

**SACRAMENTO METROPOLITAN FREEWAY SERVICE PATROL PROGRAM**



# Request for Bids

for

## Freeway Service Patrol Roadside Assistance and Tow Services

issued by

**Sacramento Transportation Authority**

431 I Street, Suite 106

Sacramento, California 95814

July 22, 2010

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## **I.0 BACKGROUND**

The Freeway Service Patrol (FSP) is a program designed to reduce congestion by rapidly removing disabled vehicles and vehicles involved in minor accidents from the freeway corridor. FSP operators do this by providing "quick fix" services such as changing flat tires, providing jump starts, providing a gallon of fuel, taping hoses, and performing other minor repairs as necessary. When a vehicle cannot be mobilized within a 10-minute timeframe, FSP will tow the vehicle to a designated drop location off the freeway. All FSP services are provided at no cost to the motorist.

The Sacramento Metropolitan FSP Program operates 17 trucks on 7 beats covering the most-congested segments of major highways and freeways in Sacramento County and a portion of Yolo County. FSP contracts with private tow companies to provide the roadside assistance and towing services.

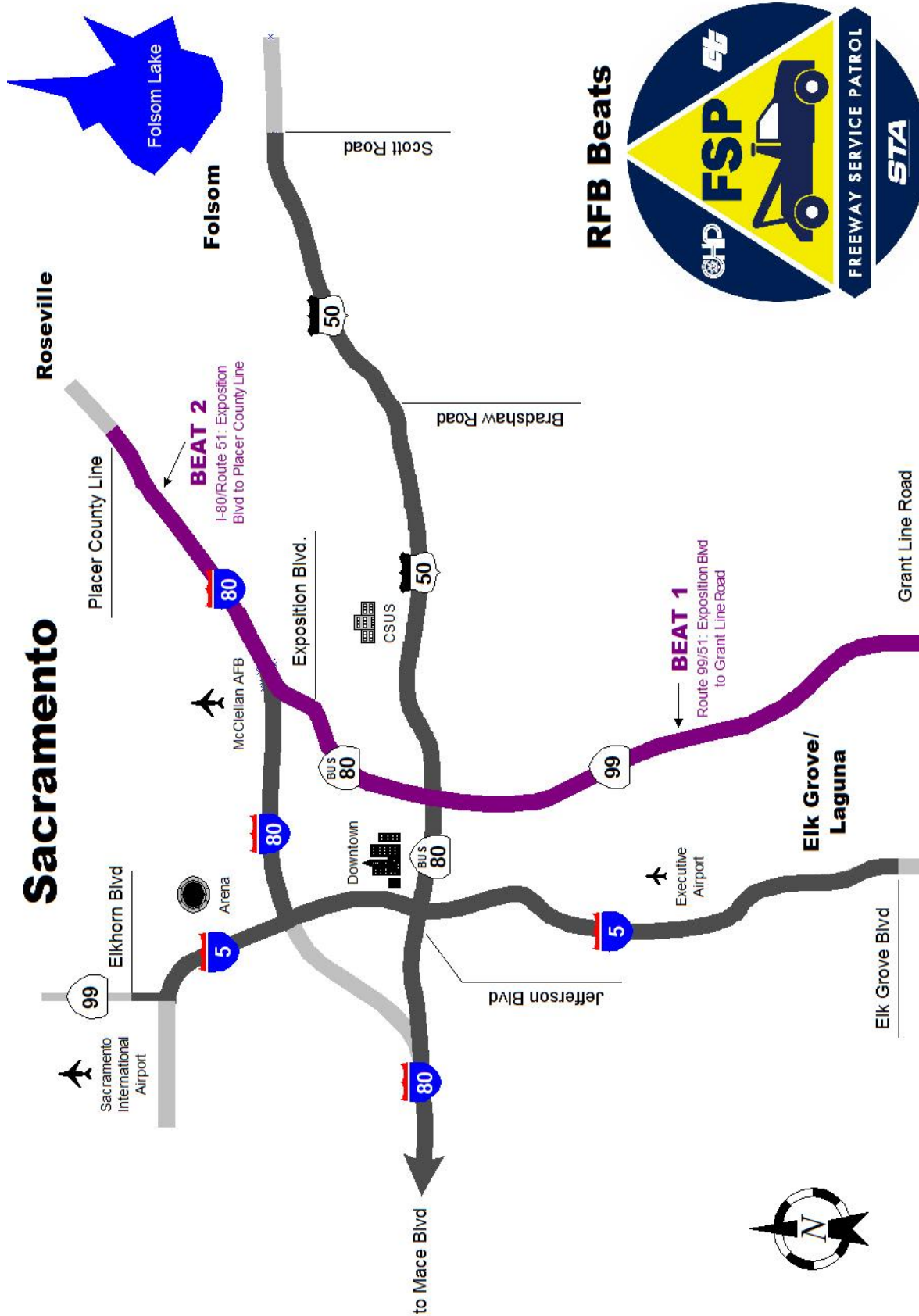
The Sacramento Metropolitan Freeway Service Patrol Program is a joint effort between the Sacramento Transportation Authority (STA), the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP). The STA administers the Program while Caltrans provides funding and CHP provides field supervision. The Capitol Valley Service Authority for Freeways and Expressways (SAFE) is also a partner in the Program by providing a significant portion of funding.

