrol markings as well as vehicle numbers shall be required on both sides of all trucks. The vehicle operator shall be required to keep the title and logos clean and in readable condition throughout the service patrol's operation.

E. COMMUNICATIONS EQUIPMENT:

Each Freeway Service Patrol vehicle shall be equipped with various communication devices that will enable the vehicle operator to communicate with the CHP Communications Center. All vehicles shall be equipped with an Automatic Vehicle Location (AVL) system, radios, and handheld/PDAs for text messaging, email, and data collection. The AVL system, radios, GPS, handheld/PDA equipment shall be purchased, owned and supplied by the Commission. The Commission shall select the equipment installation vendor.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment provided by the Commission. The Contractor shall be liable for any damage other than normal wear and tear to the Commission owned communication equipment. The Contractor shall also be liable for the full

replacement value of said equipment installed in the contractor trucks. The Commission shall deduct repair fees as well as the full replacement cost of any Commission equipment from any payments due to the Contractor under this agreement. The Commission supplied communications equipment shall be returned upon contract termination. The cost of any such equipment not returned shall be deducted from the Contractor's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the Contractor and shall be installed in all vehicles. The Contractor is also required to use Nextel cell phones for communications with CHP Communications Center and CHP Field Supervisor. Nextel cell phones shall be purchased and maintained by Contractor. Contractor will also be responsible for all operating costs as well.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the Freeway Service Patrol vehicle when the FSP vehicle is adjacent to the rear of the disabled vehicle.

The Contractor shall purchase and maintain a computer workstation with high speed internet access and email to communicate with Commission staff, and transfer FSP data collected with handheld/PDA units. Handheld/PDA units will need to be downloaded at the end of each shift to the computer workstation; therefore the computer workstation will need to be easily accessed by office personnel or drivers after each shift. The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater with at least 256MB memory, 10 gig hard drive, network card, CDROM, IrDA Infrared port (or USB IrDA Infrared Adaptor), optical mouse, keyboard and monitor. The computer workstation shall be equipped with the following software; Windows XP, AntiVirus software (Norton, McAfee, Trend Micro), email software, and Microsoft Access (version 2002 or greater).

The Contractor must ensure that the computer equipment and Handheld/PDA units are inspected and cleaned on a quarterly basis, or as needed. This includes updating operating systems with security patches, loading system updates, and cleaning the interior of the computer work station. All Handheld/PDA units should have the exterior protective case cleaned (protective outside case) and the stylus and screen protector shall be inspected for functionality and serviceability. Worn items shall be immediately reported to RCTC.

All workstations and Handheld/PDA's must be kept in a secure location. During non-FSP operational hours, Handhelds/PDA's shall not be left in a tow vehicle. All Handhelds/PDA's must be connected to a battery charger in the secure workstation area during non-FSP operational hours.

The Contractor will also be required to install remote access software that will allow for database file sharing. The work station shall be on at all times so that

RCTC staff can access database files.

The contractor shall review data input from the Handhelds/PDAs at least once a week. Data shall be reviewed using the pre-defined reports created in Microsoft Access on the workstation computer. The contractor shall review data for accuracy, and ensure that any errors and/or edits to the data are documented and forwarded to RCTC for review.

The Contractor shall provide an annual inspection report to RCTC indicating the status of all equipment. RCTC will provide the submittal form.

The Contractor shall allow RCTC staff or its representative access to all RCTC purchased equipment (i.e. the workstation and Handheld/PDA units) at anytime.

F. VEHICLE OPERATORS:

All potential vehicle operators shall be required to have a safe driving record and current Class C driver's license. All vehicle operators shall be 18 years of age or older. Potential vehicle operators shall be subject to driving record and criminal background checks through the California Highway Patrol. Any certified driver from other FSP areas will be evaluated on a case by case basis. Potential vehicle operators shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Freeway Service Patrol equipment to provide safe and proper service. All potential vehicle operators must be capable of demonstrating their tow operating abilities prior to formal CHP/Caltrans training. Additionally, the vehicle operators will be required to exercise good, sound judgment in carrying out their duties.

