



Sacramento Transportation Authority

431 I Street, Suite 106
Sacramento, CA 95814

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Email: info@sacta.org
Web: sacta.org

Date: April 9, 2009

**Subject: Sacramento Metropolitan Freeway Service Patrol
Request for Proposals (RFP) # 09-FSP-01**

As requested, enclosed is the Request for Proposals packet for Freeway Service Patrol services on Sacramento Beats 5, 6, and 7, covering portions of Interstate 5 and Interstate 80/Business 80 in Sacramento and Yolo Counties.

You are invited to submit a proposal to provide FSP services as described in this RFP packet. The proposal process and terms and conditions will be in strict accordance with the following RFP documents:

- INSTRUCTIONS TO PROPOSERS
- PROPOSAL REQUIREMENTS
- SCOPE OF SERVICES
- SAMPLE CONTRACT AGREEMENT

Any questions on the material presented in the Request for Proposals must be submitted in writing by April 24, 2009, to the address set forth below. All questions received by the AUTHORITY prior to the deadline will be tabulated together with answers and distributed to all potential bidders that have requested an RFP packet.

An original and three (3) copies of your proposal using the Proposal Forms provided in the RFP packet and including all information requested in the RFP must be addressed and delivered to the AUTHORITY'S office at the following address:

Sacramento Transportation Authority
Attention: Gloria Busby
431 I Street, Suite 106
Sacramento, CA 95814

All proposals must be in writing, sealed, and labeled "Sacramento Metropolitan Freeway Service Patrol Contractor Proposal: RFP #09-FSP-01". All proposals must be submitted no later than 5:00 p.m., May 4, 2009. **Late proposals, including postmarks, will not be accepted.** Proposals shall be valid for 90 days after the proposal due date.



RFP #09-FSP-01

INSTRUCTIONS

RFP #09-FSP-01

INSTRUCTIONS TO PROPOSERS

I-1 PROPOSER QUALIFICATIONS

Proposer must have all required permits, certificates, and business licenses; a minimum of one year experience in operating a towing service; and have not been subject to adverse actions related to towing activities within the last year. Adverse actions include termination of a towing contract with a government agency for cause; suspension of a towing contract or agreement with a government agency; or having been the subject of an adverse administrative finding and action by a government agency relating to theft, dishonesty, overcharging customers, or improper business practices. In addition, no business principals shall have been found guilty or entered a plea of no contest in a criminal action regarding theft or dishonesty relating to the towing service. This requirement is designed to protect the public served by the FSP program, the Sacramento Transportation Authority (AUTHORITY), Caltrans, and the California Highway Patrol (CHP) from dishonest proposers or proposers which have shown an inability to meet contract requirements and responsibilities.

Proposer must have in place and maintain throughout the contract period an accounting system that meets the requirements of the AUTHORITY, Caltrans, and federal mandates. Principally, this system must maintain accountability of FSP related costs and income, and document with verifiable source documents all FSP costs, including tow operator timesheets. A pre-award audit of this accounting system may be required. This requirement is necessary to ensure that the AUTHORITY and Caltrans can maintain accountability of the federal, state, and local public funds that are expended on the FSP program.

Proposer must be financially sound, having sufficient funds or business credit to obtain and maintain all required equipment, maintain payments on all FSP related purchases or leases, and support the payroll of FSP tow operators. Letters of reference, as described in this RFP, will be required from sources that can verify the financial soundness of the proposer. This requirement is designed to ensure that the AUTHORITY does not contract with a proposer who may be unable to financially obtain and maintain required equipment and supplies or sustain the required number of tow operators.

I-2 EXAMINATION OF RFP DOCUMENTS

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

I-3 INTERPRETATION OF RFP DOCUMENTS

Proposer may request of the AUTHORITY in writing prior to April 24, 2009, clarification or interpretation of the RFP Documents. All queries received by the AUTHORITY prior to the deadline will be tabulated together with answers and distributed to all potential bidders that have requested an RFP packet. Where such interpretation or clarification requires a change in the RFP Documents, the AUTHORITY will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The AUTHORITY shall not be bound by, and Proposer shall not rely on, any oral interpretation or clarification of the RFP Documents.

I-4 PREPARATION OF PROPOSAL

The proposal(s) shall be formatted in accordance with the requirements specified in the Proposal Requirements. Proposal Letter and forms shall be executed by an authorized signatory as described in 1-6 below, "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All proposals shall be prepared by, and at the expense of, the Proposer.

I-5 MODIFICATIONS AND ALTERNATIVE PROPOSALS

Proposer shall submit a proposal(s) 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 1-8 below, "SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE".

Unauthorized conditions, limitations, or provisions attached to a proposal may render it non-responsive and cause its rejection. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

I-6 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 those persons authorized to negotiate on its behalf with the AUTHORITY in connection with this RFP.

I-7 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 request must be delivered to the place stipulated in the Letter of Invitation for receipt of proposals prior to the deadline for submittal of proposals.

I-8 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE

Each proposal submitted by Proposer shall be delivered to the AUTHORITY at the address shown on the Letter of Invitation up to the date and time shown therein. It is the Proposer's sole responsibility to see that its proposal is received as stipulated. In compliance with this RFP, any proposer may be accepted as either the primary or a backup contractor, and each proposal is valid for 90 days from the date specified in the RFP for receipt of proposals. In the event that the primary contractor fails to execute a contract within 10 days from the Notice of Selection, a backup contractor may be selected as the primary contractor.

I-9 EVALUATION OF PROPOSALS/CRITERIA FOR REVIEW

Each proposal shall be evaluated separately by an interagency team composed of AUTHORITY, CHP, and a representative or representatives from another transportation agency. The AUTHORITY will chair the interagency team. At the evaluation team's option, interviews may be scheduled. Proposals shall be disqualified for any of the following reasons: received late, incomplete; towing service experience less than one year; required permits, certificates, and licenses not valid; proposer has received any adverse actions related to towing activities within the last year in accordance with Section 1-1; or any other minimum requirement specified in the RFP not being met.

Each proposal will initially be evaluated based on the following criteria:

- Work Plan Description
- Business, Financial, and Towing Service References
- Statement of Prior Work Experience
- Resumes of Contractor and Authorized Representative
- Age, Mileage, and Condition of Vehicles listed on Proposed Vehicle List
- Per Hour Costs

I-10 BASIS OF AWARD

Any contract resulting from this RFP will be awarded to the firm whose proposal meets the requirements of the RFP and is to the best advantage of the AUTHORITY and the motoring public. The AUTHORITY may request "short-listed" Proposers to present an oral briefing and discuss the merits of their proposal. However, the AUTHORITY is under no obligation to enter into discussion or conduct negotiations with a Proposer, but can award a contract solely on the basis of any offer received. The AUTHORITY will evaluate each proposal according to how favorable the services offered are to the AUTHORITY in light of pre-established evaluation criteria and Cost Proposal reasonability. The selected Proposer(s) may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to their proposal as may result from negotiations.

I-11 TYPE OF CONTRACT TO BE AWARDED

It is anticipated that the AUTHORITY will enter into an all-inclusive hourly rate contract. A sample of the Contract Agreement to be utilized is contained in this Request for Proposals (RFP) package.