## **2.0 INTRODUCTION**

On June 10, 2010, the STA issued a Request for Qualifications (RFQ) to area tow providers and tow providers from outside the area that had previously requested to be included on the STA's FSP mailing list. The purpose of the RFQ was to establish a list of interested and qualified firms eligible for the next step in the procurement process, the Request for Bids (RFB). The STA Governing Board approved the list of qualified firms on July 22, 2010 (contained in Appendix A). This Request for Bids (RFB) is exclusively directed at the firms on that list.

The eligible firms are each invited to submit one Bid for a contract to provide motorist assistance and towing services as described within this RFB for FSP Beats 1 and 2 (shown on the map on the next page and described in Section 8 of the Scope of Services). From the Bids received, the STA will award the contract to the Low Bidder in accordance with Section 180154 of the Local Transportation Authority and Improvement Act (Public Utilities Code, §180000 et seq.).

# Sacramento



**RFB Beats**



### 3.0 INSTRUCTIONS TO BIDDERS

- 3.1 Examination of RFB Documents. Bidder shall be solely responsible for examining, with appropriate care, the RFB documents, including any Addenda issued during the Bid period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of Bid or the performance of the work in the event Bidder is selected. Failure of a Bidder to so examine and inform itself shall be at its sole risk and no relief for error or omission will be given.
- 3.2 Interpretation of RFB Documents. Bidders may request of the STA in writing prior to 3:00 p.m. on August 5, 2010 clarification or interpretation of the RFB documents. All queries received by the STA prior to the deadline will be tabulated together with answers and distributed to all bidders. Where such interpretation or clarification requires a change in the RFB documents, the STA will issue an Addendum. Bidder shall acknowledge receipt of any and all Addenda in its Bid cover letter. The STA shall not be bound by, and Bidder shall not rely on, any oral interpretation or clarification of the RFB documents.
- 3.3 Type of Contract to be Awarded. The STA will enter into an all-inclusive hourly rate contract with a contract service period of 4 years. An optional 1-year extension may be granted based upon satisfactory performance of the contract terms. A sample of the Contract Agreement to be utilized is attached as Appendix D.
- 3.4 Confidentiality. All Bids will be subject to public disclosure as required by the California Public Records Act.
- 3.5 Authority Rights. The STA reserves the right to:
- Reject any or all of the Bids if it deems such action is in the public interest.
  - Issue subsequent Requests for Bids.
  - Cancel the entire Request for Bids.
  - Remedy technical errors in the Request for Bids process.
  - Award a contract to one or more bidders.
  - Waive informalities and irregularities in Bids and the Bid process.
- This RFB does not commit the STA to enter into a contract, nor does it obligate the STA to pay for any costs incurred in preparation and submission of Bids in anticipation of a contract.
- 3.6 Protests. A Bidder may object to a provision of this RFB on the grounds that STA procedures, the provisions of this RFB, or applicable provisions of federal, state, or local law have been violated or inaccurately or

inappropriately applied by submitting to the STA a written explanation of the basis for the protest. Deadline for protest submittal is no later than 10 days prior to the date Bids are due.

- 3.7 Performance Guaranty. All Bids must be accompanied by a performance guaranty in the form of a one thousand dollar (\$1,000) cashier's check made out to STA. Each check shall include the company name and marked "RFB 10-FSP-01".

