



***Santa Cruz County Regional Transportation Commission***

***NOTICE***

**Request for Proposals (RFP)  
for Freeway Service Patrol on  
Highways 1 & 17 in Santa Cruz County**

The Santa Cruz County Regional Transportation Commission (RTC) invites interested parties to submit a proposal to provide towing services for the Santa Cruz County Freeway Service Patrol (FSP) on Highways 1 and 17.

**Issue Date: Friday, May 7, 2021**

**Closing Date: 1:00 PST, Wednesday, June 16, 2021**

Interested parties must deliver one (1) unbound reproducible original proposal, two (2) paper copies, (1) electronic PDF version of the proposal saved on a USB flash drive, and one (1) performance guaranty cashier's check by the closing date.

Proposals relating to this RFP shall be submitted to:

**Santa Cruz County Regional Transportation Commission (RTC)**

**Attention: Amanda Marino**

**Mail: 1523 Pacific Avenue, Santa Cruz, CA 95060**

**Electronic: [amarino@sccrtc.org](mailto:amarino@sccrtc.org)**

**Phone: 831-460-3200**

*This notice, along with its enclosures, comprises the Request for Proposals (RFP) for this project. Responses should be submitted in accordance with the instructions set forth in this RFP. Email inquiries relating to this RFP should include "Freeway Service Patrol RFP" in the subject header. The RTC reserves the right to amend the RFP by addendum before the final proposal submittal date. This RFP and addenda will be available at:*

*<http://www.sccrtc.org/about/opportunities/rfp/>.*



Santa Cruz County Regional Transportation Commission  
1523 Pacific Avenue, Santa Cruz, CA 95060

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**DATE:** May 7, 2021

**TO:** Interested Consultants

**FROM:** Guy Preston, Executive Director

**SUBJECT:** *Request for Proposals (RFP) for Freeway Service Patrol*

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### **INVITATION**

The Santa Cruz County Regional Transportation Commission (RTC) invites qualified towing companies to submit a proposal for towing services for the Santa Cruz County Freeway Service Patrol (FSP) on Highways 1 and 17. Please submit three (3) paper copies and one (1) digital copy of your Proposal.

### **REQUEST FOR PROPOSALS**

The RFP is available on the RTC website: [www.sccrtc.org/about/opportunities/rfp/](http://www.sccrtc.org/about/opportunities/rfp/) and at the RTC office.

### **RESPONSE DUE DATE**

Proposals are due in the Santa Cruz County Regional Transportation Commission (SCCRTC) office by 1:00 PM on Wednesday, June 16, 2021. All proposals must be completed and submitted as discussed in Proposal Requirements of the RFP in order to be considered. Any proposals received after the date and time specified above will not be considered.

A submitted proposal shall be considered firm offers to enter into a contract, as described in this RFP for a period of ninety (90) days from the time of submittal.

All proposals must be accompanied by a performance guaranty in the form of a one thousand-dollar (\$1,000) cashier's check made out to SCCRTC SAFE. The cashier's check should indicate the company name and the beat(s) for which it is being submitted. Checks will be returned to unsuccessful Proposers within ten (10) days of their notification of non-selection and to successful Proposers after the successful completion of three months of service.

## **PROCUREMENT SCHEDULE**

Fri. May 7, 2021	RFP available
Wed. June 9, 2021 10:00 AM	Pre-proposal meeting via Zoom
Fri. June 11, 2021 1:00 PM	Requests for Clarification or Questions Due
<b>Wed. June 16, 2021 1:00 PM</b>	<b>Proposals Due</b>
Thurs. June 17 – Fri. June 25, 2021	Proposal Evaluation
Mon. June 28 – Fri. July 2, 2021	Site visits
Thurs. August 5, 2021	RTC Board approves FSP contractor
Wed. April 1, 2022	Contract begins

## **CONTACT**

Responses and inquiries relating to this RFP shall be submitted to:

Santa Cruz County Regional Transportation Commission  
Attn: Amanda Marino, Transportation Planner  
1523 Pacific Avenue, Santa Cruz, CA 95060  
831-460-3200 / Email: [amarino@scrtc.org](mailto:amarino@scrtc.org)

All new Proposers are strongly encouraged to contact the SCCRTC SAFE FSP Program Manager if they have any questions about this RFP, including proposal forms.

Email inquiries relating to this Request for Proposals should include "Freeway Service Patrol RFP" in the subject header.