I-12 CONFIDENTIALITY

All proposals will be subject to public disclosure as required by the California Public Records Act.

I-13 AUTHORITY RIGHTS

The AUTHORITY reserves the right to investigate the qualifications of all firms under consideration to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or other capabilities that are considered necessary for the successful performance of an FSP Contractor. The AUTHORITY reserves the right to:

1. Reject any or all of the proposals if it deems such action is in the public interest.
2. Issue subsequent Requests for Proposals.
3. Cancel the entire Request for Proposals.
4. Remedy technical errors in the Request for Proposals process.
5. Appoint an evaluation committee 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 some, all, or none of the respondents to the RFP.
10. Solicit best and final offers from all or some of the Proposers.
11. Award a contract to one or more Proposers.
12. Accept other than the lowest price offer.
13. Waive informalities and irregularities in proposals and the bid process.

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

I-14 SELECTION PROTESTS

A proposer may object to a provision of this RFP or to the selection of a particular proposer on the grounds that AUTHORITY procedures, the provisions of this RFP, or applicable provisions of federal, state, or local law have been violated or inaccurately or inappropriately applied by submitting to the AUTHORITY a written explanation of the basis for the protest. Deadline for protests submittals are:

1. No later than ten days prior to the date proposals are due, for objections to RFP provisions; or
2. Within three working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to contractor selection.

END OF INSTRUCTIONS TO PROPOSERS

RFP #09-FSP-01

PROPOSAL REQUIREMENTS

RFP #09-FSP-01

PROPOSAL REQUIREMENTS

Part A - Proposal Letter

Date: _____

To: NORMAN HOM
SACRAMENTO TRANSPORTATION AUTHORITY
431 I STREET, SUITE 106
SACRAMENTO, CA 95814

In response to the Request for Proposals (RFP) #09-FSP-01 for the Sacramento Metropolitan Freeway Service Patrol, the undersigned hereby declares that he/she has carefully read and examined the RFP documents, including any plans and specifications, and hereby proposes to perform and complete the Work as set forth in the Scope of Services and sample Contract document.

The undersigned Proposer agrees to supply the services at the costs indicated in its cost proposal if it is selected as primary contractor or back up contractor within 90 days from the date specified in the RFP for receipt of proposals.

If awarded a Contract, the undersigned agrees to execute formal Contract Documents which will be prepared by the AUTHORITY for execution, within 10 calendar days following notice of selection, and will deliver to the AUTHORITY prior to execution of the Contract the necessary original Certificates of Insurance.

Incorporated herein and made a part of this Proposal is Attachment A which includes the Bid Submittal form; a Work Plan Description; Business, Financial, and Towing Service References; Resumes of Contractor and Authorized Representative(s); and Proposed Vehicle List.

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

Addenda No.: _____

Proposer represents that the following person is authorized to negotiate on its behalf with the AUTHORITY in connection with this RFP:

(Name)(Title)(Phone)

The undersigned certifies that he/she has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that he/she has carefully checked all the words and figures and all statements made in the Proposal Requirements; that he/she has satisfied himself/herself 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 AUTHORITY is not responsible for any errors or omissions in these RFP Documents.

Proposer's Business Address
and Telephone/Fax Numbers:

BY: _____
(Signature)

(Type or Print Name)

(Title)

(Company)

Part B - Contents of Proposal

1. GENERAL FORMAT OF PROPOSAL

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

A complete original proposal package **and 3 copies** shall be submitted for each price proposal.

2. PROPOSAL CONTENT

The Proposal shall contain the following information:

A. Proposal Letter

Completed Proposal Letter from Part A of the Proposal Requirements

B. Completed Attachment A

Bid Submittal Form. The proposal price shall be based on an hourly cost for supplying the required number of FSP vehicles and operators for the beat's hours of operation as described in Attachment A of the Scope of Services as well as for all labor, materials, tools, fuel (operating as well as for motorists), equipment, operating costs, insurance, overhead, and incidentals as defined in the Request for Proposal.

The proposal price shall also take into consideration that operators are required to attend mandatory training classes and shall be paid by the contractor for attending said classes.

Work Plan Description. The proposal shall include a description of the work required to fulfill the Scope of Services. Proposer should refine and/or expand the Scope of Services in the RFP to reflect the particular plan they would use to implement the program. Proposer shall address any problems that he/she envisions to be associated with the work and provide specific suggestions for avoiding these problems.

Business, Financial, and Towing Service References. Each proposal shall be accompanied by letters of reference from individuals, financial institutions, creditors, towing services, law enforcement agencies, service clubs, etc., who are keenly aware of Proposer's experience and capabilities with regard to business practices, financial stability, and towing services provided. References from family members and/or relatives will not be considered.

Resumes of Contractor and Authorized Representative. Each proposal shall be accompanied by resumes of contractor and authorized representative listing pertinent information, i.e. name, driver's license number, years of experience, and references.

B. Completed Attachment B

Proposed Vehicle List. 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. This information should be entered on the table in Attachment B. If a potential proposer does not currently own the vehicles, but plans to acquire the vehicles, a statement as to how these vehicles will be acquired and the timeline for acquisition shall be provided.

B. Completed Attachment C

Contribution Disclosure Form. Each proposal shall include a completed STA Contribution Disclosure Form per Section 84308 of the California Political Reform Act.

ATTACHMENT A

1. BID SUBMITTAL FORMS

THIS PROPOSAL IS FOR BEAT(S) # _____

TOTAL # OF TOW/SERVICE TRUCKS: _____ / _____

NAME:

TITLE:

COMPANY:

ADDRESS:

TELEPHONE# :

BUSINESS LICENSE #:

OR TAX CERTIFICATE AND TOW OPERATOR PERMIT #'S:

LICENSE CLASSIFICATION:

PROPOSAL:

Proposal should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tools, fuel (for motorists as well as vehicles), supplies, expendable items, incidentals, etc. Please refer to the Scope of Services to ensure that all possible costs are covered in the proposal.

COST PER HOUR PER TOW TRUCK: \$ _____

COST PER HOUR PER SERVICE TRUCK: \$ _____

TOTAL COST PER HOUR FOR THIS PROPOSAL: \$ _____

AUTHORIZED SIGNATURE:

DATE:

ATTACHMENT A, *continued*

2. WORK PLAN

Describe how you propose to perform the work contained in the Scope of Services as set forth in this RFP. Attach additional sheets as necessary.

ATTACHMENT A, *continued*

3. BUSINESS, FINANCIAL, AND TOWING SERVICE REFERENCES

Attach letters of reference here from individuals, financial institutions, creditors, towing services, law enforcement agencies, service clubs, etc., who are keenly aware of Proposer's experience and capabilities with regard to business practices, financial stability, and towing services provided. Do not attach references from relatives.

ATTACHMENT A, *continued*

4. RESUMES OF CONTRACTOR AND AUTHORIZED REPRESENTATIVE

Attach resumes here of contractor and authorized representative(s) listing pertinent information such as name, driver's license number, years of related experience, and references.

CONTRIBUTION DISCLOSURE FORM

This form is to be completed and submitted to satisfy the specific condition of California's Political Reform Act (Section 84308) to disclose campaign contributions. This form is to disclose campaign contributions to any member of the Sacramento Transportation Authority Governing Board (as listed below).

