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REQUEST FOR PROPOSALS (RFP) NO. 11-45-146-00

FREEWAY SERVICE PATROL BEATS:

BEAT NO. 4

BEAT NO. 7

BEAT NO. 8

IMPORTANT DATES

RFP ISSUED	July 1, 2011
PRE-PROPOSAL CONFERENCE	July 14, 2011
REQUESTS FOR CLARIFICATION DEADLINE	July 19, 2011
PROPOSALS DUE	July 28, 2011
AWARD DATE (Tentative)	October 12, 2011

FREEWAY SERVICE PATROL

RFP No. 11-45-146-00 (FSP Beat Nos. 4, 7 & 8)

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
1.0	EXAMINATION OF RFP DOCUMENTS	2
2.0	ADDENDA AND INTERPRETATION OF RFP DOCUMENTS	2
3.0	QUESTION AND ANSWER PROCESS	2
4.0	CALENDAR OF EVENTS	3
5.0	FORM OF CONTRACT TO BE AWARDED	3
6.0	RCTC RIGHTS	3
7.0	SCOPE OF SERVICES	4
8.0	MINIMUM PROPOSER QUALIFICATIONS	19
9.0	PREPARATION OF PROPOSAL	20
10.0	MODIFICATIONS AND ALTERNATIVE PROPOSALS	24
11.0	SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE	24
12.0	WITHDRAWAL OF PROPOSALS	24
13.0	SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE	24
14.0	PROPOSAL EVALUATION AND BASIS OF AWARD	24
15.0	PROTESTS	27
ATTACHMENTS:	ATTACHMENT A FSP Uniform Requirements	
	ATTACHMENT B Proposal Letter B.1 - Proposal Form B.2 - Contractor Information Form B.3 - Detailed Cost Schedule/Rate Summary Sheet B.4 - Contractor Representative Form	
	ATTACHMENT C Reference Form	
	ATTACHMENT D Disclosure of Campaign Contributions to Commissioners Form	
	ATTACHMENT E Non-Collusion Affidavit	
	ATTACHMENT F Sample Contract Form	
	ATTACHMENT G Beat 4 Area Map Beat 7 Area Map Beat 8 Area Map	
	FSP Standard Operating Procedures (January 2008) – Under separate cover.	

1.0 EXAMINATION OF RFP DOCUMENTS

Proposer shall be solely responsible for examining and acknowledging the Request for Proposal (RFP) documents, including any and all Addenda issued and posted on the Riverside County Transportation Commission (hereinafter "RCTC" or "Commission") website at <http://www.rctc.org/rfps.asp> 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 Proposer is selected. Failure of the Proposer to so examine and inform itself shall be at its sole risk and no relief for error or omission will be given.

2.0 ADDENDA AND INTERPRETATION OF RFP DOCUMENTS

Prior to submission of its proposal, Proposer may request in writing that RCTC provide 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, RCTC will issue an Addendum to the RFP. Each Addendum shall be posted on the RCTC website at <http://www.rctc.org/rfps.asp>, and Proposer must acknowledge receipt of any and all Addenda in its Proposal Letter. RCTC shall not be bound by and Proposer shall not rely upon any oral interpretation or clarification of the RFP Documents.

3.0 QUESTION AND ANSWER PROCESS

Except for Matthew Wallace, Procurement and Assets Administrator, please note that potential Proposers should NOT contact any other RCTC staff or program partners, including CHP, Commission members, RCTC Commission members' staff, or members of the evaluation committee regarding any aspect of this RFP process. Violation of this condition shall, at RCTC's sole discretion, be cause for immediate disqualification of a Proposer's proposal from the competitive process. It is intended that the selection of a consultant shall be made on merit, based on the processes and criteria set forth in the RFP.

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

Matthew Wallace, Procurement and Assets Administrator
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92502-2208
Phone: 951.787.7141 / FAX: 951.787.7906
E-mail mwallace@rctc.org

In the interests of fairness and clarity, it is requested that all questions be submitted in writing. A **pre-proposal conference** has been scheduled for Thursday, **July 14, 2011 at 2:00 p.m.** in Conference Room A of the RCTC headquarters office located at the address above. Following the pre-proposal meeting, questions may be submitted to

RCTC in writing until 4:00 p.m. on July 19, 2011. Responses, if any, to written questions received after the pre-proposal meeting will be made in writing by RCTC and issued as described above in Section 2.0. Any Proposer questions received by RCTC after the stated deadline **MAY NOT** be acknowledged or answered.

4.0 CALENDAR OF EVENTS

RFP Issued	July 1, 2011
Pre-Proposal Conference (Riverside County Transportation Commission, Conference Room 'A') 2:00 p.m.	July 14, 2011
Last Day to Submit Additional Written Questions by 4:00 p.m.	July 19, 2011
Proposals Due by 2:00 p.m.	July 28, 2011
Evaluation Committee Evaluate Proposals Reference Checks and Site Visits	August 1 – 18, 2011
Contractor Recommendation Approved by Commission (Tentative)	October 12, 2011
Completion of Truck Inspections, Driver Training, Communications Equipment Installation (Not to exceed 70 calendar days from Notice of Award)	December 21, 2011
Start of Beat 4, 7, and 8 Services	January 1, 2012

5.0 FORM OF CONTRACT TO BE AWARDED

Under no circumstances will the contract price be exceeded without RCTC approval. It is anticipated that RCTC will enter into a FULLY-BURDENED, FIXED UNIT RATE contract. The contract agreement in substantial form is contained in Attachment "F" of this RFP, subject to changes RCTC may make as it sees fit prior to execution.

6.0 RCTC RIGHTS

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

1. Reject any or all of the proposals for any reason.

2. Issue subsequent Requests For Proposals.
3. Cancel the entire Request For Proposal.
4. Remedy or overlook technical errors in the Request for 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 Proposers eligible for discussions after review of written proposals.
9. Negotiate with any, all, or none of the respondents to the RFP.
10. Solicit BAFO's from all or some of the Proposers.
11. Award a contract to one or more Proposers.
12. Accept other than the lowest monetary offer.
13. Waive informalities and minor irregularities in proposals.

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

7.0 SCOPE OF SERVICES

A. Background & Introduction

The Commission was created pursuant to California State law, and is responsible for: 1) Coordinating state highway planning; 2) Adopting regional Short Range Transit Plans; 3) Coordinating transit services; 4) Allocating Transportation Development Act funds; and 5) Coordinating county highway and transit plans with regional and state agencies. Over time, the Commission was charged with several expanded roles, including its role as the principal agency in Riverside County managing the Service Authority for Freeway Emergencies (SAFE/FSP), the Congestion Management Program, and the Measure A half-cent sales tax for transportation.

B. General Project Description

The purpose of the Freeway Service Patrol (FSP) project is to provide a continuous roving patrol for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where traffic conditions permit, safe removal of small debris will be required. Vehicle operators 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.

FSP 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 in a safe and efficient manner. Vehicle operators may spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) 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 FSP shift unless called as a rotation tow by CHP. If called as a rotation tow after a FSP shift, the vehicle operator must remove all FSP markings such as vests, uniforms, and magnetic vehicle signage.

Freeway Service Patrol hours of operation are 5:30 a.m. to 8:30 a.m. and 3:00 p.m. to 7:00 p.m., Monday through Thursday; and 5:30 a.m. to 8:30 a.m. and 1:00 p.m. to 7:00 p.m. on Friday. Contractor vehicles shall be exclusively dedicated to the service during FSP service hours. All vehicle maintenance activities shall be conducted during non-service hours.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the California Highway Patrol (CHP). The Scope of Services (Section 7.0) hereunder identifies the specific limits, number of tow trucks, number of back-up trucks, hours of operation, and tentative holidays on which the cost of each beat shall be based. RCTC 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.

To be awarded a contract, a Contractor must have a tow facility within close proximity to the service area, have been in business as a tow service operator for a minimum of five (5) years, and have a minimum of two (2) years experience in CHP tow rotation service.

A Contractor with no prior FSP experience shall be considered NEW and may only be awarded one FSP beat. A Contractor that has been terminated for cause from any FSP contract within the state shall not be eligible to participate in the Riverside County FSP program. A NEW Contractor, who remains in good standing, as determined by FSP management, may be considered for additional beat awards in future procurements.

An existing Contractor that is not in good standing as determined by information received by the FSP management staff at the time of their proposal shall be considered NEW and may only be awarded one FSP beat.

FSP Management Staff reserves the right to limit the number of beats awarded to one Contractor.

At any time during the contract's term, RCTC reserves the right to adjust Beat specifications and Beat hours 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 its assigned Beat. Tow Operators may be permitted to do this only upon CHP and/or RCTC approval.

FSP vehicle operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

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

If awarded a contract, the Contractor shall have no more than seventy (70) calendar days after the notice to proceed (the period tentatively ending December 21, 2011), in which to acquire the required equipment, have it inspected, hire and train drivers, and be operable. Any company that cannot meet the above-mentioned requirements shall not be awarded the contract(s).

C. Beat Description/Summary

FSP Beat #	CHP Area Beat#	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM
Beat 4	21	SR-91 from Magnolia Ave. to 60/91/215 Interchange	10.55	2
Beat 7	10	SR-60 from Milliken St. to Main St.	11.7	2
Beat 8	25	SR-60 from 60/91/215 Interchange to Theodore St.	9.16	2

1. **Hours of Operation:**

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

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

Each Beat requires at least one backup truck available at all times. **RCTC reserves the right to change Beat hours and operational requirements during the course of the contract.**

2. Total estimated service hours per vehicle/per year: 1,900.

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

D. Holiday Schedule

Proposer shall submit its cost proposal for provision of the required FSP tow

services five days each week, Monday through Friday, of each year during the contract term, except for the following ten (10) holidays:

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

7.1 FSP Management and Representatives

RCTC has entered into a Memorandum of Understanding with the California Department of Transportation (Caltrans) and CHP, in order to fund peak hour freeway service patrols on selected freeway segments for traffic mitigation, as well as air quality improvement within Riverside County. RCTC, Caltrans, and CHP will jointly oversee the service. RCTC serves as the contract administrator and funding partner; Caltrans provides funding and oversight; and CHP is responsible for the daily operations and field supervision of the program.

Authority for FSP derives from (a) Section 21718 (A) of the California Vehicle Code , which allows FSP trucks supervised by the CHP to stop on freeways for the purpose of rapid removal of impediments to traffic, and (b) Article 3, Section 91, of the Streets and Highways Code, which states that Caltrans is responsible for traffic management and removing impediments from the highways, as well as improving and maintaining the state highways.