Guaranty checks will be returned to unsuccessful bidders within 10 days of a contract being signed and executed, but no later than September 7, 2010.

If the successful bidder is awarded a contract pursuant to this RFB but declines or otherwise fails to execute the contract in good faith, the \$1,000 Performance Guaranty shall be forfeited.

Guaranty checks will be returned to the successful bidder after the successful completion of the first year of service. In the event the contractor defaults within the first year of service, his or her \$1,000 Performance Guaranty shall be forfeited.

- 3.8 Valid Bid Term. Bids shall be valid for one hundred eighty (180) days after the Bid due date of August 16, 2010.

#### **4.0 PREPARATION AND SUBMITTAL OF BIDS**

- 4.1 Use of Bid Forms. The Bid must be prepared on the forms provided in Appendix C. Additional information, sheets or pages not specifically requested on the Bid forms shall not be considered and may render the Bid non-responsive and cause its rejection.
- 4.2 Signing of Bid/Authorization to Negotiate. Each Bid shall be signed by the bidding firm's authorized representative as listed in Appendix A. The authorized representative is the person authorized to negotiate on the bidding firm's behalf with the STA in connection with this RFB.
- 4.3 Modifications and Alternative Bids. Bidder shall submit a Bid in strict conformity with the requirements of the RFB documents. The Bid shall be complete in itself. Unauthorized conditions, limitations, or provisions attached to a Bid may render it non-responsive and cause its rejection. Oral, telegraphic, or telephonic Bids or modifications will not be considered.

- 4.4 Submission of Bids. Bids will be accepted at 2:00 p.m. on Monday, August 16, 2010 at:

Sacramento Transportation Authority  
431 I Street, Suite 106  
Sacramento, California 95814

No early or late Bids will be accepted. Bids are limited to one Bid per firm. Bids must be sealed in an envelope and delivered in person by an authorized representative and must remain sealed and in the Bidder's possession until collected and opened by STA staff in the presence of all bidders.

## 5.0 SELECTION PROCESS AND AWARD OF CONTRACT

- 5.1 Basis of Award. The STA will award the contract to the Low Bidder in accordance with Section 180154 of the Local Transportation Authority and Improvement Act (Public Utilities Code, §180000 et seq.).
- 5.2 Determination of Low Bid. All Bids will be opened in the presence of all bidders at the Bid due date and time. The person or firm submitting the lowest responsive, responsible Bid according to the requirements of this RFB, for the combined hourly rate of both beats shall be deemed the Low Bidder. In the event of a tie, the award of contract shall be determined by a single coin toss conducted by the FSP Program Manager.
- 5.3 Execution of Contract. The Low Bidder shall have 10 days from written notification to accept and execute a contract. In the event the Lowest Bidder declines or fails to execute a contract within 10 days, the contract may then be offered to the next-lowest bidder(s) in the original order.

## 6.0 CONTRACT DEFAULT/REPLACEMENT CONTRACTOR

- 6.1 Contractor Default Within First 12 Months. In the event the contractor defaults or the contract is terminated within the first 12 months of service and a replacement contractor is deemed necessary, the STA may offer a contract to the next-lowest Bidder. If the determination that a replacement contractor is needed occurs within the first 180 days during the term the original Bids are valid, the original Bid rates shall be incorporated into the new contract. If the determination occurs after 180 days, the STA may negotiate a mutually-acceptable contract rate with the next-lowest bidder, provided that the negotiated total hourly rate does not exceed the total hourly rate of the next-lowest original bid. If an agreeable rate cannot be

successfully negotiated, the STA may then negotiate with the next-lowest Bidder in the original order.

- 6.2 Contractor Default After 12 Months. In the event the primary contractor defaults on the contract or the contract is terminated after the first 12 months of service and a replacement contractor is deemed necessary, the STA shall initiate a formal selection process—including the issuance of a new Request for Qualifications and a new Request for Bids—to select a contractor.
- 6.3 Continuous Coverage. If, at any time, there is an extended lapse, or an anticipated extended lapse, of FSP coverage due to a contractor default or contract termination, the STA may declare an emergency and negotiate and enter into a short-term (less than 1 year) contract with any tow provider of its choosing until a long-term replacement contractor can begin coverage as permitted by Section 180154 of the Local Transportation Authority and Improvement Act (Public Utilities Code, §180000 et seq.).