Sacramento Transportation Authority Governing Board

Jeannie Bruins, Linda Budge, B. Teri Burns, Steve Cohn, Ken Cooley, Roger Dickinson, Rob Fong, Lauren Hammond, Kerri Howell, Patrick Hume, Linda Kimura, Roberta MacGlashan, Kevin McCarty, Andy Morin, Don Nottoli, Bonnie Pannell, Barbara Payne, Susan Peters, Sophia Scherman, Sandy Sheedy, Jeff Slowey, Teresa Stanley, Ray Tretheway, Robbie Waters, Jimmie Yee

IDENTIFICATION OF VENDOR OR CONTRACTOR *(please print)*

Company Name:

Authorized Representative:

Address:

Check ONE of the following:

- Our company, agents, or majority shareholders DID NOT make aggregated contributions to any STA Governing Board member totaling more than \$250.00 in the 12 months preceding the submission date of our proposal.
- Our company, agents, or majority shareholders made aggregated contributions to one or more of the STA Governing Board members totaling more than \$250.00 in the 12 months preceding the submission date of our proposal listed below. Contribution(s) made to:

Print Name

Print Name

Print Name

Print Name

Print Name

Print Name

Print Name

Print Name

(attach additional sheets as necessary to complete disclosure)

CERTIFICATION

Signature of Authorized Representative

Date

Print Name:

RFP #09-FSP-01

SCOPE OF SERVICES

SCOPE OF SERVICES

1) DESCRIPTION OF SERVICE

The purpose of the Freeway Service Patrol program is to reduce congestion by rapidly removing disabled vehicles and those vehicles involved in minor accidents from the freeway corridor. Where conditions permit, safe removal of small debris will be required. Contractors' trucks must be exclusively dedicated to the program during the hours of FSP operation. All maintenance activities for FSP trucks must be conducted during non-service hours at Contractor expense.

FSP operators employed by Contractor will assist motorists involved in minor accidents and those with disabled vehicles. They will be responsible for clearing the freeway of automobiles, motorcycles, small trucks (gross weight of 6,000 pounds or less), and small debris. When and where conditions warrant, services may be performed on freeway shoulders. Where conditions do not warrant, operators will remove a vehicle from the freeway corridor.

FSP operators will be required to provide "quick fix" services such as changing flat tires, providing "jump" starts, providing one gallon of fuel, etc. Operators may spend a maximum of 10 minutes per disablement in attempting to mobilize a vehicle. If a vehicle cannot be mobilized within the 10 minute time limit, it will be towed to a designated drop location identified by the CHP.

An FSP operator is not allowed to tow as an independent contractor from an incident that occurred during the FSP shift unless directed by CHP rotation. If called as a rotation tow after an FSP shift, the operator must remove all FSP truck markings and remove his/her FSP uniform.

All FSP services are provided at no cost to the motorist. Operators cannot accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

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

2) SERVICE LOCATIONS

The FSP operates on selected freeway segments referred to as "beats." Each beat has specified turnaround locations and designated drop locations identified by the CHP. Attachment A shows the specific limits, number of tow or service trucks, and hours of operation. Attachments B and C list calendar year 2009, 2010, 2011, and 2012 holidays for FSP operations relevant to this RFP. AUTHORITY reserves the right to add or delete holidays to the work schedule. Travel time to the beat will be at Contractor expense.

At any time during the contract's terms, AUTHORITY reserves the right to adjust beat specifications to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted, Contractor may be required to temporarily expand his/her assigned beat area and hours of operation.

3) CONTRACT REPRESENTATIVES

The FSP program is operated through partnership agreements among AUTHORITY, Caltrans and CHP. CHP provides field supervision of the program, operator certification and training, dispatching, complaint investigation, and vehicle inspections. Caltrans provides program analysis, evaluations, and operational recommendations. AUTHORITY provides contract administration services, accounting controls, and funding procurement.

4) EQUIPMENT REQUIREMENTS

FSP Vehicles and Equipment

Trucks must be exclusively dedicated to the FSP program during hours of FSP operation.

All tow trucks proposed for use in the FSP program shall be no more than four (4) model years old with a maximum of 150,000 miles at the start of this contract. If the contract specifications call for deployment of pick-up style service trucks, said trucks shall be a minimum half-ton in size and no more than two (2) model years old with a maximum of 50,000 miles at the start of this contract.

Contractor shall be required to maintain the number of certified FSP vehicles/drivers per Attachment A.

A back-up truck may be used when a regular truck is unavailable. The back-up truck 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. Contractor shall not be paid for the 45 minute time period that a contractually required truck is not in service. Contractor shall be fined at the hourly contract rate whenever a contracted FSP truck is removed from service or otherwise unavailable for service and no suitable back-up truck is deployed.

Contractor must notify CHP whenever a regular FSP truck is removed from service. Back-up trucks must meet all of the specification and equipment requirements set forth below for regular FSP tow trucks and service trucks. Contractor must also notify CHP when a regular FSP vehicle is returned to service.

All FSP tow trucks shall meet the following standards for safe towing:

- Total weight of the truck, including the lifted load, must fall within the manufacturer's Gross Vehicle Weight Rating (GVWR), and must not exceed either the front or rear axle weight ratings.
- For proper steering and braking, the front axle must carry at least 50% of its normal or unladen weight after the load is lifted

FSP tow trucks shall be equipped at a minimum with the materials identified below. Any equipment not placed in a storage compartment shall be secured to the truck.

Conventional Wreckers Only

- Minimum gross vehicle weight rating (GVWR) of 14,000 pounds, dual-wheel chassis
- Four (4) ton recovery equipment rating
- Wheel lift towing equipment w/ minimum lift rating of 3,000 lbs. All tow equipment shall include proper safety straps
- Boom w/ minimum static rating of 8,000 pounds
- Winch Cable - 100 ft., 3/8" diameter, 6x9 cable or OEM specification w/ working limit of 3,500 lbs.
- Towing slings rated at 3,000 lbs. minimum
- Tow chains - 3/8" alloy or OEM specification w/ J.T. hook assembly
- Portable tow dolly for removing otherwise untowable vehicles
- Safety chain D-ring or eyelet mounted on rear of truck

Flat-Bed Carriers Only

- Minimum gross vehicle weight rating (GVWR) of 21,000 lbs.
- Rear axle minimum rating of 15,000 lbs.
- Carrier bed of steel or aluminum w/ minimum 21 ft. length
- Winch cable – 50 ft., 3/8" diameter, 6x9 cable or OEM specification w/ working limit of 3,500 lbs.
- Bed and winch controls on both sides of truck
- Minimum eight (8) tie-down locations, one near each corner of bed and two distributed along each side of bed. Tie-down locations must be capable of mounting a snatch block.
- Wheel lift rating of 2,500 lbs. minimum
- Set of four (4) axle straps
- Set of four (4) tie-down chains
- Motorcycle tie-down straps
- One (1) 20 ft. recovery-type chain w/ hooks on both ends
- One (1) four ton snatch block w/ hook.