7.2 Standard Operating Procedures

The guidelines and policies of the FSP program, which promote a safe work environment and maintain a level of professionalism, are contained in the Standard Operating Procedures (SOP) manual developed by the CHP. The SOP and any updates to it are incorporated into the contract with RCTC, therefore, the Contractor and their vehicle operators are responsible to operate and adhere to the most recent version of the SOP at all times.

Contractor shall be held responsible for maintaining an updated SOP (latest version issued with the RFP), which is incorporated herein by reference. SOP revisions and updates shall be unilaterally issued by RCTC or CHP, as deemed necessary by CHP or the FSP Technical Advisory Committee, and all changes, revisions and updates to the SOP, if any, shall supersede all previous or existing SOPs. A copy of the SOP is included as part of the original RFP package, and additional hard or soft copies can be

provided to all interested parties upon request.

Vehicle operators found not to be in compliance with FSP procedures defined in the SOP may be suspended and/or terminated from the FSP program and the company may also be assessed liquidated damages amounts for said violations as described herein. Liquidated damages are inclusive of other remedies at law and/or those described under the terms of the contract.

7.3 Vehicles

A. Tow Truck Requirements

Vehicles shall be exclusively dedicated to the FSP program during FSP service hours.

The FSP will use conventional wrecker Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis, and a four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract and free of any mechanical defects or physical damage. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The CHP, in conjunction with the California Department of Transportation (Caltrans) or the regional transportation agency, should verify the original purchase dates to ensure compliance.

All FSP tow trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all local, state, and federal laws associated with that truck and as outlined in the RFP.

Each tow truck shall be equipped in accordance with the CHP's Freeway Service Patrol Manual and Standard Operating Procedures Manual and, at a minimum, shall include the following:

Equipment & Supplies

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. (NOTE: The Boom must have a minimum static rating of 8,000 pounds, even though the language says that a 5,000 minimum static rating is fine – it still has to meet the required four (4) ton recovery rating regardless of the minimum).
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 3,500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 3/8" alloy or OEM specs., J/T hook assembly.
7. Rubber faced 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. Scanners need to be capable of scanning CHP Police frequencies, and must be affixed for safety concerns.
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. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps. (2)
21. Diesel fuel in plastic jerry cans. (5 gallons)
22. Unleaded gasoline in plastic jerry cans. (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9"). (1)
25. Fire extinguisher aggregate rating of at least 4 B-C units. (1)
26. Pry bar - 36" or longer. (1)
27. Radiator water in plastic container. (5 gallons)
28. Sling crossbar spacer blocks. (2)
29. 4" x 4" x 48" wooden cross beam. (1)
30. 4" x 4" x 60" wooden cross beam. (1)
31. 24" wide street broom. (1)
32. Square point shovel. (1)
33. Fusees (highway flares), 15 minute, or (36)
Fusees (highway flares), 30 minute. (20)
34. Cones 18". (6)
35. Hydraulic jack, min. 4,000 lbs., floor. (1)
36. Four way lug wrench (1 std.). (1)
37. Four way lug wrench (1 metric). (1)
38. Rechargeable air bottle or compressor, hoses, and fittings to fit (1)
tire valve stems, 100 psi capacity. (1)
39. Flashlight and spare batteries. (1)
40. Tail lights/brake lights, portable remote (1)
with extension cord. (1 set)
41. Booster cables, 25 ft. long minimum, (1)
3-gauge copper wire with heavy-duty clamps (1 set)
and one end adapted to truck's power outlets. (1)
42. Funnel, multi-purpose, flexible spout. (1)
43. Pop-Up dolly, portable for removing otherwise (1)
untowable vehicles. (1)
44. 5-gallon can with lid filled with clean absorb-all. (1)
45. Empty trash can with lid (5 gallon). (1)
46. Lock out set. (1)

Tools

Each FSP 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.

- | | |
|---|----------------|
| 47. Screwdrivers-- | |
| i. Standard-1/8", 3/16", 1/4", 5/16" | (1 each, min). |
| ii. Phillips head - #1 and #2 | (1 each, min). |
| 48. Needle nose pliers | (1) |
| 49. Adjustable rib joint pliers, 2" min. capacity | (1) |
| 50. Crescent wrench - 8" | (1) |
| 51. Crescent wrench - 12" | (1) |
| 52. 4 lb. hammer | (1) |
| 53. Rubber mallet | (1) |
| 54. Electrical tape, roll | (1) |
| 55. Duct tape, 20 yard roll | (1) |
| 56. Tire pressure gauge | (1) |
| 57. Mechanic's wire (roll) | (1) |
| 58. Bolt cutters | (1) |

B. Tow Truck Appearance

FSP vehicles bearing the service patrol title, logo, and vehicle identification number shall be painted white (includes the hood, fenders, doors, boom, and bed area – the entire truck is to be painted white). No trim will be allowed. Lettering shall be in a blocked bold style parallel to the ground and shall be no less than 2 inches by 2 inches and no greater than 4 inches in height. Lettering can only be black in color (only black will be allowed, no other colors will be permitted). Letters shall be placed on the lower body of the truck toward the cab. Contractor's name on the boom is prohibited. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy may be discussed with CHP prior to implementing, as truck compliance with current state FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes, but is not limited to, bras, chrome wheel covers, or window tint.

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

FSP markings, as well as vehicle numbers, shall be required on both sides of all trucks. The detachable markings (magnetic FSP signage) provided by RCTC, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The vehicle operator shall be required to keep the title and logos clean, straight, and in readable condition throughout the service patrol's operation. The operator is also required to keep the magnetic signage flat (do not bend in any way) and clean while being stored during non-FSP operational hours.

C. Vehicle Inspections

Prior to commencement of service, the CHP will inspect each vehicle designated for the FSP 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, poorly maintained, or improperly equipped vehicle(s) shall be removed from service, and if discovered to be in such a condition during the shift said vehicle(s) shall be removed from service or repaired as directed by the CHP, and **the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments for the remainder of that shift, plus the loss of revenue for the down time.** Spare vehicles, also known as "back-ups", 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 for the duration of each and every FSP shift.

The vehicle operator shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory the required equipment prior to the start of each and every shift. The vehicle operator shall be required to complete a driver log, which is used to track the mileage. A shift inspection/inventory log shall be completed by the vehicle operator prior to the start of each shift and be available for inspection. 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.

D. Spare/ Back-Up Vehicles

The Contractor shall be required to have one spare certified FSP tow truck per Beat available during FSP service hours that is in full compliance with the agreement, unless otherwise authorized by RCTC and CHP in writing. The spare vehicle should be used during FSP service hours when a primary vehicle is unavailable. The spare vehicle shall meet the same requirements for equipment, set-up, and color as the primary vehicles. It shall meet all the vehicle equipment specifications.

E. 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 trucks are not in service. **If a vehicle is not made available within the required 45 minute time period, the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments for every minute that exceed the 45 minute replacement period until a certified FSP compliant spare/back-up 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 until a replacement is placed into service. If**

the entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate times the total minutes for the affected shift.

Vehicle maintenance shall be performed during non-FSP service hours.

In addition, not having a certified FSP “spare or back-up” driver available is not an allowable excuse for not having a spare (back-up) vehicle on the beat within the 45 minute time period. If the Contractor does not have a dedicated or spare truck on the Beat because a certified FSP driver is not available, the Contractor shall be fined three (3) times the hourly contract rate in 1 minute increments until a certified FSP replacement driver is provided. If the entire shift is missed because a driver was not available, the Contractor shall be fined for the entire shift at three (3) times the hourly rate times the total minutes for the affected shift.

7.4 Communications Equipment and Computers

A. Communications Equipment

Each FSP 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 data collection. The AVL system, radios, handheld/PDA equipment shall be purchased, owned and supplied by RCTC. RCTC shall select the equipment installation vendor.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment provided by RCTC. The Contractor shall be liable for any damage to the RCTC-owned communication equipment. The Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody, and control of the equipment. RCTC will deduct repair fees as well as the full replacement cost of any RCTC equipment due to improper use or negligence by the Contractor from any payment due to the Contractor under this agreement. RCTC supplied vehicle communications equipment shall be returned in full working condition upon contract termination. The cost of any equipment not returned within a reasonable time period 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 (mounted) in all vehicles.

The Contractor is also required to use Nextel wireless cell phones with push to talk capability for communications with the CHP Communications Center and the CHP Field Supervisor. Wireless cell phones shall be purchased and maintained by the Contractor. The Contractor will also be responsible for all operating costs as well. In addition, tow operators are not permitted to take pictures, video, or capture any other images while performing FSP duties during FSP operational hours. These actions will not be tolerated and a driver may be terminated if it is discovered they are doing so.

In addition, any input of data into the PDA device shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones are limited by and subject to California State Law.

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 FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

B. Computer Equipment

The Contractor shall purchase and maintain a computer workstation with high speed internet access and email to communicate with RCTC staff and transfer FSP data collected with handheld/PDA units. **Handheld/PDA units shall 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 based machine with at least 512MB memory, 10 gig hard drive, network card, CDROM, optical mouse, keyboard and monitor. Computer workstation shall be equipped with the following software and licenses; Windows 7, AntiVirus software (Norton, McAfee, Trend Micro), email software, Microsoft Excel, and Microsoft Active Synchronizer or Windows Mobile Device Center.

The Contractor must ensure that the computer equipment and Handheld/PDA units are inspected and cleaned on a quarterly basis, or more frequently if 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 or go home with a driver or anyone else.** All Handhelds/PDA's must be connected to a battery charger in the secure workstation area at the tow operator's facility during non-FSP operational hours. Except for when the PDA is being used during FSP operational service hours, it must be plugged in and being charged at all times. This is required so that data and software "patches" are not lost. PDA's are to be with the driver in their FSP truck during FSP operational hours or (during non-FSP operational hours) connected to a battery charger in the designated secure workstation of the tow operator's facility. Any other location shall not be permitted.

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 immediately report any issues with the work station or the PDAs to the RCTC FSP Program Manager or one of the FSP CHP Officers. Contractor is directly responsible to ensure their computer work station is operating, can interface with PDAs, and **has internet access at all times** – this is a contract requirement.

The Contractor shall provide access to the workstation and PDAs for RCTC staff, or their designated designee, at **any time** during the course of the Contract. **In addition, the Contractor shall also make the workstation available to RCTC, or its designee, 30 calendar days prior to the start of the new service.**

The contractor shall be available to review data with RCTC, or its designee, at any time. 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 a quarterly inspection report to RCTC indicating the status of all equipment. RCTC will provide the submittal form. Tow operators should consider the accurate completion and timely return of this form as part of their contract requirements.

C. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to RCTC's specifications, and/or is disconnected or moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, disconnecting any connectors, or interfering with the operations of the equipment.

If tampering is suspected, FSP Management may conduct an inspection of the equipment on the Beat or the vehicle may be sent to a designated location determined by FSP Management.