# REQUEST FOR PROPOSAL FOR FREEWAY SERVICE PATROL ON HIGHWAY 1 & 17

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Form D: Management

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# **REQUEST FOR PROPOSAL FOR FREEWAY SERVICE PATROL ON HIGHWAY 1 & 17**

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## **PROJECT DESCRIPTION**

Freeway Service Patrol (FSP) vehicle operators contracting with the SCCRTC SAFE provide “quick fix” items, e.g., furnishing one gallon of gasoline, changing flat tires, providing a “jump” start, taping or repairing cooling system hoses, refilling radiators or similar minor repairs as well as providing towing needs for minor collisions. If the disabled vehicle cannot be repaired in this manner, it is towed to a CHP-designated drop location. In that case, the motorist can request that the FSP vehicle operator contact the CHP Dispatchers to call a CHP rotational tow, specified tow, or relative or friend to assist them. FSP operators are also responsible for clearing the freeway of automobiles, motorcycles, small trucks (vehicles with a gross weight of only 6,000 pounds or less) and small debris. All FSP services are provided free of charge to motorists.

## **MINIMUM BUSINESS QUALIFICATIONS**

To be eligible to submit a proposal, a firm must have:

1. A valid business license;
2. A local office or proposed staging/parking/satellite location located within 20 minutes driving time (at the speed limit) of interested FSP Beat boundaries; and
3. Three (3) years’ experience in operating a tow service, of which two (2) years must be on rotation with the California Highway Patrol (CHP) or Freeway Service Patrol (FSP); or
4. One (1) year additional highway/freeway experience (law enforcement, auto clubs, etc.) may be substituted for the required two-year CHP/FSP experience;

In addition, at the time of proposal submission, all Proposers must maintain a local office or have identified a proposed staging/parking/satellite location in **Attachment 2 – Proposal Forms** (Form B - Vehicle Information), located within 20 minutes driving time (at the speed limit) of Highway 17 Beat 1 or Highway 1 Beat 2 route limits. The office must be staffed by a person who has the authority to conduct business and make decisions on behalf of the contractor. The office must have space to accommodate one computer workstation dedicated to FSP purposes. If the Proposer intends to use a staging/parking/satellite location, it is not necessary that it be staffed, however, it shall be a secure location with adequate storage space for the FSP truck(s) and minor FSP equipment (i.e., data collection



equipment, flares, sand, etc.). Drivers operating from the staging/parking/satellite location must have the ability to communicate with the main office location at all times.

Proposers may be required to verify these qualifications prior to award of contract.

## **Proposer Responsibility**

Awards shall only be made to Proposers that have been determined by the SCCRTC SAFE to be responsible. "Responsibility" addresses the question of whether a tow contractor is inherently capable of performing the contract. Determination of responsibility takes into consideration a company's history of completing other similar contracts, its trustworthiness, whether it has necessary equipment and facilities or the ability to obtain them, and its financial stability.

All Proposers must submit evidence of financial responsibility. To meet this requirement, each Proposer must submit at least two (2) of the following four items:

1. A reference letter from Contractor's bank;
2. Federal Income Tax Returns from the two most recent years available;
3. Profit/Loss Statement for the two most recent quarters available, and/or
4. Dunn and Bradstreet Report or credit report by a recognized credit reporting service, issued after January 1, 2020.

The financial responsibility information is requested for determining financial responsibility only and will be received as confidential by SCCRTC SAFE. As such, it will not become part of SCCRTC SAFE's public record.

To assist SCCRTC SAFE in assessing the other elements of responsibility, SCCRTC SAFE will contact Proposers' references.

## **Operations Requirements**

The operations requirements pertaining to beat location, schedule, equipment, and operators are set forth in **Attachment 1 – Scope of Work**. By submitting a proposal, each Proposer agrees to perform services in accordance with the detailed tasks as outlined in the scope of work.

## **Insurance**

Each selected Contractor shall be required, at its own expense, to 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:



1. Workers' Compensation insurance as required by the State of California;
2. Employer's Liability of at least \$1,000,000 per accident for bodily injury or disease;
3. Commercial General Liability of at least minimum limit of two million dollars (\$2,000,000) per occurrence, and \$4,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Owned, non-owned and hired automobile liability of at least \$1,000,000 per accident for bodily injury and property damage;
5. On-hook Insurance of at least \$80,000 per accident; and
6. Umbrella insurance in the amount of \$2,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

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

### **Nondiscrimination**

The selected contractor shall comply with all applicable federal, state, and local laws, ordinance, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national, origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations require by law to be included are incorporated herein by this reference.