All FSP Tow Trucks (Conventional Wreckers and Flat-Bed Carriers)

- Winch rated at minimum of 8,000 lbs. on first layer of cable
- Vertical push bumper, 22" minimum length
- Safety chains w/ positive locking device, 5 ft. min. length, 5/16" alloy or OEM spec.
- Two (2) 4" x 6" x 12" wood blocks
- Two (2) 4" x 4" wooden cross beams, 48" and 60" in length

Refurbished tow truck beds not more than three (3) years old at the beginning of the contract period and refurbished not more than one (1) time may be used. The refurbished bed must have been certified by a qualified tow truck builder that the tow truck bed's boom, wheel lift, moving parts, hoses, mounting bolts, wiring, safety chains, winch cable, sling straps, paint and control labels have either been replaced or are in good working order.

All FSP Trucks (Tow Trucks and Service Vehicles)

In addition to the equipment identified above specifically for conventional and flat-bed tow trucks, all FSP tow trucks and service vehicles must be equipped with the following materials and equipment. Additional equipment may be supplemented at Contractor's option and expense. Any equipment not placed in a storage compartment shall be secured to the truck.

- Internet-based Global Positioning System (GPS) vehicle tracking system that provides supervising CHP personnel with: 1) access to real-time data on vehicle location, speed, direction of travel, and deployment status; 2) ability to download FSP service area map showing location and status of all FSP vehicles; and 3) ability to retrieve historical vehicle data for minimum of fourteen (14) days.
- Front/rear directional amber warning lights with flashing capability and on/off switch in cab. A directional light bar may be installed, but must be able to display at a minimum right, left, split (center to outwards), and warning flash.
- Mounted spot light capable of directing a beam both front and rear.
- Suitable cab lighting
- Rear work lights
- Flashlight and spare batteries or rechargeable flashlight
- Portable remote tail lights/brake lights w/ extension cord
- External speaker and public address system
- Radios to communicate w/ contractor's base office
- Programmable scanners for scanning frequencies used by Caltrans and CHP
- Trailer hitch capable of handling a 1-7/8" and 2" ball
- Hydraulic floor jack (2-ton capacity)
- Hydraulic trolley jack (2-ton capacity) w/ 5½" to 15¼" lifting range
- Heavy duty, 60+ amp battery

All FSP Trucks (Tow Trucks and Service Vehicles) (continued)

- Power outlets ("hot boxes"), front and rear mounted, w/ outlets compatible w/ 12 volt booster cables or "Jump-and-Carry" portable battery jump box w/ 2000 peak amp minimum rating
- Booster cables, 25 ft. minimum, 3-gauge copper wire w/ heavy-duty clamps, one end adapted to truck's power outlet
- Rechargeable air bottle, hoses, fittings, and valve stems w/ 100 psi capacity or 12 volt on-board air compressor w/ 75 psi capacity and 50 ft. hose
- Unleaded gasoline (5 gallons, less than 60 days old)
- Funnel, multi-purpose, flexible spout
- 5 gallon trash can w/ lid containing a sealed sack filled w/ dry sand
- First aid kit (small 5" x 9")
- Fire extinguisher w/ aggregate rating of at least 4-B, C units
- Pry bar – 36" minimum
- 24" course-bristle street broom
- Square point shovel
- Highway flares (15 minute duration) (36)
- 28" safety cones (6)
- Four way standard lug wrench
- Four way metric lug wrench
- Lock out set
- Toolbox containing the following:
 - Standard Screwdrivers: 1/8", 3/16", 1/4", and 5/16"
 - Phillips Screwdrivers: #1 and #2
 - Needle nose pliers
 - Adjustable rib joint pliers, 2" min. capacity
 - Crescent wrench, 8" and 12"
 - 4 lb. hammer
 - Rubber mallet / hubcap tool
 - Electrical tape
 - Duct tape
 - Tire pressure gauge
 - Mechanic's wire
 - Bolt cutters

Prior to commencement of service, Contractor must have CHP inspect all trucks designated for FSP service. The inspections will conclude no later than 10 working days prior to the start of service. Succeeding inspections will occur periodically. Inspection records will be kept on file at CHP offices and at Contractor's local office. Contractor shall also maintain a maintenance record for each FSP vehicle. If a vehicle does not pass CHP inspection, all problems must be rectified or another vehicle must be substituted no later than 10 days prior to the start of the contract.

Any unsafe or poorly maintained vehicle or improperly equipped vehicle shall be removed from service or repaired as directed by CHP. Contractor shall not be compensated for any vehicle removed from service unless a suitable back-up vehicle is deployed. In addition, Contractor shall be fined at the hourly contract rate whenever a contracted FSP truck is removed from service or otherwise unavailable for service and no suitable back-up truck is deployed.

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

FSP Vehicle Markings and Logos

Markings/logos on all FSP vehicles must conform to the requirements shown on Attachment C. It is Contractor's responsibility to ensure that all FSP markings/logos are displayed in accordance with Attachment C during FSP service hours. Said markings must either be removed or covered immediately upon the completion of each FSP shift. The method of attachment or cover of FSP required markings/logos must be approved by CHP.

AUTHORITY will supply Contractor with the appropriate number of FSP logos and vehicle roof markings for his/her vehicles. If a marking/logo is lost, damaged, or excessively worn, Contractor shall be responsible for the cost of the replacement markings/logos. Contractor shall be required to keep FSP markings/logos clean and in readable condition throughout the FSP operation. All FSP markings/logos shall be returned to the AUTHORITY at the expiration or termination of the contract.

The cost of any AUTHORITY and/or Caltrans/CHP supplied item and/or equipment damaged or not returned shall be deducted from Contractor's final payment.

5) HOURS OF SERVICE AND LOG BOOK REQUIREMENTS

Vehicle operators shall comply with Title 13, California Code of Regulations, Sections 1212, 1212.5 and 1213 regarding the requirements for log books and hours of service.

6) COMMUNICATION EQUIPMENT

Programmable scanners capable of scanning the frequencies used by CHP shall be supplied by Contractor and shall be installed in all FSP trucks. All FSP trucks shall also be equipped with radios to enable the operator to communicate with his/her base office. The radios shall be supplied by Contractor.

All FSP trucks shall be equipped with an external speaker and public address system. The speaker and address system shall be configured to allow the driver of a disabled vehicle to hear instructions transmitted from the cab of the FSP truck when the truck is adjacent to the rear of the disabled vehicle.

All FSP trucks shall be equipped with radios provided by AUTHORITY to enable the operator to communicate with CHP Communications Center. AUTHORITY-supplied communications equipment shall be in addition to Contractor's radios.

Contractor shall be responsible for maintaining the security of the vehicle communication equipment. Contractor shall be liable for any damage other than normal wear and tear to the communication equipment. Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while said equipment is in the care, custody, and control of Contractor or its agents. AUTHORITY shall deduct repair fees as well as the full replacement cost of any AUTHORITY equipment from the contractor's payment for the month in which AUTHORITY must replace or repair equipment (other than as described above). AUTHORITY-supplied vehicle equipment shall be returned upon contract termination. The cost of any equipment not returned shall be deducted from the contractor's final payment.