1. If tampering is found while the vehicle is used during FSP operational hours, the driver and vehicle will be immediately taken out of service and the Contractor shall be fined in one (1) minute increments at three (3) times their hourly rate, until such time that the back-up truck is deployed. Please note that if tampering is discovered, the penalties (three times the hourly rate in one minute increments) shall begin immediately upon the discovery of the tampering. The normal 45 minute back-up truck time allowance will not be considered "non-penalty" time under these circumstances. The penalties shall begin immediately upon the tampering being discovered.

2. If the vehicle is suspected to have equipment that has been tampered with, it may be sent to a designated location determined by FSP Management and CHP for an inspection. If tampering is found, the Contractor will be retroactively fined three times the hourly rate in one minute increments from the time the tampering was first suspected. The penalties will continue until a certified FSP back-up truck is deployed. The normal 45 minute back-up truck time allowance will not be considered “non-penalty” under these circumstances.

Tampering Repairs

If tampering is discovered during FSP operational hours, the vehicle will be taken out of service and will remain out of service until the repair and the documentation can be completed by the FSP Program designated installer. FSP Management determines the designated installer. The transportation, labor, and repair costs will be the responsibility of the Contractor. Costs incurred to repair and document the equipment will be deducted from the tow operators monthly invoice.

Tampering Penalties

The Contractor will also be assessed a \$250 fine (whether the tampering is discovered while on the Beat, or if it was suspected and later confirmed) per incidence on their monthly invoice. If it is determined that the Driver tampered with the equipment, the Driver will be suspended for a minimum of 30 days for the initial tampering offense and subject to termination from the FSP Program for any subsequent tampering violations.

7.5 Vehicle Operators

A. Operator Qualifications and Performance

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 at the time of background check. 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 any time they leave the assigned Beat. 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 FSP vehicle operator shall be required to complete an assist record for each incident. Each assist record should be accurate. Contractors or Operators providing false or misleading information to FSP Management shall be subject to disciplinary action and

will be handled on a case-by-case basis.

CHP, Caltrans, and RCTC maintain strict drug and alcohol policies. Contractors shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy and an employee alcohol/drug-testing program. Any FSP 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 also be an active participant in the DMV Pull Notice Program and penalties shall apply pursuant to Section 4.4 Equipment Requirements paragraph C.

If a vehicle operator is 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, the Contractor shall permanently remove that vehicle operator from duties under the FSP program. If a vehicle operator is charged with any of the above crimes, the Contractor shall immediately suspend that vehicle operator 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, RCTC retains the right to have the Contractor remove that vehicle operator from the duties under the FSP program.

B. Operator Training

All company owners and FSP vehicle operators, including back-up drivers, shall be required at the Contractor's expense to complete the CHP two-day training program which costs up to \$50.00 (fee is for the DL64 Tow Truck Driver Certificate) per driver. Contractors shall pay all FSP 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 FSP service and the Contractor's contract may be terminated immediately. Additionally, a "back-up" driver that meets all the requirements of a vehicle operator must be active and identified by the tow provider prior to beat implementation.

Mandatory CHP refresher training classes shall be scheduled during non-FSP hours. A **minimum** of four (4) hours refresher training per year shall be required (at Contractor's expense). **Contractors shall pay all FSP operators and back-up drivers for attending the required training.**

Vehicle operators will be required to utilize a Handheld/PDA to input information about mileage, inspection, and 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 on using a Handheld/PDA unit to communicate with CHP staff while in the field.

C. Operator Driving Record and Criminal History Check

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP (refer to Chapter 11, Annex A).

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a Tow Truck Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract. Any operator or potential operator not meeting the requirements put forth in the Freeway Service Patrol Manual (HPM 100.47) or Tow Service Agreement for Rotational Tow Operator (HPM 81.2, Vehicle Procedures Manual, Element 15 (C and D), Annex GG, "Criminal Conviction Disqualifications for Rotational Tow Operator/Drivers") will be automatically excluded from the FSP Program. In addition, RCTC and/or CHP may, in its sole discretion, require a contractor to replace any driver or potential driver who it determines is not suitable to represent the FSP Program based on the background check. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting. Background checks will be completed by CHP within five (5) working days of the acceptance of a CHP 234F.

7.6 Vehicle Operator Uniform

It shall be the responsibility of the Contractor to provide the vehicle operator with specified uniforms, boots, 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.

A safety vest with reflective stripes shall be worn and supplied by RCTC. A small FSP

logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. RCTC will supply vests with the FSP logo patches already sewn on per CHP's required patch placement locations. The name of the vehicle operator (the driver) shall be displayed on a detachable metal nameplate, pinned to the right front side of the vest. The first initial of the first name and the full last name shall be on the nameplate. The Contractor is responsible for obtaining CHP approval of the driver name plates, and the Contractor is responsible for the purchase and placement of the FSP driver name plate. RCTC nor CHP supplies the required driver name plate. An FSP logo patch is not required to be sewn on the navy blue FSP driver uniform.

All FSP 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 long sleeve uniform shirt/jumpsuit. A navy blue jacket may also be worn as a Contractor's option if it meets all the uniform specifications and is worn under the safety vest.

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

Hats, if worn, shall be baseball-type caps and navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A picture of the uniform is provided in Attachment "A", FSP Uniform Requirements.

Contractor should refer to the most current SOP to ensure they are following the most recent requirements. SOP revisions and updates shall be unilaterally issued by RCTC, as deemed necessary by RCTC management, and all changes, revisions and updates to the SOP, if any, shall supersede all previous or existing SOPs. A copy of the SOP is included as part of the original RFP package, and additional hard or soft copies can be provided to all interested parties upon request. Additionally, a current version of the SOP will be maintained on the RCTC website.

7.7 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. Through the Proposal document shown in Attachment "B.4", Contractor Representative Form, the Contractor shall 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) and the County of Riverside. Also note on page 11, Section 7.3.E, **a backup vehicle and a certified FSP driver must be available within a 45 minute request of the Beat area.**

This requirement may also determine if the local office is close enough to satisfy the requirements under this section as well.

The Contractor shall also provide **telephone, fax service, and email** 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 and an email address that is monitored daily** shall be provided for notification purposes during operational and non-service hours. The Contractor will be responsible for having a company representative monitor and review messages/notices on a daily basis.

7.8 Remedies and Liquidated Damages

RCTC has a need to deal contractually with a range of failures by Contractors to meet contractual standards and requirements short of suspension or termination. Failure to meet contractual standards and requirements constitute a default under the contract and is subject to the various remedies provided in the contract, up to and including termination of the contract.

It is clear that any default that is related to service or contractors readiness for service will either degrade service or lead to the degradation of service. The failure to meet contractual standards and requirements, therefore, causes damages to the FSP program and its participants (RCTC, CHP and Caltrans) and to the public being served by the FSP program. Because of the public service nature of the mission of the FSP, described generally in the Standard Operating Procedures (SOP), to keep traffic and commerce flowing on the regional freeways, the damages arising from contractor's failure to meet the contractual standards and requirements are impractical or extremely difficult to ascertain on an individual basis.

The contract has therefore established a series of remedies to attempt to deal with a range of defaults. The most egregious default will result in suspension or termination. Lesser defaults will result in the assessment of liquidated damages. These lesser remedies have been described in the SOP as fines, violations or penalties. This is not a correct characterization of the intent of the remedies. The remedies arise because the contractor is in default and the FSP and the public it serves is damaged by that default. The remedies are to compensate FSP for its damages and to encourage compliance with performance requirements of the contract.

8.0 MINIMUM PROPOSER QUALIFICATIONS

All potential Proposers must have: **(1)** a current and valid business license; **(2)** a minimum of five years experience in operating a tow service; **(3)** at least two years experience in CHP

rotation tow service at the time the proposal is submitted; and **(4)** a history of compliance with all federal, state and local laws governing the operation of a tow service. IF YOUR FIRM DOES NOT MEET THESE MINIMUM QUALIFICATIONS, PLEASE DO NOT SUBMIT A PROPOSAL.

9.0 PREPARATION OF PROPOSALS

9.1 General Format

Proposals shall be prepared on bound 8-1/2" x 11" paper, stapled, double-sided with no color (black print only). Proposals should not exceed fifty (50) pages in length, excluding any RCTC-provided forms or attachments.

9.2 Proposal Content

Proposers shall include all forms shown in Attachments "B", "C", "D" & "E".

A. Proposal Letter – see Attachment B

B. Proposal Form – see Attachment B.1

C. Proposal Narrative

TAB 1: Qualifications, Related Experience, and References

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of its experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Proposer to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; the number of years under the current owner or president; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and total number of tow vehicles and employees.
- (2) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for

assignment to this project. Describe experience in working with the various government agencies identified in this RFP. List and disclose any suspensions, terminations, or disciplinary action brought against your company by a governmental agency.

- (3) List and disclose bankruptcy, pending litigation, planned office closures, or any impending mergers. Provide any additional information about the firm's financial condition that may relate to its ability to complete the project.
- (4) Furnish a current and valid business license for the firm.
- (5) **COMPLETE Attachment C, providing at least five references for related services provided by the Proposer that reflect at least five years of professional experience providing tow services. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience.**

TAB 2: Project Organization and Proposed Staffing

This section of the proposal should establish the method, which will be used by the Proposer to manage the project as well as identify key personnel assigned.

Proposer to:

- (1) Identify the specific office location to support FSP operations on the beats solicited in this RFP. Estimate the distance (miles) from this location to the nearest end of the beat; estimate the time (minutes) to travel this route during congested and uncongested periods.
- (2) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm. Describe any training your firm provides for the tow truck drivers. Explain how and when your firm checks motor vehicle driving records for each driver.
- (3) Provide education, experience, and applicable professional credentials of project staff.

- (4) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the RCTC.

TAB 3: Work Plan

Proposer should provide a narrative, which addresses the Scope of Work, and shows Proposer's understanding of RCTC's needs and requirements. Proposer should explain how they will address project implementation, the hiring of and training of staff and operators for the project (including plans on recruiting and retaining drivers), and how supervision will be conducted to maintain compliance with the contractual and SOP terms. This must be detailed in writing so that a clear and concise plan is demonstrated to the evaluation committee as to how you intend to meet the project schedule and timeframe, and how the program will be maintained over time. Note that repeating information and requirements in the RFP is not an acceptable response to this section.

Proposer to:

- (1) Describe the approach to completing the services specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Proposers ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in performing the services and specify who would perform them.
- (3) Furnish a project schedule for starting up the project in terms of elapsed weeks from the project commencement date.
- (4) Identify methods that Proposer will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Proposer would propose

to address them.

(6) Describe the firm's drug and alcohol policy.