## **7.0 SELECTION PROTESTS**

A Bidder may object to the selection or non-selection of a particular firm for the award of contract on the grounds that STA procedures, the provisions of the RFB or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied in the selection process. Disputes may be filed by submitting to the Program Manager a written explanation of the basis for the protest no later than three (3) working days after the lowest Bidder has been determined. Protests must clearly and specifically describe the basis for the protest in sufficient detail for the FSP Program Manager to recommend a resolution to the STA Executive Director. The STA Executive Director will respond to the protest in writing.

## **8.0 STA POINT OF CONTACT**

Inquiries relating to this RFB should be submitted to the FSP Program Manager at the contact information below:

Norman Hom, Program Manager  
Sacramento Metropolitan Freeway Service Patrol  
431 I Street, Suite 106  
Sacramento, California 95814

(916) 323-0080  
(916) 323-0850 fax  
*norm@sacta.org*

## **APPENDIX A — QUALIFIED FIRMS**

The following firms responded to Request for Qualifications 10-FSP-01, dated June 10, 2010, and have been found to meet the requirements contained therein for providing contract services for the Sacramento Metropolitan Freeway Service Patrol Program. The Sacramento Transportation Authority Governing Board approved the list of eligible firms on July 22, 2010.

The Authorized Representative listed is the person identified in the Qualifications submitted by each firm as the person authorized to negotiate with the STA on the firm's behalf with regards to a contract resulting from this RFB.

Request for Bids 10-FSP-01 is exclusively directed to these three firms:

**College Oak Towing**  
4125 Winters Street  
Sacramento CA 95838

*Authorized Representative:* Douglas Nelson (Owner/Operations Manager)

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**Mike's Towing Service, Inc.**  
540 West Scotts Avenue  
Stockton CA 95203

*Authorized Representative:* Andrea Olivarez (Secretary/Treasurer)

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**Sierra Hart Auto Center**  
1050 Triangle Court  
West Sacramento CA 95605

*Authorized Representative:* Rick Hart (President)

## **APPENDIX B — SCOPE OF SERVICES**

### **1.0 GENERAL DESCRIPTION OF SERVICE**

The Sacramento Transportation Authority requires towing services for the Sacramento Metropolitan Freeway Service Patrol (FSP).

The FSP operates on selected freeways and highways in the Sacramento metropolitan area, including portions of Yolo County. FSP runs every regular weekday Monday through Friday during the hours when congestion is greatest, generally from 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:30 p.m. (holidays and breaks excluded).

FSP operators, driving tow trucks and service trucks, continuously patrol their assigned beats and offer assistance to stopped vehicles. Operators may spend approximately 10 minutes per disablement in attempting to mobilize a vehicle through quick fixes and minor repairs (e.g., providing a gallon of fuel, jump starting, changing flat tires, etc.). If a vehicle cannot be mobilized within the 10-minute time limit, the vehicle shall be towed, when possible, 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, a specified tow or a relative/friend to assist them.

CHP may dispatch a FSP vehicle to incident locations within and beyond the vehicle's patrol limits when necessary. In addition, there may be some instances where FSP operators may be requested to lend assistance to peace officers. FSP operators are required to follow the instructions of the peace officer while at the scene of any incident.

FSP operators are not allowed to tow as independent contractors from incidents that occur during the FSP shift. If called as a rotation tow after a FSP shift, another driver must be dispatched to respond to the incident. FSP operators are also not allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

The FSP program is operated through partnership agreements among STA, 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. STA provides contract administration services, accounting controls, funding procurement, and overall program management.

## 2.0 CONTRACTOR REQUIREMENTS

- 2.1 Contractor 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 STA, 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.

Where Contractor office is in excess of 30 minutes driving time (at the speed limit) from its FSP beats, Contractor must utilize the remote location they previously identified in their Statement of Qualifications for staging and parking. Form 2, "Local Office or Remote Location Questionnaire" from each Bidders' Statement of Qualifications is hereby incorporated into the RFB by reference.