Vehicle operators shall be required to inform the CHP Communications Center at any time he/she leaves the assigned beat for more than 10 minutes. This includes replenishing expendable items such as gasoline, fire extinguisher, etc., or when they are on a break. The vehicle operator shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown. The Freeway Service Patrol vehicle operator shall be required to complete assist records for each incident.

The CHP, Caltrans, and the Commission maintain strict drug and alcohol policies. Any Freeway Service Patrol vehicle operator found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the Contractor. The Contractor shall be responsible for providing a certified replacement driver for that vehicle.

The Contractor shall permanently remove any vehicle operator convicted of a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, from duties under the FSP program. The Contractor shall immediately suspend any vehicle operator charged with any of the above crimes from duties under this program pending the

outcome of the criminal case. If the vehicle operator is not convicted, or is ultimately convicted of a lesser crime not described above, the Commission retains the right to have the Contractor remove that vehicle operator from the duties under the FSP program and reassign the vehicle operator to a non-Commission contract.

All vehicle operators, including back-up drivers, shall be required at Contractor's expense to complete the CHP two-day training program which costs up to \$50.00 per driver. Contractors shall pay all Freeway Service Patrol operators and back-up drivers for attending the training. No driver will be allowed to begin patrolling without attending the mandatory training classes. Any vehicle operator who is found on patrol without completing the mandatory training classes may be prohibited from further Freeway Service Patrol service and the Contractor's contract may be terminated immediately.

Mandatory CHP refresher training classes shall be scheduled during non-Freeway Service Patrol hours. A minimum of eight (8) hours refresher training per year shall be required (at Contractor's expense).

Vehicle operators will be required to utilize a Handheld/PDA to input information about each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc.. Vehicle operators will be trained on using Handheld /PDA units to enter data using RCTC data collection software, and using a Handheld/PDA unit to communicate with CHP staff while in the field.

G. OPERATOR EQUIPMENT:

It shall be the responsibility of the Contractor to provide the vehicle operator with specified uniforms, shoes, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have two way zip front with heavy duty brass zipper. Coverall or shirt sleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coveralls/shirts shall come to within approximately 1 inch of the inside forearm when the wearer's arm is bent at a 90 degree angle.

The coveralls shall have shape holding sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. H.D. Lee Company style No. 018-3041 (Navy Blue) or Commercial Uniform Co. style No. 201 (Navy Blue) or equal. All main seams shall be at least double stitched with good quality thread.

Shirts or coveralls shall have one or two chest pockets. Single pocket coveralls/shirts shall have the chest pocket placed on the left.

The first initial of the first name and full last name shall be sewn above the right chest pocket so that it shall be clearly visible with the collar open. Letters shall

not exceed ½ inch. A detachable metal nameplate may be worn in place of the embroidered name at the Contractor's option.

A safety vest with reflective white stripes shall be worn. The safety vest shall be orange or lime-green in color. A small Freeway Service Patrol logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform. A large Freeway Service Patrol logo shall be sewn across the middle portion of the back of each safety vest. The name of the vehicle operator shall be displayed on the front of the safety vest over the right front pocket of the uniform.

All Freeway Service Patrol vehicle operators shall wear general duty black work boots with protective steel toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the uniform shirt/jumpsuit. A navy blue jacket may also be worn at the Contractor's option, if it meets all the uniform specifications.

Rain gear shall be waterproofed material, yellow in color. Reflective 2" white tape shall be applied to both sleeve cuffs and both leg cuffs and across the upper back.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" shoulder patch sewn on the hat above the brim is optional. No other logos/names shall be accepted.

A picture of the uniform is provided in Attachment "A-3", FSP Uniform Requirements.

H. LOCAL OFFICE:

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority to conduct business and make decisions on behalf of the Contract as specified in the form on Attachment "B-8". The office shall have business hours coinciding with Contractor's beat(s) hours of operation. The office shall be established within close proximity to the Contractor's beat(s).

The Contractor shall also provide telephone service through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the Contractor during non-beat hours. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. The business office must also have a working fax machine to receive written notices and invoices.