D. Price Proposal Form – see Attachment B.3

The Proposer shall provide a fully-burdened, firm, fixed rate specifying a price per service hour to perform all of the work specified in the Scope of Services. Note that the current hourly rates under contract to RCTC for the performance of similar services to the Beats described in this RFP, range between \$48.50 and \$52.00 per hour. RCTC does not provide an hourly rate target or budget for the services requested in this RFP, but felt that it would be helpful to identify current hourly rates.

Proposers may propose for all Beats. **However, the Proposer must propose for each Beat separately (a separate proposal packet for each individual Beat). Each Beat will be evaluated separately, and the all-inclusive flat hourly rate proposed must not be dependent on being awarded another Beat. It is possible that each of the two individual Beat areas described here within will be awarded to two different operators. Beats proposed as a package WILL NOT be accepted.**

FSP Management Staff reserves the right to limit the total number of FSP beats awarded to a single Contractor, as staff determines is in the best interests of the Commission.

The proposal price shall be based on an hourly cost for supplying the required number of FSP vehicles and operators for that Beat's hours of operations as described in Section 7.0, Scope of Services, as well as for furnishing all labor, materials, tools, equipment, operating and capital costs, insurance, overhead, and incidentals and other direct and indirect costs.

All price proposals shall be submitted using Attachment B.3 (Detailed Cost Schedule and Rate Summary Sheet). Each proposal shall include the year, manufacturer, model, current mileage, and vehicle identification number (VIN) of each truck that will be used for the project. The same information shall be provided for spare (also known as the "back-up") vehicle. If a Proposer 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.

E. Contractor Information Form – see Attachment B.2

F. Contractor Representative Form – see Attachment B.4

G. Disclosure of Campaign Contributions - see Attachment D

10.0 MODIFICATIONS AND ALTERNATIVE PROPOSALS

Proposer 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 Section 13.0 "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.

11.0 SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

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

12.0 WITHDRAWAL OF PROPOSALS

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

13.0 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE

An original and eight (8) copies of each proposal must be submitted. Each proposal submitted by Proposer shall be delivered to RCTC's office no later than the date and time shown in Section 4.0, CALENDAR OF EVENTS. It is the Proposer's sole responsibility to see that its proposal is received as stipulated. The Proposer must warrant that the cost proposal will remain in effect for one hundred twenty (120) days from the date specified in the RFP and state such in their Proposal Letter.

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 and SEPARATE PROPOSALS MUST BE SUBMITTED FOR EACH BEAT. All proposals must be received no later than **July 28, 2011 by 2:00 p.m.**, 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.

14.0 PROPOSAL EVALUATION AND BASIS OF AWARD

1. Basis of Award

Any contract resulting from this RFP will be awarded to the responsive and responsible Proposer earning the highest total evaluation score under the terms of the stated evaluation criteria. RCTC may invite Proposers within the competitive

range for interviews to discuss the merits and/or deficiencies of their respective proposals; however, RCTC is under no obligation to enter into discussions or conduct negotiations with a Proposer, and can award a contract on the basis of the offers received.

2. Evaluation Criteria

RCTC will evaluate the proposals received based on the following criteria:

a. **Qualifications of the Firm – 30 points max.**

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

b. **Staffing and Project Organization – 30 points max.**

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 Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel; lack of suspensions and violations issued by governmental agencies.

c. **Work Plan – 10 points max.**

Depth of Proposer's understanding of RCTC's requirements and overall quality of work plan identified in Section 6d above; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; plan and ability to recruit and retain drivers; ability to meet the implementation schedule; ability to meet the Beat start time, as well as providing spare vehicles within the required timeframe; utility of suggested technical or procedural innovations.

d. **Cost and Price – 30 points max.**

Earned point values for each Offeror's price proposal shall be based upon estimated project hours for the period of performance, inclusive of options, and each firm's proposed hourly rate(s). Total Points Earned for each Offeror's price proposal will be factored into their respective overall evaluation scores in the following manner:

30 Points (Max.)		
Ranking	Percentage of Max. Points	Total Points Earned
Lowest Price	100%	30 points
Second Lowest Price	80%	24 points
Third Lowest Price	60%	18 points
Fourth Lowest Price	40%	12 points
Fifth Lowest Price	20%	6 points

In the event of a tie between two or more Offerors' price proposals, each of the tied price proposals will be ranked equally and assigned an equivalent number of Total Points Earned based upon the Offerors' shared ranking under the terms of the table above.

3. **Evaluation Procedure.** An Evaluation Committee comprised of one or more RCTC 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, RCTC may interview and conduct on site visits with a maximum of five (5) short listed firms per beat.
4. **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 RCTC's Commission for consideration and selection. The Evaluation Committee may also negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract that best meets the needs of RCTC. RCTC reserves the right to request Best and Final Offers (BAFOs) from some or all of the Proposers.

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

5. **Notifications of Award and Debriefing.** Firms who submit a proposal in response to this RFP shall be notified in writing regarding the firm that was awarded the contract. Such notification shall be made within ten (10) days of the date the contract is awarded.
Proposers who were not awarded the contract may obtain a prompt explanation

concerning the strengths and weaknesses of their proposal. Unsuccessful Proposers 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.

15.0 PROTESTS

Proposers may protest the recommended award made by RCTC, provided the protest is in writing, contains the title of the RFP, is delivered to RCTC, and is submitted within ten (10) calendar days of the date on the notification of intent to award by RCTC. Grounds for a protest are: RCTC failing to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; violating conflict of interest as provided by California Government Code Section 87100 et seq.; or there has been a violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the RCTC Executive Director, or his/her designee.

RCTC will consider only those specific issues addressed in the written protest. A written response by RCTC will be directed to the protesting Proposer within fourteen (14) business days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

ATTACHMENTS

ATTACHMENT A

FSP UNIFORM REQUIREMENTS

RFP NO. 11-45-146-00 (FSP Beat Nos. 4, 7, & 8)



ATTACHMENT B

PROPOSAL LETTER

RFP NO. 11-45-146-00 (FSP Beat Nos. 4, 7, & 8)

Proposer _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

MATTHEW WALLACE, PROCUREMENT AND ASSETS ADMINISTRATOR
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
4080 LEMON STREET, 3RD FLOOR
RIVERSIDE, CALIFORNIA 92502-2208

In response to the Request for Proposal ("RFP"), for the Riverside County Freeway Service Patrol (FSP), we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, 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 Proposal Form within one hundred and 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 "F", within 30 calendar days following RCTC acceptance of proposal, and will deliver to the RCTC prior to execution of the Contract the necessary original Certificates of Insurance.

If the Proposer requests any changes to this Contract Agreement language, such requests must be included within this letter or it shall be understood that the Proposer accepts the terms and conditions contained in Attachment "F" 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 RCTC will not be responsible for any errors or omissions in these RFP Documents.

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Carefully reviewed the accuracy of all statements shown in this Proposal;
- B. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Subcontractor, Supplier) performing the work fulfill the specified requirements, and
- C. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.
- D. Unless otherwise noted within this letter, the proposal has been submitted without exception and all Commission Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the Commission to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

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

(Name)_____ (Title) _____ (Phone) _____

(Name)_____ (Title) _____ (Phone) _____

(Name)_____ (Title) _____ (Phone) _____

Exceptions (if any):

Therefore, the undersigned hereby agrees that the Commission will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Addendum No(s):

No.	Date	Initials
_____	_____	_____
_____	_____	_____

BY: _____
(Signature)

(Title)

(Type or Print Name)

(Telephone/ E-mail Address)

ATTACHMENT B.1

PROPOSAL FORM

RFP No. 11-45-146-00 (FSP Beat Nos. 4, 7, & 8)

FIRM 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. All questions must be answered. (DO NOT SIMPLY SAY “REFER TO RFP PAGE #xx”)

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: _____

Please provide detail for the firm’s most recent participation in CHP Rotation Tow

Division	Years	CHP contact	CHP phone
<i>Example: LA</i>	<i>2006-2010</i>	<i>Officer David</i>	<i>555-555-5555</i>

Current Number of Tow Trucks Operating: _____

2. FSP Operating Hours: _____

3. Describe activities prohibited by FSP Contractors:

4. Describe FSP contractor duties on a daily basis:

5. How frequently will a contractor's vehicles be inspected by CHP?

6. What tests must a FSP vehicle operator pass before operating FSP service?

- A. _____
- B. _____
- C. _____

7. What does a FSP operator wear?

8. What equipment is found on a FSP tow truck? (Attach separate list)

9. What are the FSP insurance requirements a contractor must meet?

10. How many trucks (including back-up trucks) and drivers must a contractor have for this Beat? _____

11. Additional information may be attached.

Name: _____ Date: _____

Name of Assistants Completing Form: _____

ATTACHMENT B.2

CONTRACTOR INFORMATION FORM

RFP No. 11-45-146-00 (FSP Beat Nos. 4, 7, & 8)

Name of Company: _____

Address: _____

Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):

Federal Tax I.D. Number: _____

Business License Number: _____

Consultant Authorized Signature for Agreement:

Contact Name: _____

Contact Title: _____

Phone: _(____)_____ Fax: _(____)_____

E-mail: _____

Consultant Point of Contact:

Contact Name: _____

Contact Title: _____

Phone: _(____)_____ Fax: _(____)_____

E-mail: _____

Is your company a Certified Disadvantaged Business Enterprise (DBE)?

Yes No

Will your company be utilizing Certified Disadvantaged Business Enterprise (DBE) firm(s) under this agreement?

Yes No

ATTACHMENT B.3 (Beat No. 4)

DETAILED COST SCHEDULE

**Must Be Included with Each Beat
Beat No. 4**

(Base these costs on the initial three year contract period only)

- 1. Hourly Rate for the 3-year period (No escalation is permitted) \$ _____*
- 2. Total Three Year Contract Cost for the Beat: _____
Beat 4: Hourly Rate "1" above X 2 trucks x 1,900 hours of service X 3 years \$ _____

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

	<u>Rate/Hour (Breakdown)</u>
a. Labor	\$ _____
b. Benefits	\$ _____
c. Equipment (Truck payment)	\$ _____
d. Fuel (Operating as well as motorist) Identify average annual cost per gallon: \$ _____	\$ _____
e. Insurance (Liability, Workers' Comp.)	\$ _____
f. Materials and Supplies	\$ _____
g. Other Incidentals (list)	\$ _____
h. Profit/Overhead	\$ _____
 Total cost per Hour per Truck (sum of items a. thru h.) must agree with cost per hour which is line "1" above. Note, this hourly rate must also coincide with the rate specified in the Price Summary Sheet for the initial contract term (3-year Base Period)	 \$ _____*

AUTHORIZED SIGNATURE:

DATE:

**FSP BEAT No. 4
RATE SUMMARY SHEET**

Beat 4 – State Route (SR) 91 from Magnolia Ave. to 60/91/215 Interchange (10.55 miles)

Instructions: On this form please quote the fully-burdened, 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 the “option terms”. The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

<u>TERM</u>	<u>HOURLY RATE</u>
Initial Term: January 1, 2012 through December 31, 2014 (No escalation) <i>(Rate must coincide with the rate identified in line “1” on the Detailed Itemized Cost Schedule)</i>	\$ _____
Option Term #1, January 1, 2015 – December 31, 2015	\$ _____
Option Term #2, January 1, 2016 – December 31, 2016	\$ _____

NOTE: Your proposal should take into consideration all three vehicles plus a backup truck, equipment, operating cost, insurance, capital costs, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles), supplies, expendable items, incidentals, and all other direct and indirect costs. Please refer to Section 7.0, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION - include VIN and mileage of existing vehicles. If a Proposer 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. If you plan to purchase new vehicles, under the VIN and Mileage indicate “Plan to purchase new vehicles.”