- 2.2 Permits, Certificates and Licenses. Contractor must have all required permits, certificates, and business licenses.
- 2.3 Accounting System. Contractor must have in place and maintain throughout the contract period an accounting system that meets the requirements of the STA and Caltrans. 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.
- 2.4 Financial Stability. Contractor 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.
- 2.5 Insurance. Contractor, at its own expense, must obtain and maintain in effect for the duration of the contract the following insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees:

- A. Workers' Compensation insurance as required by the State of California, such policy shall contain a Waiver of Subrogation endorsement in favor of STA;
- B. Employer's Liability of at least \$1,000,000 per accident for bodily injury or disease;
- C. Commercial General Liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage (if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit);
- D. Owned, Non-Owned and Hired Automobile Liability of at least \$1,000,000 per accident for bodily injury and property damage;
- E. On-hook Insurance of at least \$60,000 per accident;
- F. Inland Marine Floater Insurance of at least \$5,000 or the replacement cost of the equipment supplied by STA, whichever is higher; and
- G. Umbrella insurance in the amount of \$1,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

Contractor must have original insurance certificates and the required endorsements approved by STA on file before contract performance begins. Insurance carriers shall be required to have an established place of business in California. STA may request a claims report at any time.

- 2.6 Minimum Wage and Benefit Requirement. Contractor must pay vehicle operators a wage of at least \$10.00 per hour with health benefits or \$11.00 per hour without health benefits.
- 2.7 Hours of Service and Log Books. Contractor shall ensure that vehicle operators comply with Title 13, California Code of Regulations, Sections 1212, 1212.5 and 1213 regarding the requirements for log books and hours of service.
- 2.8 Audits. Contractors are subject to financial and operational audits to document and ensure compliance with the provisions of this Scope of Service and the Contract.

### 3.0 VEHICLES

- 3.1 Exclusive Use. Trucks used for FSP must be exclusively dedicated to the FSP program during hours of FSP operation.
- 3.2 Number of Required Vehicles. Contractor shall maintain the number of certified FSP vehicles in Section 8.1 plus the associated number of drivers.
- 3.3 Tow Trucks. Requirements and specifications for tow trucks are as follows:
- A. Flat-bed carriers only
  - B. Body painted white in color
  - C. Model year 2008 or newer (meeting 2007 emissions standards or later)
  - D. Not previously registered prior to the award of contract
  - E. Less than 3,500 miles on the odometer at the start of contract service
  - F. Minimum Gross Vehicle Weight Rating (GVWR) of 21,000 lbs.
  - G. Total weight of the truck, including the load, must fall within the manufacturer's GVWR and not exceed either the front or rear axle weight ratings
  - H. Rear axle minimum weight rating of 15,000 lbs.
  - I. Front axle load must be a minimum of 50 percent of its normal or unladen weight after any load is in place
  - J. Carrier bed shall be new, meaning one that has not been previously used or refurbished. The bed shall be a minimum of 21 feet in length and may be of steel or aluminum construction.
  - K. Equipped at a minimum with the materials identified below:
    - Winch rated at minimum of 8,000 lbs. on first layer of cable
    - Winch cable – 50 feet, 3/8" diameter, 6x9 cable or OEM specification with a working limit of 3,500 lbs.
    - Bed and winch controls on both sides of the vehicle

- 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 with a minimum rating of 2,500 lbs.
- Set of four (4) axle straps
- Set of four (4) tie-down chains
- Motorcycle tie-down straps
- One (1) 20 foot recovery-type chain with hooks on both ends
- One (1) four ton snatch block with hook.
- Vertical push bumper, 22-inch minimum length
- Safety chains with positive locking device, 5-foot minimum length, 5/16" alloy or OEM specification
- Two (2) 4" x 6" x 12" wood blocks
- Two (2) 4" x 4" wooden cross beams, 48" and 60" in length

Any equipment not placed in a storage compartment shall be secured to the truck.

3.4 Service Trucks. Specifications for service trucks are as follows:

- A. Pickup-style truck with standard, extended or crew cab
- B. Painted white in color
- C. Half-ton, three-quarter ton, or one-ton
- D. Model year 2007 or newer
- E. Less than 25,000 miles on the odometer at the start of contract service

3.5 Equipment Requirements for All Trucks. In addition to the equipment identified above specifically for flat-bed tow trucks, all FSP tow trucks and service vehicles must be equipped with the following materials and equipment:

- 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 with extension cord
- External speaker and public address system
- Radios to communicate with 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) with 5½" to 15¼" lifting range
- Heavy duty, 60+ amp battery
- Power outlets ("hot boxes"), front and rear mounted, with outlets compatible with 12 volt booster cables or "Jump-and-Carry" portable battery jump box with 2000 peak amp minimum rating
- Booster cables, 25 feet minimum, 3-gauge copper wire with heavy-duty clamps, one end adapted to truck's power outlet
- Rechargeable air bottle, hoses, fittings, and valve stems with 100 psi capacity or 12 volt on-board air compressor with 75 psi capacity and 50 feet hose
- Unleaded gasoline (5 gallons, less than 60 days old)
- Funnel, multi-purpose, flexible spout
- 5 gallon trash can with lid containing a sealed sack filled with dry sand
- First aid kit (small 5" x 9")
- Fire extinguisher with 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" minimum 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

Above equipment may be new or used in excellent condition subject to CHP approval. 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.

- 3.6 Vehicle Markings and Logos. Markings and logos on all FSP vehicles must conform to the requirements below. It is Contractor's responsibility to ensure that all FSP markings/logos are displayed properly 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.
- A. All FSP trucks 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.
  - B. Beat identification numbers must be displayed at a location approved by the CHP.
  - C. The maximum size of all letters and numbers below the roof is 4 inches in height.
  - D. Any lettering relating FSP must be black in color.

- E. 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 STA or the CHP.

STA 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 STA at the expiration or termination of the contract.

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

### 3.7 Back-Up Trucks.

- A. A back-up truck may be used for when a regular truck is unavailable. Back-up trucks must meet all of the specification and equipment requirements set forth above for regular FSP tow trucks and service trucks and may be substituted for a regular truck without limit. Back-up trucks for temporary use—meaning 60 days or less—must meet the normal specification and equipment requirements except that the age and mileage requirements are waived in lieu of CHP approval of each individual truck on a case-by-case basis on the determination that the temporary back-up truck will be able to maintain high standards of appearance and performance for the FSP program.
- B. A 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 in order to avoid fines. 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 within 45 minutes. Contractor shall not be paid for the 45 minute time period that a contractually required truck is not in service.
- C. Contractor must notify CHP whenever a regular FSP truck is removed from service. Contractor must also notify CHP when a regular FSP vehicle is returned to service.

### 3.8 Vehicle Appearance and Maintenance.

- A. Regular routine maintenance shall be performed on all FSP trucks so as to maintain their mechanical reliability and expected functionality.
- B. All FSP trucks shall be washed regularly as needed to maintain a clean and professional appearance.
- C. Vehicle maintenance and washing shall be the Contractor's responsibility and may only be performed during off-shift hours or on non-working days unless an appropriate back-up truck(s) are deployed.

### 3.9 Truck Inspections.

- A. 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. 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.
- B. 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.
- C. 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.
- D. Any dirty, 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.

## 4.0 COMMUNICATION & TRACKING EQUIPMENT

- 4.1 GPS Tracking. Contractor shall provide for each vehicle an 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 a minimum of fourteen (14) days.
- 4.2 Nextel Direct Connect Phones. Contractor shall provide each vehicle operator a Nextel phone with the Direct Connect® feature in order to communicate directly with CHP field supervisors. Where the Nextel phones can be used to instantly to communicate with contractor's base office, the Nextel phones may be substituted for the radios specified in Section 3.5.
- 4.3 FSP Radios. All FSP trucks shall be equipped with radios provided by STA to enable the operator to communicate with CHP Communications Center. STA or CHP-supplied communications equipment shall be in addition to Contractor's radios. Installation of these radios, including parts and labor, shall be at the Contractor's expense.
- 4.4 Communication Equipment Security. 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 supplied by STA or CHP. 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. STA shall deduct repair fees as well as the full replacement cost of any STA equipment from the contractor's payment for the month in which STA must replace or repair equipment (other than as described above). STA-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.

## 5.0 VEHICLE OPERATORS

- 5.1 Requirements. 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 Freeway Service Patrol Standard Operating Procedures Manual.

- 5.2 Certificates and Reports. 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).
- 5.3 Drug and Alcohol Policy. CHP, Caltrans, and the STA 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.
- 5.4 Initial Training. 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.
- 5.5 Refresher Training. 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.
- 5.6 Notification. 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.
- 5.7 Travel Time. Travel time for the vehicle operator to and from the beat will be at Contractor expense.