2.0 PERIOD OF PERFORMANCE

The period of performance shall be March 5, 2007 through February 28, 2010 unless the agreement is terminated as provided herein. The Commission, at its sole discretion,

may renew this Contract for a total of two (2) separate one year terms, based on the current or a renegotiated rate. The Commission shall also have the right to renew this contract from one month up to a one year term after the initial term by providing notice as provided below. The Commission must provide written notice to CONTRACTOR no less than ninety (90) days prior to the end of the applicable term, indicating its renewal of the Contract. CONTRACTOR shall complete the Services within the term of this Contract, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract.

Neither party hereto shall be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by an excusable delay. Should Contractor's services be delayed by an excusable cause, Contractor's schedule for completion of tasks affected by such delay may be extended. Excusable delays are Acts of God or acts or failures to act of government agencies or Commission in either their sovereign or contractual capacities; fires, floods, other epidemics, quarantine restrictions, strikes; but, in every case, the failure to perform must be reasonably beyond the control, and without the fault or negligence of the Contractor.

3.0 PAYMENT

- A. Subject to the provisions set forth below for services satisfactorily performed hereunder, the Commission shall pay the Contractor on a Time and Materials basis a ceiling price NOT TO EXCEED _____ DOLLARS (\$_____).
- B. The Commission shall not be obligated to pay costs which exceed the ceiling price set forth above, except as provided in Articles 5.0 and 8.0. Contractor agrees to use its best efforts to perform the services and all obligations under this Contract within such ceiling price.
- C. For its performance of services, the Contractor shall be paid for labor expended directly in the performance of this service at the rates specified below. The Contractor shall not be entitled to reimbursements unless approved in advance in writing.

SCHEDULE OF HOURLY RATES

<u>Classification</u>	<u>Hourly Rate</u>
Contract – tow truck operators	\$

- D. The compensation herein above specified will cover and include all applicable labor surcharges such as taxes, insurance and fringe benefits, as well as indirect costs, overhead, general and administrative expense, and profit.

- E. Fines for starting late: leaving early; taking more than 15-minutes worth of breaks per 3-hour shift; or being ordered out of service by a CHP or Caltrans supervisor for contract infractions shall be deducted from the Contractor's monthly invoice at three (3) times the hourly rate.
- F. Invoices for Contractor's services shall be submitted monthly on forms approved by the Commission. Invoices will be routinely verified by the CHP. To ensure prompt payment, most billing disputes may be resolved within ten (10) working days of written notice of dispute. However, at Commission's discretion, reconciliation of disputed fines that sum to less than 2% of the month's invoice may be corrected on the next month's invoice to ensure prompt payment of the major portion of the invoice.
- G. Records and Audit: The Contractor shall permit the authorized representatives of the Commission, and any other government agency to inspect and audit all records of Contractor relating to its and its subcontractor's performance under this Contract from date of Contract through and until expiration of three years after completion of the Contract. Contracts with the Contractor's subcontractors shall include such provisions for such audits, as applicable. For purposes of audit, the date of completion of the Contract shall be the date of Commission's payment for Contractor's final billing (so noted on the invoice) under this Contract, or a period of ninety days from the date of Commission's Notice of Final Acceptance.

4.0 COMMISSION REPRESENTATIVES

The Executive Director or his/her designee shall be the Commission's designated representative for the Contract. Representative shall manage all technical aspects related to the performance of this Contract. The Contractor shall make such oral or written reports to the Commission's Representative as he or she may request in addition to those specifically required elsewhere by this Contract.

5.0 TERMINATION

- A. The Commission may, by written notice to Contractor, terminate this Contract in whole or in part at any time, either for the Commission's convenience or because of the failure of the Contractor to fulfill its Contract obligations. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to the Commission all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the Contractor or its Subconsultants in performing this Contract, whether completed or in process.
- B. If the termination is for the convenience of the Commission, the Commission shall pay Contractor the approved costs incurred prior to

effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

- C. If the termination is due to the failure of the Contractor to fulfill its Contract obligations, the Commission may take over the work, and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Commission for any reasonable cost or damages occasioned to the Commission thereby.
- D. If, after the notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the Commission. In such event, adjustment shall be made as provided in paragraph B of this Article.
- E. The rights and remedies of the parties provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
- F. Contractor, in executing this Contract, shall be deemed to have waived any and all claims for damages in the event of Commission's termination for convenience as provided in paragraph B of this Article.