<u>Year</u>	<u>Manufacture</u>	<u>Model</u>	<u>VIN</u>	<u>Mileage</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

AUTHORIZED SIGNATURE: _____ DATE: _____

ATTACHMENT B.3 (Beat No. 7)

DETAILED COST SCHEDULE

**Must Be Submitted with Each Beat
Beat No. 7**

(Base these costs on the initial three year contract period only)

- 1. Hourly Rate for the 3-year period (No escalation is permitted) \$ _____*
- 2. Total Three Year Contract Cost for the Beat: _____
Beat 7: Hourly Rate "1" above X 2 trucks x 1,900 hours of service X 3 years \$ _____

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

	<u>Rate/Hour (Breakdown)</u>
a. Labor	\$ _____
b. Benefits	\$ _____
c. Equipment (Truck payment)	\$ _____
d. Fuel (Operating as well as motorist) Identify average annual cost per gallon: \$ _____	\$ _____
e. Insurance (Liability, Workers' Comp.)	\$ _____
f. Materials and Supplies	\$ _____
g. Other Incidentals (list)	\$ _____
h. Profit/Overhead	\$ _____
Total cost per Hour per Truck (sum of items a. thru h.) must agree with cost per hour which is line "1" above. Note, this hourly rate must also coincide with the rate specified in the Price Summary Sheet for the initial contract term (3-year Base Period)	\$ _____*

AUTHORIZED SIGNATURE:

DATE:

**FSP BEAT No. 7
RATE SUMMARY SHEET**

Beat 4 – State Route (SR) 60 from Milliken St. to Main St. (11.7 miles)

Instructions: On this form please quote the fully-burdened, 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 the “option terms”. The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

<u>TERM</u>	<u>HOURLY RATE</u>
Initial Term: January 1, 2012 through December 31, 2014 (No escalation) <i>(Rate must coincide with the rate identified in line “1” on the Detailed Itemized Cost Schedule)</i>	\$ _____
Option Term #1, January 1, 2015 – December 31, 2015	\$ _____
Option Term #2, January 1, 2016 – December 31, 2016	\$ _____

NOTE: Your proposal should take into consideration all three vehicles plus a backup truck, equipment, operating cost, insurance, capital costs, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles), supplies, expendable items, incidentals, and all other direct and indirect costs. Please refer to Section 7.0, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION - include VIN and mileage of existing vehicles. If a Proposer 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. If you plan to purchase new vehicles, under the VIN and Mileage indicate “Plan to purchase new vehicles.”

<u>Year</u>	<u>Manufacture</u>	<u>Model</u>	<u>VIN</u>	<u>Mileage</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

AUTHORIZED SIGNATURE: _____ DATE: _____

ATTACHMENT B.3 (Beat No. 8)

DETAILED COST SCHEDULE

**Must Be Submitted with Each Beat
Beat No. 8**

(Base these costs on the initial three year contract period only)

1. Hourly Rate for the 3-year period (No escalation is permitted) \$ _____*
2. Total Three Year Contract Cost for the Beat: _____
- Beat 8: Hourly Rate "1" above X 2 trucks x 1,900 hours of service X 3 years** \$ _____

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

	<u>Rate/Hour (Breakdown)</u>
a. Labor	\$ _____
b. Benefits	\$ _____
c. Equipment (Truck payment)	\$ _____
d. Fuel (Operating as well as motorist)	\$ _____
Identify average annual cost per gallon: \$ _____	_____
e. Insurance (Liability, Workers' Comp.)	\$ _____
f. Materials and Supplies	\$ _____
g. Other Incidentals (list)	\$ _____
h. Profit/Overhead	\$ _____
Total cost per Hour per Truck (sum of items a. thru h.) must agree with cost per hour which is line "1" above. Note, this hourly rate must also coincide with the rate specified in the Price Summary Sheet for the initial contract term (3-year Base Period)	\$ _____*

AUTHORIZED SIGNATURE:

DATE:

**FSP BEAT No. 8
RATE SUMMARY SHEET**

Beat 8 – State Route 60 from 60/91/215 Interchange to Theodore St. (9.16 miles)

Instructions: On this form please quote the fully-burdened, 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 the “option terms”. The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

<u>TERM</u>	<u>HOURLY RATE</u>
Initial Term: January 1, 2012 through December 31, 2014 (No escalation) <i>(Rate must coincide with the rate identified in line “1” on the Detailed Itemized Cost Schedule)</i>	\$ _____
Option Term #1, January 1, 2015 – December 31, 2015	\$ _____
Option Term #2, January 1, 2016 – December 31, 2016	\$ _____

NOTE: Your proposal should take into consideration all three vehicles plus a backup truck, equipment, operating cost, insurance, capital costs, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles), supplies, expendable items, incidentals, and all other direct and indirect costs. Please refer to Section 7.0, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION - include VIN and mileage of existing vehicles. If a Proposer 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. If you plan to purchase new vehicles, under the VIN and Mileage indicate “Plan to purchase new vehicles.”

<u>Year</u>	<u>Manufacture</u>	<u>Model</u>	<u>VIN</u>	<u>Mileage</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

AUTHORIZED SIGNATURE: _____ DATE: _____

ATTACHMENT B.4

CONTRACTOR REPRESENTATIVE FORM

RFP No. 11-45-146-00 (FSP Beat Nos. 4, 7, & 8)

CONTRACTOR NAME: _____

PRINCIPAL: _____
(Print)

(Signature) (Date)

ALTERNATE NO. 1 _____

ALTERNATE NO. 2 _____

ALTERNATE NO. 3 _____

The above named individuals have read and understand the FSP Contract. At least one of these individuals will be available at the contractor's office during FSP 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.

ATTACHMENT C

REFERENCE FORM

RFP No. 11-45-146-00 (FSP Beat Nos. 4, 7, & 8)

Provide experience and past performance information in the format provided below. At least five (5) years of relevant professional tow service experience. RCTC will contact references to verify information provided and inquire of past performance data. Add additional pages, if necessary.

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, ADDRESS, PHONE NO. CONTRACT PERSON	TOTAL VALUE OF CONTRACT	DATE CONTRACT BEGAN	DATE CONTRACT ENDED
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		

ATTACHMENT D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

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 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 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.

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

Bob Buster, County of Riverside
John F. Tavaglione, County of Riverside
Jeff Stone, County of Riverside
John J. Benoit, County of Riverside
Marion Ashley, County of Riverside
Bob Botts / Don Robinson, City of Banning
Roger Berg / Jeff Fox, City of Beaumont
Joseph DeConinck / Carie Covell, City of Blythe
Ella Zanowic / Jeff Hewitt, City of Calimesa
Mary Craton / Barry Talbot, City of Canyon Lake
Greg Pettis / Kathleen DeRosa, City of Cathedral City
Steven Hernandez / Eduardo Garcia, City of Coachella
Karen Spiegel / Steve Nolan, City of Corona
Scott Matas / Russell Betts, City of Desert Hot Springs

Adam Rush / Ike Bootsma, City of Eastvale
 Larry Smith / Robert Youssef, City of Hemet
 Douglas Hanson / Patrick Mullany, City of Indian Wells
 Glenn Miller / Michael Wilson, City of Indio
 Terry Henderson / Don Adolph, City of La Quinta
 Bob Magee / Melissa Melendez, City of Lake Elsinore
 Darcy Kuenzi / Wallace Edgerton, City of Menifee
 Marcelo Co / Richard Stewart, City of Moreno Valley
 Rick Gibbs / Kelly Bennett, City of Murrieta
 Berwin Hanna / Kathy Azevedo, City of Norco
 Jan Harnik / William Kroonen, City of Palm Desert
 Steve Pougnet / Ginny Foat, City of Palm Springs
 Daryl Busch / Al Landers, City of Perris
 Scott Hines / Gordon Moller, City of Rancho Mirage
 Steve Adams / Andy Melendrez, City of Riverside
 Scott Miller / Andrew Kotyuk, City of San Jacinto
 Ron Roberts / Jeff Comerchero, City of Temecula
 Ben Benoit / Timothy Walker, City of Wildomar
 Raymond Wolfe, Governor's Appointee

I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months and for 3 months following the conclusion of the Proceeding to any Commissioner:

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

Date of Disclosure (Same As Bid Date) _____

BIDDER:

 Signature of Bidder

 Name

 Title

 Company

 Address

 City, State, and Zip Code

ATTACHMENT E

NON-COLLUSION AFFIDAVIT

RFP No. 11-45-146-00 (FSP Beat Nos. 4, 7, & 8)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposal, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

CONTRACTOR NAME: _____

PRINCIPAL: _____
(Print)

(Signature)

(Date)

ATTACHMENT F

SAMPLE CONTRACT FORM

RFP No. 11-45-146-00 (FSP Beat Nos. 4, 7, & 8)

Note Items in red/bold/underline will be filled in with contract execution

Agreement No. 11-45-146-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION, ACTING AS THE
RIVERSIDE COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES,
AND
[NAME OF CONTRACTOR]
FOR
FREEWAY SERVICE PATROL FOR BEAT # X WITHIN RIVERSIDE COUNTY**

1. PARTIES AND DATE.

1.1 This Contract ("Contract") is made and entered into this Xth day of Month, 2011, by and between the Riverside County Transportation Commission, a public entity, acting as the Riverside County Service Authority for Freeway Emergencies (referred to herein as "SAFE"), and [NAME OF FIRM], a [LEGAL STATUS OF CONTRACTOR e.g., CORPORATION] (referred to herein as "CONTRACTOR"). SAFE and CONTRACTOR are sometimes individually referred to herein as "Party" and collectively as "Parties".

1.2 The California Highway Patrol herein referred to as "CHP" and California Department of Transportation, herein referred to as "Caltrans" are hereby expressly designated as third-party beneficiaries of CONTRACTOR's performance under this Contract.