7) VEHICLE OPERATORS

All FSP operators shall be required to have a safe driving record and a current California driver's license legally appropriate for the tow vehicle being driven. All operators shall be 18 years of age or older. Potential operators shall be subject to driving record and criminal background checks. The driving record and criminal background checks shall be conducted by CHP upon application for tow operator permit DL64. All application fees for said permit shall be paid by Contractor. Potential operators shall be sufficiently experienced in tow truck operation and proficient with all required FSP equipment so as to provide safe and proper service. All potential operators must be capable of demonstrating their tow operating abilities to the satisfaction of CHP prior to formal FSP training. Additionally, the operators will be required to exercise sound judgment in carrying out their duties, and conform to procedures outlined in the CHP Freeway Service Patrol Operations Manual.

FSP operators must inform the CHP Communications Center any time they leave an assigned beat for any reason. This includes replenishing expendable items such as gasoline, fire extinguisher, etc., and transporting a disabled vehicle to a CHP-designated drop location. FSP operators shall be required to complete motorist assist records for each assist.

All tow truck drivers who hold a California Tow Truck Driver Certificate (TTDC) (DL 64) and participate in the FSP program must have a completed Medical Examination Report (DL 51) on file with the Department of Motor Vehicles (DMV).

CHP, Caltrans, and the AUTHORITY maintain strict drug and alcohol policies. Any FSP vehicle operator found working under the influence of drugs or alcohol shall be dismissed immediately. Contractor shall be responsible for finding a replacement driver for that vehicle.

Contractor and vehicle operators shall be required to complete a two-day (16 hours) FSP training program. Contractor shall pay operators for the time spent in the training class. No driver will be allowed to begin patrolling without attending the mandatory training class. Any driver found on patrol without completing the mandatory training class may be prohibited from further FSP service and the contract agreement may be subject to immediate termination.

Mandatory FSP refresher training classes shall be scheduled during non-FSP hours. The refresher training shall be two hours per quarter (for a total of eight hours per year). Contractors shall pay FSP operators for attending the training.

8) OPERATOR UNIFORMS

Contractor is responsible for providing FSP operators with specified uniforms, shoes, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have two-way zip front with heavy-duty brass zipper. Coveralls or shirtsleeves 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. All main seams shall be at least double-stitched with good quality thread.

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

The first name initial and full last name shall be sewn above the right chest pocket so that it shall be clearly visible with the collar open. Letters shall not exceed 1/2 inch. A detachable metal or plastic nameplate may be worn in place of the embroidered name at Contractor's option. The small FSP logo shall be sewn above the left front pocket and on the right shoulder. If awarded, "Driver of the Quarter" or "Driver of the Year" patches may be sewn on the left shoulder. The uniform should include no other markings or decoration.

Reflective white stripes may be sewn around both sleeve cuffs and both leg cuffs and across the upper back. Optional reflective vest with FSP logo patches may be worn during hours of darkness in-lieu of placing reflective striping on uniform shirts.

Drivers shall wear high-visibility safety apparel in conformance with ANSI/ISEA 107-2004 and ANSI/ISEA 207-2006 whenever he or she is outside of the vehicle performing an assist. At a minimum, this shall include an orange or green-colored safety vest. The letters "FSP" shall be sewn across the middle portion of the back of each safety vest, or may be sewn on a patch of the same color as the uniform which is sewn across the middle portion of the back of each safety vest. The letters shall be at least four inches in height and shall be white in color and shall be centered. The small FSP logo shall be sewn above the left front pocket and on the right shoulder. If awarded, "Driver of the Quarter" or "Driver of the Year" patches may be sewn on the left shoulder. The uniform should include no other markings or decoration.

The driver's FSP identification card must be carried on the driver so that it may be readily produced upon request.

All FSP operators shall wear general duty black work boots with protective steel toe.

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

Rain gear shall be waterproofed material, yellow in color. Reflective white tape shall be applied to both sleeve cuffs and both leg cuffs and across the upper back. Optional reflective vest with FSP logo patches may be worn during hours of darkness in-lieu of placing reflective taping on rain gear.

Hats are optional. They shall be baseball type cap, navy blue in color. At Contractor's option, the Freeway Service Patrol logo or the initials "FSP" shall be embroidered above the brim. The logo or initials shall be centered. Initials shall be sewn in white. No other logos/names shall be accepted.

All uniform costs, including FSP patches, shall be borne by Contractor.

9) CONTRACTOR'S OFFICE

Contractor shall provide an office for contract administration purposes. The office shall be staffed by an "authorized representative" who has the authority to conduct business and make decisions on behalf of Contractor. The office shall be open for business between the hours of 9:00 a.m. and 5:00 p.m. Contractor shall also provide an authorized representative during regular FSP hours to answer any inquiries from the AUTHORITY, CHP, or Caltrans. Contractor shall furnish radio service, telephone service, fax service, pager service, or any combination of the above such that all inquiries can be responded to within 15 minutes from receipt of inquiry. Failure to respond within 15 minutes may result in contract termination. At all other times, Contractor shall provide service as necessary to log all calls, complaints, or any inquiries relative to Freeway Service Patrol activities.

10) COMPLIANCE WITH STANDARD OPERATING PROCEDURES

Contractor shall comply with all provisions of the Sacramento Metropolitan Freeway Service Patrol Standard Operating Procedures Manual—dated December 2007 or later—which more specifically details the standards for professionalism and conduct, operator duties and responsibilities, policies and procedures for operational situations, safety, tow procedures, radio communications, documentation and reporting, sexual harassment, drug and alcohol policies, criminal conduct while on or off duty, violations and penalties, and certification requirements.

END OF SCOPE OF SERVICE

ATTACHMENT A
SACRAMENTO METROPOLITAN FREEWAY SERVICE PATROL (FSP)
BEAT DESCRIPTIONS

BEAT	FWY	SEGMENT	# OF TOW/ SERVICE VEHICLES	# OF BACKUP VEHICLES	ONE-WAY SEGMENT LENGTH (MI)	NON- HOLIDAY WEEKDAY MORNING SHIFT	NON- HOLIDAY WEEKDAY EVENING SHIFT	SUNDAY & MONDAY HOLIDAY SHIFT
5	I-80	Interstate 5 to Business 80	1/1	0	8.72	0600-0900	1500-1830	N/A
6	I-5/ HWY 99	Elkhorn Blvd. to Elk Grove Blvd.	2/1	0	20.32	0600-0900	1500-1830	N/A
7	I-80/ BUS 80	Jefferson Blvd. to Yolo County Line	1/0	0	17.35	0600-0900	1500-1830	1300-1900

Authority and Contractor may cooperatively adjust shift hours and boundaries of highway segments as necessary to accommodate special situations, changing conditions, or unforeseen circumstances.