6.0 CONTRACTOR STATUS/SUBCONTRACTORS

- A. The Contractor is an Independent Contractor. In the performance of the services to be provided hereunder, Contractor's relationship to the Commission shall be that of an independent contractor and not an employee, agent or other representative of the Commission.
- B. Assignment or Transfer: Services to be furnished hereunder shall be deemed to be unique personal services and except as herein provided, Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this Contract or its obligations hereunder without the prior written consent of the Commission. This consent shall in no way relieve the Contractor from his primary responsibility for performance of the work. Any such transfer without said consent shall be void and unenforceable. Any contract with a subconsultant shall require the subconsultant to comply with all applicable provisions of this agreement, including without limitation, Article 7 hereof.
- C. Commission reserves the right of prior approval of all Subconsultants and retains the right to request Contractor to terminate any subconsultant, for any reason deemed appropriate by the Commission, by so notifying Contractor in writing. Should said notification be submitted to Contractor, it shall terminate said subconsultant immediately.
- D. Commission shall have no liability to any subconsultant(s) for payment for

services under this Contract or other work performed for Contractor, and any subcontract entered into by Contractor pursuant to the conduct of services under this Contract shall duly note that the responsibility for payment for the technical services or any other work performed shall be the sole responsibility of Contractor.

7.0 **INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and omissions liability insurance appropriate to the consultant's profession.
5. On-hook Liability: Listed below are the insurance endorsements for the on-hook liability coverages which shall be required for tow truck services:

<u>Gross Vehicle Weight</u>	<u>Coverage Per Accident</u>
Less than 10,000 pounds	\$ 50,000
10 -20,000 pounds	\$ 50,000
More than 20,000 pounds	\$250,000

B. **Minimum Limits of Insurance:** Contractor shall maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and omissions Liability:** \$1,000,000 per occurrence.
5. **On-hook Liability:** Listed below are the insurance endorsements

for the on-hook liability coverages which shall be required for tow truck services:

<u>Gross Vehicle Weight</u>	<u>Coverage Per Accident</u>
Less than 10,000 pounds	\$ 50,000
10 -20,000 pounds	\$ 50,000
More than 20,000 pounds	\$250,000

- C. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Commission. At the option of the Commission, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Commission, its officials and employees, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The Commission, its subsidiaries, officials and employees are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Commission, its subsidiaries, officials and employees.
 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Commission, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the Commission, its subsidiaries, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Commission, its subsidiaries, officials and employees.
 4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Commission.

- E. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the Commission. Only admitted California carriers are acceptable to the Commission unless otherwise approved in writing by the Commission.
- F. Verifications of Coverage: Contractor shall furnish the Commission with certificates of insurance and original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Commission before work commences.
- G. Liability and Indemnification: The Contractor shall indemnify, hold harmless and defend the Commission, and its subsidiaries, officers, employees, and agents, individually and collectively, to the maximum extent allowed by law, from and against all liability, claims, losses, actions, and expenses (including attorney's fees) on account of bodily injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of the Commission) arising out of or resulting from the acts or omissions to act of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them or anyone of whose acts any of them are liable in the performance of the Work, whether occurring during the course of the contract or after its completion, unless caused solely by the negligence or willful misconduct of the parties to be indemnified.

This indemnity shall survive termination of the Contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the Commission may have under the law or under the Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the Commission may in its sole discretion reserve, retain, or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims, provided, however that the Commission may release such funds if the contractor provides the Commission with reasonable assurance of protection of the Commission's interests. The Commission shall in its sole discretion determine whether such assurances are reasonable.

Claims against the parties to be indemnified, by any employee of Contractor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall not limit the Contractor's indemnification obligation, set forth above, in any way, by any limitation on the amount or type of damages, compensation, or benefits payable by or for the contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee

benefit acts or insurances.