- 5.8 Independent Towing. Vehicle 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. Violations may subject the contract agreement to immediate termination.
- 5.9 Tips and Recommendations. 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. Violators may be subject to immediate suspension or termination.

## 6.0 UNIFORMS

- 6.1 Uniforms. Contractor is responsible for providing vehicle operators with specified uniforms, shoes, and other equipment. The equipment includes navy blue jump suits or shirts and pants.
- A. 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.
  - B. 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.
  - C. Shirts or coveralls shall have one or two chest pockets. Single pocket coveralls/shirts shall have the chest pocket placed on the lefeet
  - D. 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.

- E. 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.
- 6.2 Safety Apparel. 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.
- 6.3 ID Card. The driver's FSP identification card must be carried on the driver so that it may be readily produced upon request.
- 6.4 Footwear. All FSP operators shall wear general duty black work boots with protective steel toe.
- 6.5 Cold Weather Clothing. 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.
- 6.6 Rain Gear. 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.
- 6.7 Headwear. 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.
- 6.8 Uniform Costs. All uniform costs, including FSP patches, shall be borne by Contractor.

## 7.0 COMPLIANCE WITH STANDARD OPERATING PROCEDURES

Contractor shall comply with all provisions of the Sacramento Metropolitan Freeway Service Patrol Standard Operating Procedures (SOP) Manual—dated May 2009 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. The SOP is incorporated into this Scope of Service by reference.

## 8.0 SERVICE LOCATIONS AND HOLIDAYS FOR RFB 10-FSP-01

8.1 Beats. 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. Below are the general limits, number of tow or service trucks, and typical hours of operation of the beats that are the subject of the RFB.

Beat	Location	Vehicles	Normal Hours
1	Highway 99/Business 80 between Grant Line Road and Exposition Blvd.	2 tow trucks 1 service truck	Monday through Friday: 6:00am-9:00am 3:00pm-6:30pm
2	Business 80/Interstate 80 between Exposition Blvd. and the Placer County Line	2 tow trucks 1 service truck	Monday through Friday 6:00am-9:00am 3:00pm-6:30pm

At any time during the contract's terms, STA reserves the right to make minor adjustments to the beat specifications to better accommodate demand for 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.

8.2 Holiday Schedule. The following are the days that FSP will not be in operation. The specific dates are for general guidance only. STA reserves the right to make minor adjustments or to add to or delete holidays from the work schedule.

## Non-Service Days for Beats 1 and 2

Beats 1 and 2 shall be in operation every weekday except for the following non-service days:

2010		
December	24-31	Holiday Break

2011		
January	3	New Year's Day
January	17	Martin Luther King Day
February	11	Lincoln's Birthday
February	21	Presidents Day
March	31	Cesar 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 Year's Day
January	16	Martin Luther King Day
February	13	Lincoln's Birthday
February	20	Presidents Day
March	31	Cesar Chavez Day
May	28	Memorial Day
July	4	Independence Day
September	3	Labor Day
October	8	Columbus Day
November	12	Veterans Day
November	22-23	Thanksgiving
December	24-31	Holiday Break

2013		
January	1	New Year's Day
January	21	Martin Luther King Day
February	13	Lincoln's Birthday
February	18	Presidents Day
March	31	Cesar Chavez Day
May	27	Memorial Day
July	4	Independence Day
September	2	Labor Day
October	14	Columbus Day
November	11	Veterans Day
November	28-29	Thanksgiving
December	23-31	Holiday Break

2014		
January	1	New Year's Day
January	20	Martin Luther King Day
February	12	Lincoln's Birthday
February	17	Presidents Day
March	31	Cesar Chavez Day
May	26	Memorial Day
July	4	Independence Day
September	1	Labor Day
October	13	Columbus Day
November	11	Veterans Day
November	27-28	Thanksgiving

## **APPENDIX C — BID SUBMISSION FORMS**

Firms must use all of the following forms to complete and submit their Bids. Additional sheets may not be attached. Additional information not specifically requested on the forms will not be considered. Each firm may submit only one Bid.