ATTACHMENT B
SACRAMENTO METROPOLITAN FREEWAY SERVICE PATROL (FSP)
NON-SERVICE HOLIDAYS for BEATS 5 and 6

2009

July 3 Independence Day
September 7 Labor Day
October 12 Columbus Day
November 11 Veterans Day
November 26-27 Thanksgiving
December 24-31 Holiday Break

2010

January 1 New Years Day
January 18 Martin Luther King Jr. Day
February 12 Lincoln's Birthday
February 15 Presidents Day
March 31 César Chavez Day
May 31 Memorial Day
July 5 Independence Day
September 6 Labor Day
October 11 Columbus Day
November 11 Veterans Day
November 25-26 Thanksgiving
December 24-31 Holiday Break

2011

January 3 New Years Day
January 17 Martin Luther King Jr. Day
February 11 Lincoln's Birthday
February 21 Presidents Day
March 31 César Chavez Day
May 30 Memorial Day
July 4 Independence Day
September 5 Labor Day
October 10 Columbus Day
November 11 Veterans Day
November 24-25 Thanksgiving
December 23-30 Holiday Break

2012

January 2 New Years Day
January 16 Martin Luther King Jr. Day
February 13 Lincoln's Birthday
February 20 Presidents Day
March 31 César Chavez Day
May 28 Memorial Day

The above specific dates are for general guidance only. Authority reserves the right to change or delete days from the working schedule.

ATTACHMENT B (Continued)

SACRAMENTO METROPOLITAN FREEWAY SERVICE PATROL (FSP) NON-SERVICE DAYS for BEAT 7

Beat 7 shall be in operation every weekday including observed Monday holidays and every Sunday except Sundays before an observed Monday holiday except for the following non-service days:

2009

September 6 Day before Labor Day
October 11 Day before Columbus Day
November 11 Veterans Day
November 26-27 Thanksgiving
December 24-31 Holiday Break

2010

January 1 New Years Day
January 17 Day before Martin Luther King Jr. Day
February 12 Lincoln's Birthday
February 15 Day before Presidents Day
March 31 César Chavez Day
May 30 Day before Memorial Day
July 4 Independence Day
September 5 Day before Labor Day
October 10 Day before Columbus Day
November 11 Veterans Day
November 25-26 Thanksgiving
December 24-31 Holiday Break

2011

January 16 Day before Martin Luther King Jr. Day
February 11 Lincoln's Birthday
February 20 Day before Presidents Day
March 31 César Chavez Day
May 29 Day before Memorial Day
July 3 Day before Independence Day
September 4 Day before Labor Day
October 9 Day before Columbus Day
November 11 Veteran's Day
November 24-25 Thanksgiving
December 23-30 Holiday Break

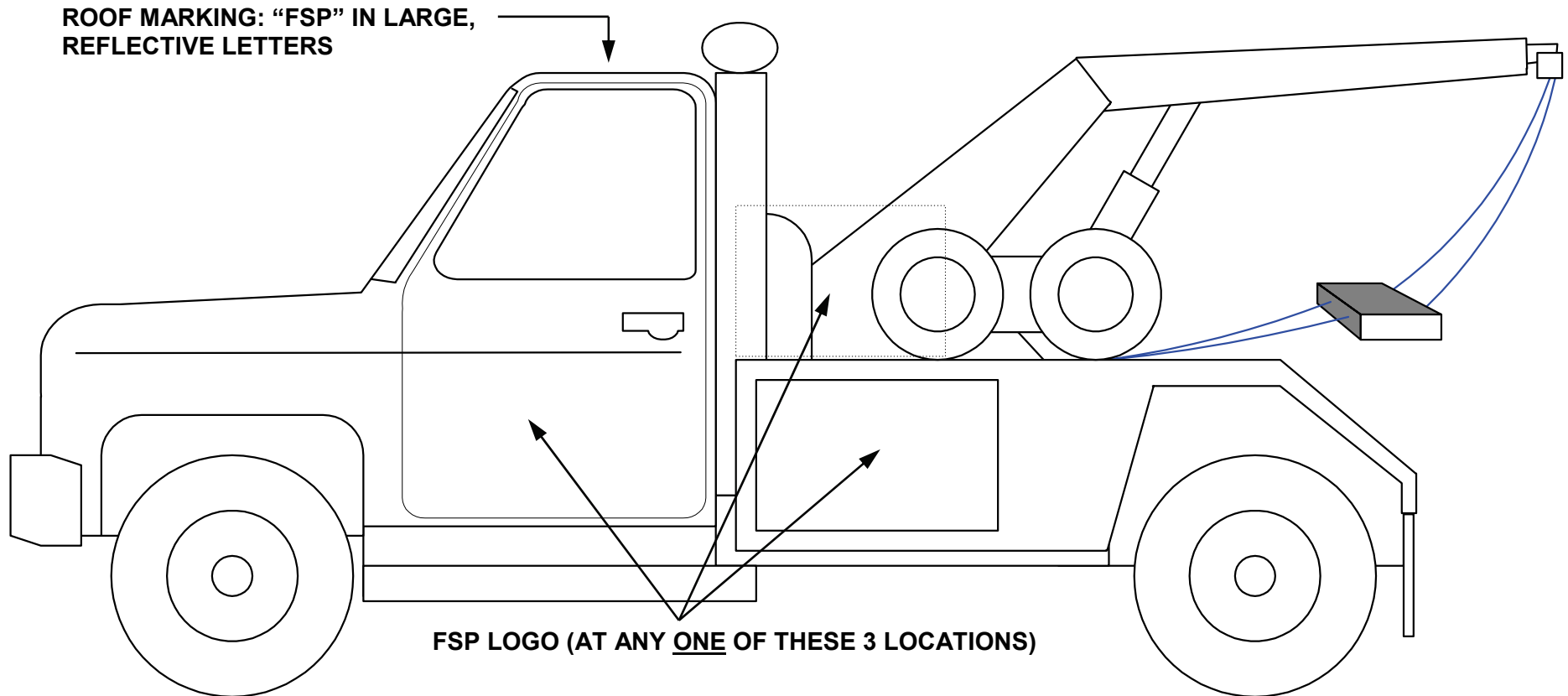
2012

January 1 New Years Day
January 15 Day before Martin Luther King Jr. Day
February 12 Day before Lincoln's Birthday (Observed)
February 19 Day before Presidents Day
May 27 Day before Memorial Day

The above specific dates are for general guidance only. Authority reserves the right to add or delete days from the working schedule.