2. RECITALS.

2.1 **WHEREAS**, the Riverside County Transportation Commission ("RCTC") is a California County Transportation Commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code;

- 2.2 **WHEREAS**, RCTC is authorized, pursuant to Section 2550 et seq. of the California Streets and Highways Code, to act as SAFE for purposes of providing a motorist aid system, including provision of freeway service patrols;
- 2.3 **WHEREAS**, SAFE requires the services of a CONTRACTOR to provide the freeway service patrol professional services as described in the Scope of Services;
- 2.4 **WHEREAS**, SAFE has determined that CONTRACTOR is best qualified to perform the required services;
- 2.5 **WHEREAS**, the CONTRACTOR is able and willing to perform the required services under the terms and conditions of this Contract;
- 2.6 **WHEREAS**, RCTC is the short range transportation planning agency for Riverside County, and programs federal, state, and local funds. RCTC has entered into a Memorandum of Understanding with Caltrans and CHP to fund peak period freeway service patrols on selected freeway segments in Riverside County; and
- 2.7 **WHEREAS**, Section 21718 (a) of the California Vehicle Code specifically authorized 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, SAFE and CONTRACTOR agree as follows:

3. TERMS.

3.1 General Scope of Services.

3.1.1. Contract Oversight. Caltrans and CHP will jointly oversee the Services. Both agencies will have responsibility for overseeing Service performance and ensuring that the CONTRACTOR abides by the terms of this Contract. CHP is responsible for dispatch services to incident locations within the CONTRACTOR's patrol limits. The dispatching will be done in accordance with this Contract. A Standard

Operating Procedures (“SOP”) manual will be given to the CONTRACTOR explaining the types of incidents to which his/her operators may be dispatched.

3.1.2 Beat Descriptions. The Freeway Service Patrol (“FSP”) will operate on selected freeway segments referred to herein as “beats”. Each beat has specific turnaround locations and designated drop locations identified by the CHP. Exhibit “A-1” shows the specific limits, number of tow trucks, number of back-up trucks and hours of operation and Exhibit “A-2” details the fiscal years 2012, 2013, 2014 and 2015 holidays for the CONTRACTOR’s specific beat. SAFE reserves the right to add or delete holidays to the work schedule, provided that SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or deletion. Travel time to and from the beat will be at the expense of the CONTRACTOR.

At any time during the term of this Contract, SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services. These changes can occur during the course of this Contract through written change orders. If warranted and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat.

3.1.3 Description of Services. CONTRACTOR shall be responsible for those services set forth in this Section 3.1.3, hereinafter referred to as “Services.” The purpose of the FSP program is to provide for the rapid removal of disabled vehicles and vehicles 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 Services during the hours of operation. All vehicle maintenance activities shall be conducted during non-Services hours. When conducting the Services on an FSP shift, the CONTRACTOR’s vehicle shall display all FSP markings and the vehicle operator shall wear an FSP uniform, as detailed in Exhibit “A-3”.

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 Services, use the designated turnaround locations and use the CHP identified designated drop locations.

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

FSP 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 ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a vehicle cannot be mobilized within the ten (10) 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 operators shall not be allowed to tow as an independent contractor from an incident that occurred during the FSP shift unless called as a rotation tow by CHP. If called as a rotation tow after a FSP shift, the vehicle operator must remove all FSP markings and change his/her FSP uniform.

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

3.1.4. The SOP Manual. To promote a safe work environment and for the maintenance of professionalism, the most current version of the SOP manual shall, at all times, be followed by the CONTRACTOR and its vehicle operators. The SOP manual, as such manual may from time to time be amended, is incorporated into this Contract by reference. CONTRACTOR shall be notified and provided with a copy of any changes to the SOP manual. Drivers found not to be in compliance with FSP procedures, as set forth in the SOP manual or this Contract, may be suspended or terminated from the FSP program and the CONTRACTOR may be fined three (3) times the hourly Contract rate in one (1) minute increments until a replacement vehicle is provided (Driver and Truck must return to beat compliant with all FSP requirements), or fined for the entire shift at three (3) times the hourly rate at the discretion of the FSP Field Supervisors.

3.1.5 Check In. Upon arrival at the location for each instruction to provide Services, and upon completion of each such request, CONTRACTOR shall check in with the CHP field supervisor using the radio provided by SAFE as set forth in Section 3.2, entitled "Equipment Requirements".

3.2 Equipment Requirements. CONTRACTOR shall comply with all equipment requirements outlined in RFP No. FSP11-45-146-00. Notwithstanding any other provision contained in the RFP, radio and AVL equipment shall be supplied by SAFE and installed (mounted) in all CONTRACTOR vehicles by SAFE's installation vendor, and shall remain mounted in all CONTRACTOR vehicles at all times.

3.3 Commencement of Services. The CONTRACTOR shall commence work upon receipt of a written Notice to Proceed from SAFE.

3.4 Term. The term of this Contract shall be from **Month 1, 2012 through Month 31, 2014** unless earlier terminated as provided herein. SAFE, at its sole discretion, may renew this Contract for a total of two (2) separate one year terms, based on the option-year rates. SAFE 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. SAFE 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. If SAFE, at its sole discretion, renews this Contract for one or both of the additional separate one year terms as provided, the option-year rates shall be as follows:

SCHEDULE OF HOURLY RATES

<u>Classification</u>	<u>Option Year 1 Hourly Rate</u>	<u>Option Year 2 Hourly Rate</u>
Contract – tow truck operators	\$__ per hour	\$__ per hour

3.5 SAFE's Representative. SAFE hereby designates the SAFE Executive Director or his or her designee, to act as its Representative for the performance of this Contract ("SAFE's Representative"). SAFE's Representative shall have the authority to act on behalf of SAFE for all purposes under this Contract. SAFE's Representative shall also review and give approval, as needed, to the details of CONTRACTOR's work as it progresses. CONTRACTOR shall not accept direction or orders from any person other than the SAFE's Representative or his or her designee.

3.6 CONTRACTOR'S Representative. CONTRACTOR hereby designates **[INSERT NAME, TITLE]**, to act as its representative for the performance of this Contract ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to act on behalf of CONTRACTOR for all purposes under this Contract. The CONTRACTOR's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract. CONTRACTOR shall work closely and cooperate fully with SAFE's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONTRACTOR's Representative shall be available to the SAFE staff at all reasonable times. Any substitution in CONTRACTOR's Representative shall be approved in writing by SAFE's Representative.

3.7 Substitution of Key Personnel. CONTRACTOR has represented to SAFE that certain key personnel will perform and coordinate the Services under this Contract. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval by SAFE's Representative. In the event that SAFE's Representative and CONTRACTOR cannot agree as to the substitution of the key personnel, SAFE shall be entitled to terminate this Contract for cause, pursuant to the provisions of Section 3.15. The key personnel for performance of this Contract are: **[LIST NAMES AND TITLES]**.

3.8 Review of Work and Deliverables. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Contract may be required to be submitted to SAFE's Representative in draft form, and SAFE's Representative may require revisions of such drafts prior to formal submission and approval. In the event that SAFE's Representative, in his or her sole discretion, determines the formally submitted work product to be inadequate, SAFE's Representative may require CONTRACTOR to revise and resubmit the work at no cost to SAFE. Upon determination by SAFE that CONTRACTOR has satisfactorily completed the Services required under this Contract and within the term set forth in Section 3.4, SAFE shall give CONTRACTOR a written Notice of Final Completion. Upon receipt of such notice, CONTRACTOR shall incur no further costs hereunder, unless otherwise specified in the Notice of Completion. CONTRACTOR may request issuance of a Notice of Final Completion when, in its opinion, it has satisfactorily completed all Services required under the provisions of this Contract.

3.9 Appearance at Hearings. If and when required by SAFE, CONTRACTOR shall render assistance at public hearings or other meetings related to the performance of the Services.

3.10 Standard of Care: Licenses. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Contract. CONTRACTOR shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR further represents and warrants to SAFE that its employees and subcontractors have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without reimbursement from SAFE, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SAFE for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the

CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its subcontractors who is determined by SAFE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to SAFE, shall be promptly removed from performing the Services by the CONTRACTOR and shall not be re-employed to perform any of the Services.

3.11 Opportunity to Cure. SAFE may provide CONTRACTOR an opportunity to cure, at CONTRACTOR's expense, all errors and omissions which may be disclosed during performance of the Services. Should CONTRACTOR fail to make such correction in a timely manner, such correction may be made by SAFE, and the cost thereof charged to CONTRACTOR.

3.12 Inspection of Work. CONTRACTOR shall allow SAFE's Representative to inspect or review CONTRACTOR's performance of Services in progress at any time. SAFE/Caltrans/CHP also reserves the right to audit all paperwork demonstrating that CONTRACTOR participates in an employee alcohol/drug-testing program and the DMV Pull Notice Program.

3.13 Laws and Regulations. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be solely liable for all violations of such laws and regulations in connection with Services. If the CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SAFE, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold SAFE, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.14 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 CHP immediately regarding the nature of the damage complaint and its disposition. The CONTRACTOR shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification. If necessary, the CONTRACTOR shall send either his or her authorized representative or his or her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (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.

3.14.1 Complaint Review Committee. The FSP Technical Advisory Committee ("FSP TAC") is composed of voting members from CHP, SAFE and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee ("DCRC"). If the DCRC 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 may be deducted from the CONTRACTOR's monthly invoice.

3.15 Termination.

3.15.1 Notice; Reason. SAFE may, by written notice to CONTRACTOR, terminate this Contract, in whole or in part, including, without limitation, the geographical territory covered by this Contract, at any time by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof ("Notice of Termination"). Such termination may be for SAFE's convenience or because of CONTRACTOR's failure to perform its duties and obligations under this Contract, including, but not limited to, the failure of CONTRACTOR to timely perform Services pursuant to the Scope of Services described in Section 3, entitled "Terms," as well as Section 7 of the RFP. CONTRACTOR may not terminate this Contract except for cause.

3.15.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, CONTRACTOR shall discontinue all affected Services as directed in the Notice of Termination, and deliver to SAFE all Documents and Data, as defined in this Contract, as may have been prepared or accumulated by CONTRACTOR in performance of the Services, whether completed or in progress.

3.15.3 Effect of Termination For Convenience. If the termination is to be for the convenience of SAFE, SAFE shall compensate CONTRACTOR for Services fully and adequately provided through the effective date of termination as provided in the Notice of Termination. Such payment shall include a pro-rated amount of profit, if applicable, up through such effective date, but no amount shall be paid for anticipated profit on unperformed Services past such effective date. CONTRACTOR shall provide documentation deemed adequate by SAFE's Representative to show the Services actually completed by CONTRACTOR prior to the effective date of termination. This Contract shall terminate on the effective date of the Notice of Termination.