- Form 1 — Bid Cover Letter**
  
- Form 2 — Bid Proposal**
  
- Form 3 — Vehicle List**
  
- Form 4 — Performance Guaranty**

Bidders are responsible for carefully considering all aspects and requirements of the RFB in preparing the hourly price proposals in the Bid. Bidders must ensure that all four forms are completed in their entirety and are included in their submittal. Bids must be sealed in an envelope and remain in the Bidder's possession until collected and opened in the presence of all bidders at the Bid due date and time.

**RFB #10-FSP-01 Bid Submission, Form 1 of 4 – Cover Letter**

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

In response to the Request for Bids (RFB) #10-FSP-01 for the Sacramento Metropolitan Freeway Service Patrol, the undersigned hereby declares that he/she has carefully read and examined the RFB documents, including all requirements 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 Contractor agrees to supply the services at the costs indicated in its Bid on Form 2, the Bid Proposal, if it is selected as the contractor within 180 days from the date specified in the RFB for receipt of Bids.

Incorporated herein and made a part of this Bid is Form 2, the Bid Proposal, and Form 3, the Vehicle List, showing the exact vehicles that the Contractor shall use in the performance of the contract.

The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents (leave blank if none):

Addenda No.: \_\_\_\_\_

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

The undersigned certifies that he/she is the Authorized Representative and has examined and is fully familiar with all of the provisions of the RFB 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 RFB; that he/she has satisfied himself/herself with respect to other matters pertaining to the Bid which in any way affect the work or the cost thereof. The undersigned hereby agrees that STA is not responsible for any errors or omissions in these RFB Documents.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title:	
Firm Name and Address:	

**RFB #10-FSP-01 Bid Submission, Form 2 of 4 – Bid Proposal**

The undersigned Contractor agrees to supply the services at the costs indicated below if it is selected as the contractor within 180 days from the date specified in the RFB for receipt of Bids. The Total Per Hour Bid Price for all trucks on all beats shall be the figure used in determining the Lowest Bidder.

Beat 1

Tow Truck Price Per Hour: \$ \_\_\_\_\_

Service Truck Price Per Hour: \$ \_\_\_\_\_

Total Price Per Hour for Beat 1: \$ \_\_\_\_\_

Beat 2

Tow Truck #1 Price Per Hour: \$ \_\_\_\_\_

Tow Truck #2 Price Per Hour: \$ \_\_\_\_\_

Service Truck Price Per Hour: \$ \_\_\_\_\_

Total Price Per Hour for Beat 2: \$ \_\_\_\_\_

**TOTAL PER HOUR  
BID PRICE:**

(Add the total price per hour of  
both beats together)

\$

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title:	
Firm Name and Address:	

**RFB #10-FSP-01 Bid Submission, Form 3 of 4 – Equipment List**

The undersigned Contractor agrees to provide the following for use in the performance of the contract if it is selected as the contractor. **Trucks must meet the minimum requirements listed in the RFB and the Scope of Services or this Bid shall be rendered void.**

**Trucks**

	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Current Mileage</b>	<b>Vehicle ID Number (VIN)</b>	<b>GVWR</b>
<b>Flatbed Tow Truck</b>						
<b>Flatbed Tow Truck</b>						
<b>Flatbed Tow Truck</b>						
<b>Flatbed Tow Truck</b>						
<b>Service Truck</b>						
<b>Service Truck</b>						

**GPS**

Chosen vendor for internet-based Global Positioning System (GPS) vehicle tracking per Section 4.1 of the Scope of Services	
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Print Name and Title:</b>	
<b>Firm Name and Address:</b>	

**RFB #10-FSP-01 Bid Submission, Form 4 of 4 – Performance Guaranty**

A performance guaranty in the form of a one thousand dollar (\$1,000) cashier's check made out to STA is required to accompany each Bid. The check shall include the company name and marked "RFB 10-FSP-01".

Guaranty checks will be returned to unsuccessful bidders within 10 days of a contract pursuant to this RFB being signed and executed.

If the successful bidder is awarded a contract pursuant to this RFB but declines or otherwise fails to execute the contract in good faith, the \$1,000 Performance Guaranty shall be forfeited.

Guaranty checks will be returned to the successful Bidder after the successful completion of the first year of service. In the event the contractor defaults within the first year of service, his or her \$1,000 Performance Guaranty shall be forfeited.

*Attach check below:*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title:	
Firm Name and Address:	

## **APPENDIX D — SAMPLE CONTRACT**

The awarded Contract will be substantially similar to the Sample Contract contained on the following pages.