ATTACHMENT C

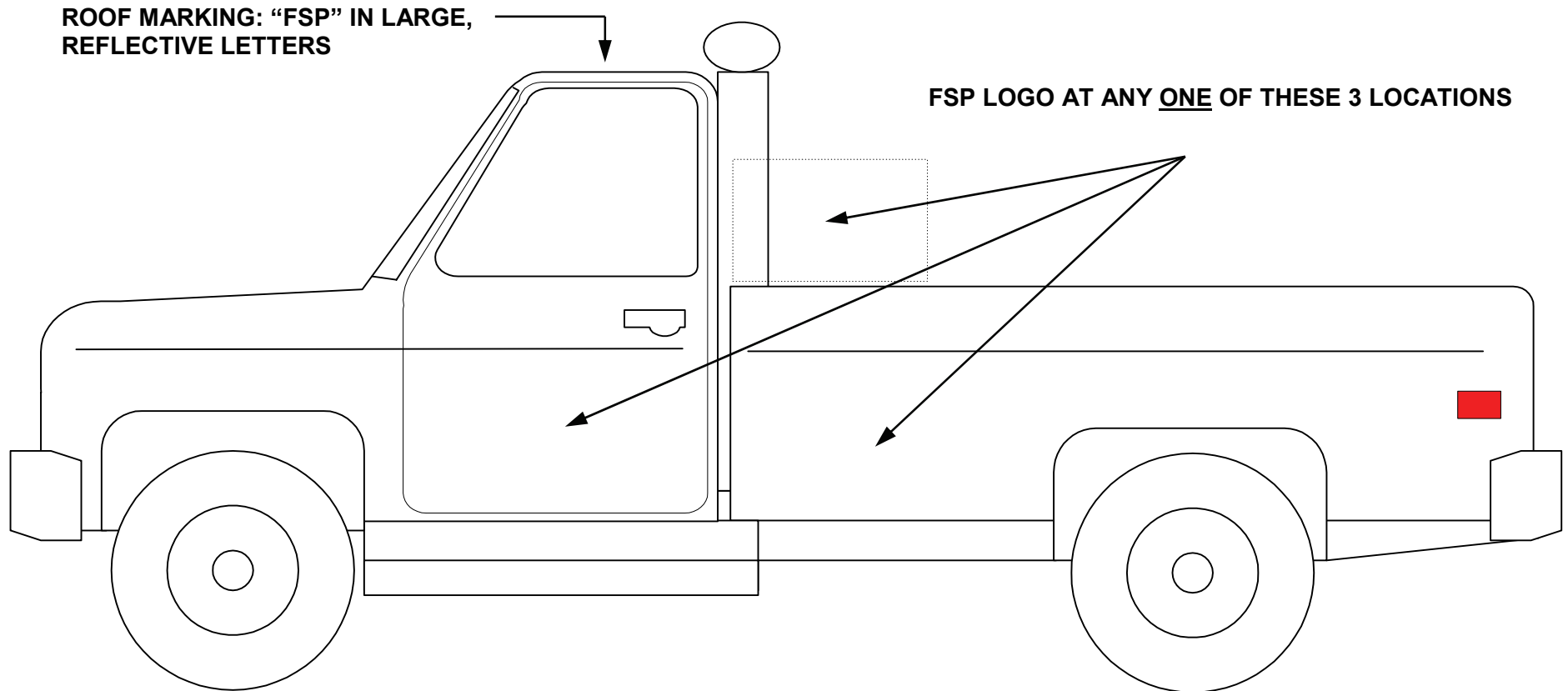
TOW TRUCK VEHICLE SPECIFICATIONS



- Vehicles must be painted white and shall bear the Freeway Service Patrol Logo on either: both doors, on the truck body directly behind the cab on both sides, or in a sign holder securely attached to the top of the truck bed behind the cab on both sides of the vehicle
- Beat Identification Numbers must be displayed at a location approved by the CHP
- The maximum size for all letters and numbers below the roof is 4 inches in height
- Any lettering relating to Freeway Service Patrol must be black in color
- Any proposed trim must be black in color and limited to one stripe, a minimum of 4 inches in width
- Exact placement and size of proposed trim must be approved in writing by the AUTHORITY or the CHP
- No lettering on the boom of the truck is allowed, including company name, address or phone number

ATTACHMENT C

SERVICE TRUCK VEHICLE SPECIFICATIONS



- Vehicles must be painted white and shall bear the Freeway Service Patrol Logo on either: both doors, on the truck body directly behind the cab on both sides, or in a sign holder securely attached to the top of the truck bed behind the cab on both sides of the vehicle
- Beat Identification Numbers must be displayed at a location approved by the CHP
- The maximum size for all letters and numbers below the roof is 4 inches in height
- Any lettering relating to Freeway Service Patrol must be black in color
- Any proposed trim must be black in color and limited to one stripe, a minimum of 4 inches in width
- Exact placement and size of proposed trim must be approved in writing by the AUTHORITY or the CHP

RFP #09-FSP-01

SAMPLE CONTRACT AGREEMENT

CONTRACT AGREEMENT

between

Tow Company
Street Address
City, State ZIP Code
(hereinafter "Contractor")

Contract No.: 09-FSP-01

and

Sacramento Transportation Authority
431 I Street, Suite 106
Sacramento, CA 95814
(hereinafter "Authority")

Term: July 1, 2007 – June 30, 2010

for

FREEWAY SERVICE PATROL SERVICES

- Beat 5 — Interstate 80: Interstate 5 to Business 80**
- Beat 6 — Interstate 5: Elk Grove Blvd. to Elkhorn Blvd/Highway 99**
- Beat 7 — Interstate/Business 80 in Yolo County: Jefferson Blvd. to Solano County Line**

In months where the average price of diesel fuel is **above** \$3.00/gallon:

$$(A - \$3.60) * 2.75 = \text{fuel cost adjustment } \underline{\text{added}} \text{ to hourly rate specified above}$$

In months where the average price of diesel fuel is **below** \$2.00/gallon:

$$(\$2.40 - A) * 2.75 = \text{fuel cost adjustment } \underline{\text{subtracted}} \text{ from hourly rate specified above}$$

where A is the average monthly cash price for diesel fuel in California, as reported weekly by the California Energy Commission.

- D. The compensation set forth above will cover and include all applicable labor surcharges such as taxes, insurance, and fringe benefits, as well as equipment, supplies, tools, indirect costs, overhead, general and administrative expenses, and profit.
- E. Authority shall pay Contractor for the services satisfactorily performed hereunder an amount as calculated above and invoiced to the Authority not more often than monthly. All invoices shall be submitted to Authority and be supported by documentation from CHP dispatch, assist records as described in Section H below, completed timesheets as provided by Authority, or other proof as may be reasonably required by Authority. Payment of the approved portion of such invoice shall be made to Contractor by Authority within thirty (30) calendar days following receipt. Errors in billing will be resolved by CHP, Authority, Caltrans and Contractor within 10 working days of receipt of invoice.
- F. Records and Audit: Contractor shall permit authorized representatives of Authority and any other applicable government agency to inspect and audit all records of Contractor relating to its performance under this Contract from date of Contract through and until expiration of three years after completion of Contract. For purposes of audit, the date of completion of the Contract shall be the date of Authority's payment for Contractor's final billing (so noted on the invoice) under this Contract, or a period of ninety days from the date of Authority's Notice of Final Acceptance.
- G. Extended Hours: Extended hours of service shall be subject to prior approval by CHP and/or Caltrans. CHP shall document all extended hours requests in writing. Extended hours shall be reimbursed at the straight time rate and paid in quarter-hour increments.
- H. Original assist records shall be submitted to Authority by Contractor on a weekly basis.
- I. Performance Deposit: The performance deposit submitted with Contractor's proposal will be deposited into an interest bearing account. At the expiration of the Contract, the performance deposit, plus any accrued interest, will be returned to Contractor less any charges for issued equipment which has not been returned. If Contractor defaults prior to the completion of the Contract, the performance deposit shall be forfeited to the Authority as liquidated damages.

4.0 AUTHORITY REPRESENTATIVES

Norman Hom shall be the Authority's designated representative for the Contract. Representative shall manage all technical aspects related to the performance of this Contract. Contractor shall make such oral or written reports to Authority's Representative as he may request in addition to those specifically required elsewhere by this Contract.