3.15.4 Effect of Termination for Cause. If the termination is for cause, CONTRACTOR shall be compensated for those Services which have been fully and adequately completed and accepted by SAFE as of the effective date of termination

as provided in the Notice of Termination. In such case, SAFE may take over the work and prosecute the same to completion by contract or otherwise. Further, CONTRACTOR shall be liable to SAFE for any reasonable additional costs or damages incurred to revise work for which SAFE has compensated CONTRACTOR under this Contract, but which SAFE has determined in its sole discretion needs to be revised, in part or whole. Termination of this Contract for cause may be considered by SAFE in determining whether to enter into future contracts with CONTRACTOR.

3.15.5 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

3.15.6 Procurement of Similar Services. In the event this Contract is terminated, in whole or in part, as provided by this Section, SAFE may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.15.7 Waivers. CONTRACTOR, in executing this Contract, shall be deemed to have waived any and all claims for damages which may otherwise arise from SAFE's termination of this Contract, for convenience or cause, as provided in this Section.

3.15.8 Authorization to Terminate. The Executive Director of SAFE shall have the full authority and discretion to exercise SAFE's rights under this Section 3.15, entitled "Termination".

3.16 Trend Meetings. CONTRACTOR shall attend, or send a designated management-level representative, to all trend meetings (i.e. required FSP TAC meeting which meets every other month). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the CONTRACTOR. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled, and CONTRACTOR will be notified of such schedule, no later than three (3) working days prior to the meeting.

3.17 Fees and Payment.

3.17.1 Amount to be Paid. Subject to the provisions set forth below for Services satisfactorily performed hereunder, SAFE shall pay the CONTRACTOR on a Time and Materials basis a ceiling price NOT TO EXCEED _____ DOLLARS (\$_____).

3.17.2 Maximum Payment is the Ceiling Price. SAFE shall not be obligated to pay costs which exceed the ceiling price set forth above, except as provided in Sections 3.15 and 3.17.10. CONTRACTOR agrees to use its best efforts to perform the services and all obligations under this Contract within such ceiling price.

3.17.3 Hourly Rate. For its performance of the Services, the CONTRACTOR shall be paid for labor expended directly in the performance of the Services at the rates specified below. The CONTRACTOR shall not be entitled to reimbursements for any expenses unless approved in advance in writing.

SCHEDULE OF HOURLY RATES

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

3.17.4 Payment Coverage. 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.

3.17.5 Fines. 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.

3.17.6 Invoices. Invoices for CONTRACTOR's Services shall be submitted monthly on forms approved by SAFE. Invoices will be routinely verified by CHP. To ensure prompt payment, most billing disputes may be resolved within ten (10) working days of written notice of dispute. However, at SAFE's discretion, reconciliation of disputed fines that sum to less than 2% of the months' Invoice may be corrected on the next month's Invoice to ensure prompt payment of the major portion of the invoice. Each Invoice shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the CONTRACTOR's authorized officer.

3.17.6.1 Monthly Progress Reports. As part of its Invoice, CONTRACTOR shall submit a Monthly Progress Report, in a form determined by SAFE, which will cover the Invoice period and include spreadsheets showing hours

expended for each day of the month per vehicle per beat, and the total for the term of the Contract to date. Submission of such Monthly Progress Report by CONTRACTOR shall be a condition precedent to receipt of payment from SAFE for each monthly Invoice submitted.

3.17.6.2 Payment Schedule. Invoice periods shall be based upon a calendar month, beginning with the first day of the month. SAFE shall reimburse CONTRACTOR for Services adequately provided under this Contract within thirty (30) days of receiving the current period invoice with no errors. If the Invoice is completed incorrectly by the CONTRACTOR it will delay payment. If SAFE fails to pay any amount owed to CONTRACTOR under this Contract within thirty (30) days after receipt of the invoice, CONTRACTOR may give SAFE a notice of failure to pay which shall set forth the invoice(s) and amount(s) which CONTRACTOR believes are thirty (30) days overdue. SAFE shall pay any undisputed invoice(s) and amount(s) within thirty (30) days of receipt of a notice of failure to pay.

3.17.7 Authorization to Inspect and Audit. The CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Contract. All such records shall be clearly identifiable. The CONTRACTOR shall permit the authorized representatives of SAFE, and any other government agency to inspect, audit and make transcripts or copies of any and all records, including ledgers and books of account, invoices, vouchers, cancelled checks, and any other documents, of CONTRACTOR relating to it and its subcontractor's performance under this Contract from date of Contract through and until expiration of three (3) 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 SAFE's payment for CONTRACTOR's final billing (so noted on the invoice) under this Contract, or a period of ninety (90) days from the date of SAFE's Notice of Final Acceptance.

3.17.8 Taxes. CONTRACTOR shall pay any sales, use, or other taxes, if any, attributable to the provision of the Services.

3.17.9 Source of Funding. It is understood that SAFE funding for the Services is being provided primarily from the State's FSP Funding program and the Department of Motor Vehicles ("DMV") Registration Fees (funding source for Motorist Assistance Programs). It is acknowledged that at any time funds from the State and DMV Registration Fees are not available to SAFE for the full amount of this Contract, SAFE may terminate this Contract pursuant to Section 3.15 entitled "Termination."

3.17.10 Extra Work. At any time during the term of this Contract, SAFE may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean

any work which is determined by SAFE to be necessary for proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of the execution of this Contract and was not included in the Scope of Services. Extra Work, if any, shall be reimbursed at the same hourly rate as identified in Section 3.17.3. CONTRACTOR shall not perform, nor be compensated for Extra Work without obtaining authorization in the form of a written Extra Work Order issued by SAFE's Representative. For instance, Construction FSP services as it relates to construction activity can be considered Extra Work. In the event an Extra Work Order is not issued and signed by SAFE's Representative, CONTRACTOR shall not provide such Extra Work. However, no compensation or reimbursement for Extra Work shall be paid if it is not authorized by SAFE and if the cumulative total of such Extra Work under the Contract exceeds \$25,000. All Extra Work in a cumulative total in excess of \$25,000 must be approved in advance by amendment to this Contract.

3.17.11 Most Favored Customer. CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any government agency with whom it has either existing contractual relationship or has no contractual relationship that predates this Contract, pursuant to which CONTRACTOR agrees to charge FSP services fees less than those as indicated in this Contract for substantially the same level of FSP services contemplated by this Contract. Should SAFE establish that such lower fees have been agreed to by CONTRACTOR with another government agency, CONTRACTOR agrees to renegotiate the fees or to refund SAFE an amount equal to the difference between the fees indicated in this Contract and the fees charged to other government agency customer.

3.18 Delay in Performance.

3.18.1 Excusable Delays. Neither Party 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 be delayed or prevented from the timely performance of any act or Services required by the terms of the Contract by an Excusable Delay, Contractor's schedule for completion of tasks affected by such delay may be extended as set forth in Section 3.18.2. But in every case, CONTRACTOR's failure to perform must be reasonably beyond the control, and without the fault or negligence of the CONTRACTOR. Excusable Delays are acts of God or of the public enemy, acts or omissions of SAFE or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

3.18.2 Written Notice. If CONTRACTOR believes it is entitled to an extension of time due to conditions set forth in subsection 3.18.1, CONTRACTOR shall provide written notice to the SAFE within seven (7) working days from the time

CONTRACTOR knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of CONTRACTOR to provide such timely notice shall constitute a waiver by CONTRACTOR of any right to an excusable delay in time of performance.

3.18.3 Mutual Contract. Performance of any Services under this Contract may be delayed upon mutual agreement of the Parties. Upon such agreement, CONTRACTOR's Schedule of Services (as defined in their Proposal) shall be extended as necessary by SAFE. CONTRACTOR shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

3.19 Status of CONTRACTOR/Subcontractors.

3.19.1 Independent Contractor. The Services shall be performed by CONTRACTOR or under its supervision. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Contract. SAFE retains CONTRACTOR on an independent contractor basis and not as an employee, agent or representative of the SAFE. CONTRACTOR retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

3.19.2 Assignment or Transfer. CONTRACTOR shall not assign, hypothecate, or transfer, either directly or by operation of law, this Contract or any interest herein, without the prior written consent of SAFE. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding the foregoing, SAFE may transfer or assign any and all of its rights and obligations under this Contract, including, without limitation the rights to terminate this Contract, as assigned, pursuant to Section 3.15 hereof.

3.19.3 Subcontracting. CONTRACTOR shall not subcontract any portion of the work or Services required by this Contract, except as expressly stated herein, including the Scope of Services, without prior written approval of the SAFE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. SAFE 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.

3.20 Ownership of Materials and Confidentiality.

3.20.1 Documents & Data; Licensing of Intellectual Property. All plans, specifications, studies, drawings, estimates, materials, data, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this Contract ("Documents and Data"), shall be made available to SAFE at all times during this Contract and shall become the property of SAFE upon the completion of the term of this Contract, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this Contract, desire to use any Documents and Data, it shall first obtain the written approval of SAFE. This Contract creates a no-cost, non-exclusive, and perpetual license for SAFE to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Documents and Data which are prepared or caused to be prepared by CONTRACTOR under this Contract ("Intellectual Property"). CONTRACTOR shall require all subcontractors to agree in writing that SAFE is granted a no-cost, non-exclusive, and perpetual license for any Intellectual Property the subcontractor prepares under this Contract. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Intellectual Property prepared or caused to be prepared by CONTRACTOR under this Contract. SAFE shall not be limited in any way in its use of the Intellectual Property at any time, provided that any such use not within the purposes intended by this Contract shall be at SAFE's sole risk.

3.20.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to CONTRACTOR in connection with the performance of this Contract shall be held confidential by CONTRACTOR to the extent permitted by law, including, without limitation, the California Public Records Act, Government Code section 6250 et seq. Such materials shall not, without the prior written consent of SAFE, be used by CONTRACTOR for any purposes other than the performance of the Services as provided herein. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services, except as provided herein. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or becomes known, to the related industry shall be deemed confidential. CONTRACTOR shall not use SAFE's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper,

television or radio production, or other similar medium without the prior written consent of SAFE.

3.21 Indemnification. CONTRACTOR shall indemnify and hold SAFE, RCTC, CHP, Caltrans and their directors, officials, officers, agents, contractors, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of, or incident to, alleged negligent acts, omissions, or willful misconduct of the CONTRACTOR, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Contract, including without limitation, the payment of all consequential damages and other related costs and expenses. CONTRACTOR shall defend, at CONTRACTOR's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against SAFE, RCTC, CHP, Caltrans or their directors, officials, officers, agents, contractors, consultants, employees, and volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against SAFE, RCTC, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse SAFE, RCTC, CHP, Caltrans and their directors, officials, officers, agents, consultants, employees, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CONTRACTOR, SAFE, RCTC, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers.