- H. 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 CHP regarding the nature of the damage complaint and its disposition. The Contractor shall reply to the motorist by telephone with 24 hours of receiving the damage complaint notification. If necessary, the Contractor shall send either his/her authorized representative or his/her 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 negotiate in good faith to try and resolve the issue and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

Complaint Review Committee: The Freeway Service Patrol Technical Advisory Committee is hereby designated as the Damage Complaint Review Committee. The Technical Advisory Committee is composed of voting members from Caltrans, CHP and the Commission. If the Committee finds that justifiable complaints are not resolved within a reasonable time frame, it can recommend that payment to the Contractor in the amount of the damage claim be withheld.

8.0 REVISIONS IN SCOPE OF WORK

- A. Commission may, from time to time, make changes in Article 1 - Scope of Services under this Contract, through a Change Order. A Change Order shall not modify the overall purpose of this Contract.
- B. Extra Work: At any time during the term of this Contract, Commission may order Extra Work to be performed by Contractor. Extra Work is defined as work that was not contained in this Contract; is determined by the Commission to be necessary; and bears a reasonable relation to the work originally described in the Contract.
- C. Upon receipt of a Change Order approved by the Commission, Contractor shall continue performance of the Scope of Services as changed. Changes in the Scope of Services, and equitable adjustments in compensation and schedule shall be incorporated in written amendments to this Contract either prior to or subsequent to Commission's issuance of a Change Order.

9.0 RIGHTS IN TECHNICAL DATA

- A. All documents and materials prepared or developed by Contractor and its

Subconsultants pursuant to this Agreement shall become the property of the Commission without restriction or limitation on their use and shall be made available upon request, to the Commission at any time. Original copies of such shall be delivered to the Commission upon completion of the work or termination of the work. The Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of the Commission.

- B. No material or technical data prepared by the Contractor under this Contract is to be released by Contractor to any other person or agency except as necessary for the performance of the work. All press releases or information to be published in newspapers, magazines, electronic media, shall be distributed only after first being authorized by the Commission.

10.0 EEO/AFFIRMATIVE ACTION/DBE

In connection with the execution of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, or national origin, ancestry, physical handicap, medical condition, or marital status. Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age, national origin or handicapped status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, and selection for training, including apprenticeship. Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.): The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor shall include the provisions of this Section in all of Contractor's subcontracts with respect to work under this Agreement, unless exempted by the Regulations.

11.0 PROHIBITED INTERESTS

- A. Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach of violation of this warranty, the Commission shall have the right to annul this contract without liability.
- B. Contractor agrees that, for the term of this Contract, no member, officer, or employee of the Commission, or of a local public body during his/her

employment for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any interest, direct or indirect, in this Contract, or to any benefit arising thereof.

- C. The employment by Contractor of personnel on the payroll of the Commission will not be permitted in the execution of this Contract, even though such employment may be outside of the employee's regular working hours or on Saturdays, holidays, or vacation time; further, the employment by the Contractor of personnel who have been on the Commission payroll within one (1) year prior to the date of contract award, where such employment is caused by and/or dependent upon Contractor securing this or related contract with the Commission, is also prohibited.

12.0 NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this Contract or changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Riverside County Transportation Commission
P. O. Box 12008
Riverside, CA 92502-2208
Attn: Jerry Rivera, Program Manager

13.0 COMPLIANCE WITH LAW

The Contractor shall familiarize itself with and perform the work required under this Contract in conformity with requirements and standards of the Commission, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by work under this Contract. The Contractor shall also comply with all Federal, California and local laws and ordinances applicable to any of the work involved in this Contract.

14.0 DISPUTES

In the event of a disagreement, or dispute arising between the parties under this Contract, the Commission shall, upon its own initiative or promptly upon the written request of Contractor, make a determination thereof and such determination shall be complied with pending judicial determination of the dispute.

Pending final resolution of any dispute hereunder, Contractor shall continue diligently to perform the services under this Contract and in accordance with the Commission's decision or position concerning the disputed matter.

15.0 GOVERNING LAW

The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of

California.

16.0 ENTIRE AGREEMENT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Commission and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the date shown below, but effective on the date first herein above written.

**RIVERSIDE COUNTY SERVICE
AUTHORITY FOR FREEWAY
EMERGENCIES**

CONTRACTOR

By: _____
C. Marion Ashley, Chairman

By: _____

(Title)

Approved as to Form:

Tax I.D. No. _____

By: _____
Best, Best & Krieger LLC
General Counsel