5.0 TERMINATION

- A. Authority may, by written notice to Contractor, terminate this Contract in whole or in part at any time, either for Authority's convenience or because of the failure of Contractor to fulfill its Contract obligations. Upon receipt of such notice, Contractor shall immediately discontinue all services and deliver to Authority all records relating to services provided before termination.
- B. If the termination is for the convenience of Authority, Authority shall pay Contractor the allowable costs incurred prior to effective date of termination.
- C. If the termination is due to the failure of Contractor to fulfill its Contract obligations, Authority may award a contract to a back up contractor. In such case, Contractor shall be liable to the Authority for any reasonable cost or damages occasioned to the Authority thereby.
- D. If, after the notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Authority. In such event, adjustment shall be made as provided in paragraph B of this Article.
- E. The rights and remedies of the parties provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
- F. Contractor, in executing this Contract, shall be deemed to have waived any and all claims for damages in the event of Authority's termination for convenience as provided in paragraph B of this Article.

6.0 INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 001)
2. Insurance Services Office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto)
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. On-Hook Insurance

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Authority and its subsidiaries.

E. Acceptability of Insurers

All insurance, with the exception of workers' compensation coverage, is to be placed with insurers currently admitted in California, with a current *A.M. Best's* rating no less than A:VII. Workers' compensation coverage is to be placed with insurers currently admitted in California.

F. Verification of Coverage

Contractor shall furnish Authority with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms approved by Authority's Risk Management Department. All endorsements are to be received and approved by Authority before work commences. Authority may at any time request written verification that insurance coverage is being maintained.

G. Liability and Indemnification

Contractor shall indemnify, hold harmless and defend Authority, CHP, Caltrans, State of California, Sacramento Area Council of Governments, Central Valley Service Authority for Freeway Emergencies, and their officers, officials, by law, from and against all liability, claims, losses, actions, and expenses (including attorney's fees) on account of bodily injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of Authority) arising out of or resulting from the acts or omissions to act of Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone of whose acts any of them are liable in the performance of the Work, whether occurring during the course of the contract or after its completion, unless caused solely by the negligence or willful misconduct of the parties to be indemnified.

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

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

7.0 REVISIONS IN SCOPE OF WORK

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

8.0 Equal Employment Opportunity / Fair Employment & Housing Act

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations."
- B. Compliance With FEHA: Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 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 Code of Regulations, are incorporated into the Contract by reference and made a part hereof as if set forth in full.
- C. Nondiscrimination: Contractor, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- D. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- E. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities a may be determined by the Authority to be pertinent to ascertain compliance with such Regulations,

orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the Authority, and shall set forth what efforts it has made to obtain the information.

- F. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Agreement, the Authority shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- 1) Withholding of payments to Contractor under this Agreement until Contractor complies;
 - 2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- G. Incorporation of Provisions: Contractor shall include the provisions of subsections A through F, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request the Authority to enter such litigation to protect the interests of the Authority.

9.0 DRUG FREE POLICY

Contractor shall provide a drug free workplace by adopting a drug free workplace policy as set forth in Attachment A.

10.0 PROHIBITED INTERESTS

- A. Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to annul this contract without liability.
- B. Contractor agrees that, for the term of this Contract, no member, officer, or employee of Authority or of a local public agency during his/her employment and for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any interest, direct or indirect, in this Contract, or to any benefit arising thereof.
- C. The employment by Contractor of personnel on the payroll of the Authority will not be permitted in the execution of this Contract, even though such employment may be outside of the employee's regular working hours. Further, the employment by the Contractor of personnel who have been on the Authority payroll within one (1) year prior to the date of contract award, where such employment is caused by and/or dependent upon Contractor securing this or related contract with Authority, is also prohibited.

11.0 NOTIFICATION

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

Sacramento Transportation Authority
431 I Street, Suite 106
Sacramento, CA 95814
Attn: Norman Hom

Tow Company
Street Address
City State ZIP Code
Attn: Contact Person

12.0 COMPLIANCE WITH LAW

Contractor shall familiarize him/herself with and perform the work required under this Contract in conformity with requirements and standards of Authority, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by work under this Contract. Contractor shall also comply with all Federal, California, and local laws and ordinances applicable to any of the work involved in this Contract. This includes but is not limited to compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, Environmental Protection Agency regulations, and the State of California's Energy Policy and Conservation Act.

13.0 DISPUTES

In the event of a disagreement or dispute arising between the parties under this Contract, Authority shall, upon its own initiative or promptly upon the written request of Contractor, make a determination thereof and such determination shall be complied with pending judicial determination of the dispute. Pending final resolution of any dispute hereunder, Contractor shall continue diligently to perform the services under this Contract and in accordance with the Authority's decision or position concerning the disputed matter.

Damage Disputes: Upon receiving a damage complaint from a motorist that Contractor damaged his/her vehicle while lending assistance, Contractor shall immediately notify CHP verbally and provide a follow-up written statement from the involved operator within three working days. Contractor must also notify CHP in writing within three working days regarding the nature of the damage complaint and its disposition. Contractor shall reply to the motorist by telephone within 24 hours of receiving the damage complaint notification. If necessary, Contractor shall send his/her authorized representative and/or insurance company representative to inspect the subject vehicle and complete an incident report within 48 hours after receiving the damage complaint.

If the investigation shows that the damage to the vehicle could have been caused by Contractor, Contractor shall negotiate in good faith to try and resolve the issue and shall report in writing to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

14.0 GOVERNING LAW

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

15.0 ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the date shown below, but effective on the date first hereinabove written.

TOW COMPANY

Tax I.D. Number:

**SACRAMENTO TRANSPORTATION
AUTHORITY**

President

Executive Director

(Date)

(Date)

Approved as to form:

Authority Counsel

Attachment A

DRUG-FREE WORKPLACE POLICY

The company is committed to providing and maintaining a drug-free workplace consistent with the provisions of the Drug-Free Workplace Act of 1988.

Unlawful manufacture, distribution, dispensing, possession of, or use of any controlled substance in the company offices is strictly prohibited. Compliance with this prohibition is a condition of employment. Staff violating this prohibition will be subject to disciplinary action up to and including termination.

The company will provide a drug-free awareness program to inform its staff about:

- The dangers of drug abuse in the workplace;
- The company's policy of maintaining a drug-free workplace;
- Drug counseling, rehabilitation, and other assistance programs that are available; and
- The penalties that may be imposed upon staff members for drug abuse violations occurring in the workplace.

Any staff member who has been convicted of violating any criminal drug statute in the workplace is required to notify the Owner within five days after such conviction. Within ten days after receiving such notice of conviction, the Owner shall notify any federal funding agency requiring such notification, as mandated by the Drug-Free Work-Place Act of 1988. Within thirty days of receiving notice of such conviction, the Owner shall also take one of the following actions with respect to any staff member so convicted:

Initiate disciplinary action and/or require the convicted staff member to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Dissemination of Policy: To achieve the goals of the company's Drug-Free Policy and to ensure that all staff members are aware of the firm's official policy regarding a drug-free workplace, the following steps have been and will be taken:

- Every staff member will be given a copy of the company's Drug-Free Policy.
- The company's Drug-Free Policy will be discussed periodically at management and other staff meetings.
- All new staff members will receive a copy of the company's Drug-Free Policy as part of their initial orientation.