3.22 Insurance.

3.22.1 Time for Compliance. CONTRACTOR shall not commence work under this Contract until it has provided evidence satisfactory to SAFE that it has secured all insurance required under this section. In addition, CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.22.2 General Liability Insurance. CONTRACTOR shall procure a Commercial General Liability Insurance Policy in amounts and form set forth below:

3.22.2.1 Commercial General Liability Insurance. A policy of Commercial General Liability which provides limits of not less than:

- | | |
|--------------------------------|-------------|
| a. Per occurrence: | \$2,000,000 |
| b. Project Specific Aggregate: | \$4,000,000 |

- c. Products/Completed Operations: \$1,000,000
- d. Personal Injury Limit: \$1,000,000

3.22.2.2 General Liability Policy Coverage. Any general Liability policy provided by CONTRACTOR hereunder shall include the following coverage:

- a. Premises and Operations
- b. Products/Completed Operations with limits of at least one million dollars (\$1,000,000) per occurrence to be maintained for three (3) years following acceptance of the work by SAFE.
- c. Contractual Liability expressly including liability assumed under this Contract.
- d. Independent Contractor's Liability.

If CONTRACTOR is unable to provide Commercial General Liability Insurance with the four million dollar (\$4,000,000) project specific aggregate limits indicated in Section 3.22.2.1 above, or the two million dollar (\$2,000,000) per occurrence limits in Section 3.22.2.2 above, CONTRACTOR shall provide an Excess or umbrella option which achieves twice the per occurrence limits.

3.22.2.3 Additional Insured Endorsement. Any general liability policy provided by CONTRACTOR hereunder shall also contain an additional insured endorsement which applies its coverage to RCTC, SAFE, CHP Caltrans and their officers, agents and employees. Any self-funded program and/or insurance policy of any of the foregoing referenced agencies shall be excess only and not contributing to such coverage.

3.22.2.4 Form of General Liability Insurance Policies. All general liability policies shall be written to apply to all bodily injuries, including death, property damage, personal injuries and other covered loss, however, occasioned, occurring during the policy term, and shall specifically insure the performance by CONTRACTOR of that part of the indemnity agreement contained in this Contract relating to liability for injury to or death of persons and damage to property per project, per location aggregate endorsement. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, SAFE may require additional coverage to be purchased by CONTRACTOR to restore the required limits. CONTRACTOR may combine primary, umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the Additional Insured Endorsement described above.

3.22.3 Comprehensive Automobile Liability Insurance.

CONTRACTOR shall procure Comprehensive Automobile Liability Insurance written for bodily injury, including death, and property damage, however occasioned occurring during the policy term, in the amount of not less than one million dollar (\$1,000,000), combined single limits per occurrence, applicable to all owned, non-owned and hired vehicles. This coverage shall include contractual liability.

3.22.4 Statutory Worker's Compensation and Employer's Liability Insurance. CONTRACTOR shall maintain a policy of California Worker's Compensation coverage in statutory amount and Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence for all employees of CONTRACTOR engaged in services or operations under this Contract. CONTRACTOR's policy shall contain the following provision, or CONTRACTOR shall provide endorsements on forms approved by SAFE to add the following provision to its insurance policy: the insurer shall agree to waive all rights of subrogation against SAFE, RCTC, CHP, Caltrans and the members of their Board of Directors and their officers, agents, employees and volunteers. Coverage shall include the following endorsements:

3.22.4.1 Broad Form All – States endorsement.

3.22.5 Subcontractor's Insurance. CONTRACTOR shall make certain that any and all subcontractors hired by the CONTRACTOR are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, CONTRACTOR shall indemnify and hold SAFE, RCTC, CHP and Caltrans harmless of and from any damages, loss or cost or expense pursuant to Section 3.21, Indemnification, incurred by any of them as a result thereof.

3.22.6 General Provisions.

3.22.6.1 Evidence of Insurance. CONTRACTOR shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of this Contract, deliver to SAFE certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that CONTRACTOR has obtained such coverage for the period of this Contract. CONTRACTOR shall deliver certified copies of the actual insurance policies specified herein, within thirty (30) days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to SAFE within thirty (30) days prior to the expiration of the term of any policy required herein. CONTRACTOR shall permit SAFE at all reasonable times to inspect any policies of insurance of CONTRACTOR which CONTRACTOR has not delivered to SAFE.

3.22.6.2 Claims Made Coverage. If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- a. The policy retroactive date coincides with or preceded CONTRACTOR’s commencement of work under this Contract (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Contract, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR shall purchase an extended reporting provision of at least two (2) years to report claims arising in connection with this Contract.
- d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

3.22.7 Failure to Obtain or Maintain Insurance: SAFE Remedies. CONTRACTOR’s failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of this Contract, and SAFE may, at its option, obtain and pay for such insurance and deduct from payments due to CONTRACTOR such amounts paid, or terminate this Contract for any such default by CONTRACTOR.

3.22.8 No Litigation of Obligations. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the CONTRACTOR, and any approval of said insurance by SAFE or its insurance contractor(s), are not intended to or shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.

3.22.9 Notice of Cancellation of Change of Coverage. All insurance and the certificates of insurance provided by CONTRACTOR must evidence that the insurer providing the policy will give SAFE thirty (30) days written notice, at the address shown in Section 3.30, Notices, of this Contract, in advance of any lapse, cancellation, reduction or other adverse change respecting such insurance.

3.22.10 Qualifying Insurer. All policies of insurance required hereby shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A: VIII according to the current Best Current Rating Guide, or a company of equal financial stability as determined by SAFE.

3.22.11 Review of Coverage. SAFE retains the right at any time to review the coverage, form and amount of insurance required herein and may require CONTRACTOR to obtain additional insurance reasonably sufficient in coverage, form, amount to provide adequate protection against the kind and extent of risk which exists at the time of change in insurance required.

3.22.12 Safety. CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment, and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.23 Prohibited Interests.

3.23.1 Solicitation. CONTRACTOR warrants and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, SAFE shall have the right to rescind this Contract without liability.

3.23.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of SAFE, during the term of his or her service with SAFE, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.23.3 Conflict of Employment. Employment by the CONTRACTOR of personnel currently on the payroll of SAFE shall not be permitted in the performance of this Contract, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays, or vacation time. Further, the employment by the CONTRACTOR of personnel who have been on SAFE payroll within one year prior to the date of execution of this Contract, where this employment is caused by, and or dependent upon, the CONTRACTOR securing this or related Contracts with SAFE, is prohibited.

3.24 Equal Opportunity Employment. CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, denial of family and medical care leave, or denial of pregnancy disability leave. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. 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, 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. CONTRACTOR shall also comply with all relevant provisions of SAFE's Minority Business Enterprise program, Affirmative Action Plan, or other related SAFE programs or guidelines currently in effect or hereinafter enacted.

3.25 Right to Employ Other CONTRACTORS. SAFE reserves the right to employ other CONTRACTORS in connection with the Services.

3.26 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 and construed with the laws of the State of California.

3.27 Venue. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in Riverside County, California. The Parties agree that the venue for any action or claim brought by any Party will be the Central District of Riverside County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim

concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Central District of Riverside County.

3.28 Time of Essence. Time is of the essence for each and every provision of this Contract.

3.29 Headings. Article and section headings, paragraph captions, or marginal headings contained in this Contract are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.30 Notices. All notices hereunder and communications regarding interpretation of the terms of this Contract or changes thereto shall be given to the respective Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Name
Title
Address
City, State, Zip
Attn: _____

SAFE:

Riverside County Service Authority
for Freeway Emergencies
FSP Program
P.O. Box 12008
Riverside, CA
92502-2208
Attn: Brian Cunanan

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.31 Contract Documents and Conflicting Provisions. This Contract consists of, in addition to the Exhibits attached hereto and incorporated by reference herein, the following documents ("Contract Documents"): **(1) Request for Proposal No. FSP11-45-146-00**, including all of the Exhibits attached thereto and incorporated therein by reference and any amendment or addendum thereto (the "RFP"); and (2) CONTRACTOR's response thereto, including any amendments or addendums ("CONTRACTOR's Proposal"). In the event that provisions of this Contract conflict in any way with the provisions of the RFP, and/or CONTRACTOR's Proposal, the terms of this Contract shall control. In the event that the provisions of the RFP conflict with CONTRACTOR's Proposal, the terms of the RFP shall control. Otherwise, the Contract Documents are intended to be complementary. Services required by one of the Contract Documents and not by others shall be performed as required by all. In the event that provisions of any attached Exhibits conflict in any way with the provisions set

forth in this Contract, the language, terms and conditions contained in this Contract shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.32 Amendment or Modification. No supplement, modification, or amendment of this Contract shall be binding unless executed in writing and signed by both Parties.

3.33 Entire Contract. This Contract contains the entire Contract of the Parties relating to the subject matter hereof and supersedes all prior negotiations, Contracts or understandings.

3.34 Invalidity; Severability. If any portion of this Contract is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.35 No Waiver. Failure of CONTRACTOR to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.36 Counterparts. This Contract may be signed in one or more counterparts, any one of which shall be effective as an original document.

3.37 Attorneys' Fees and Costs. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under Section 3.21, Indemnification.

3.38 Consent. Whenever consent or approval of any Party is required under this Contract, that Party shall not unreasonably withhold nor delay such consent or approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first herein written above.

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
ACTING AS THE
RIVERSIDE COUNTY SERVICE

[CONTRACTOR'S COMPANY NAME]

AUTHORITY FOR FREEWAY
EMERGENCIES

[LEGAL STATUS OF CONTRACTOR]

By: _____
Gregory S. Pettis, Chair

By: _____

(Name)

(Title)

APPROVED AS TO FORM:

Attest:

By: _____
Best Best & Krieger LLP,
Counsel to the Riverside County
Service Authority for
Freeway Emergencies

By: _____
Its: Secretary

[CONTRACT] EXHIBIT "A"

Exhibit "A-1" Beat Descriptions

Exhibit "A-2" Preliminary List of FSP Holidays

[CONTRACT] EXHIBIT "B"

Compensation and Payment

[INSERT FINAL PRICE PROPOSALS FROM CONTRACTOR'S PROPOSAL]

Attachment G-1: BEAT 4 AREA MAP

RFP NO. 11-45-146-00

RIVERSIDE COUNTY FREEWAY SERVICE PATROL



Attachment G-3: BEAT NO. 8 AREA MAP

RFP No. 11-45-146-00

RIVERSIDE COUNTY FREEWAY SERVICE PATROL