### **PRE-PROPOSAL CONFERENCE**

A pre-proposal meeting will be held on **Wed. June 9 , 2021 at 10:00 AM** via Zoom for interested tow contractors to meet with SCCRTC SAFE staff and California Highway Patrol FSP Tow Officers and to ask questions about the RFP and the FSP Program. Attendance at the pre-proposal meeting is not required although strongly recommended.

### **QUESTIONS AND REQUESTS FOR CLARIFICATION ON THE RFP**

The RFP and any subsequent information regarding this RFP, including changes made to this document and questions/responses on this RFP, will be posted on the RTC's website: <http://www.sccrtc.org/about/opportunities/rfp/>. It is the sole





responsibility of the respondent to check the website for addenda to the RFP documents. Any questions, requests for clarification or exceptions to RFP requirements must be received by RTC no later than **Wed. June 16, 2021 at 1:00 PM** to guarantee a response.

Interested firms are also encouraged to contact the Project Manager for assistance with **Attachment 2 – Proposal Forms** and may schedule an appointment to receive direction on how to complete Form G – Price Proposal Spreadsheet.

## **SCOPE OF SERVICES, BUDGET AND SCHEDULE**

A detailed description of the services to be provided under this RFP is set forth in **Attachment 1 – Scope of Work**. The SCCRTC SAFE anticipates awarding one 4-year contract for Highway 17 Beat 1 and another 4-year contract for Highway 1 Beat 2 from **April 1, 2022 to June 30, 2025**. Award of contract under this RFP is contingent upon final funding approval. Funding for the FSP Program is subject to annual budget decisions. In the event that funding for this program is not approved for the complete four (4) year period, the SCCRTC SAFE will notify the tow operations sixty (60) days prior to terminating the contract, as stated in **Attachment 3 – Sample Contract**.

## **PROPOSAL REQUIREMENTS**

Proposers must include in their proposal(s) the sections that are described below and contained in **Attachment 2 – Proposal Forms**. Proposals not complying with these provisions may be considered non-responsive.

In keeping with RTC SAFE's resource conservation policy, proposers are asked to print proposals double-sided and are encouraged to use recycled paper with no plastic inserts for all proposals and reports. Covers and binding are not required, however, if provided they should be of recyclable material.

The suggested page limit for proposals is 30 pages not counting attachments. Proposal content and completeness are important.

**The following information must be included in each proposal in the order listed:**

### **A. Proposal Cover Letter (Form A)**

The Proposal Cover Letter includes an acceptance of the Contract contained in **Attachment 3 – Sample Contract**. If a Proposer wishes to request any changes to this Contract, such requests must be included in the proposal



submission or it shall be understood that the Proposer accepts the Contract in its entirety.

**B. Vehicle Information (Form B)**

Each proposal shall include the year, manufacturer, model, current mileage, Gross Vehicle Weight Rating (GVWR), and Vehicle Identification Number (VIN) of each truck that will be used for the project including the back-up truck. If a potential Proposer does not 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. In addition, Proposer's must specify whether the trucks will be operating from the main office or the staging/parking/satellite location.

All trucks must be ready at the start of the contract. Contractors must notify SCCRTC SAFE immediately if any of the trucks are late. SCCRTC SAFE may allow the temporary use of approved old FSP trucks if the new ones are not ready at the contract start date. Contractors will be paid at 10% off of the new rate for the beat until the new trucks are available for use. If one truck is late, including a back-up truck, all trucks serving that beat will be paid at this lower rate.

**C. Experience (Form C)**

Each proposal shall describe the Proposer's experience in sufficient detail to demonstrate the contractor's satisfaction of the minimum business qualifications set forth in **Contractor Requirements** of this RFP.

**D. Management (Form D)**

Each proposal shall describe the Proposer's management ability including, but not limited to, the ability to manage the company, to maintain accurate and professional accounting records, and the ability to manage employees, standards of professor, training and maintenance activities.

**E. Financial Responsibility (Form E)**

One copy of documentation relating to the Proposer's financial responsibility shall be provided. This information shall be packaged separately. It is not necessary to include copies of financial information with each copy of the proposal. This information will be received as confidential.

**F. Price Proposal Spreadsheet Line Item Description (Form F)**

Each proposal shall include a detailed description of the items that are included in each category of the Price Proposal Spreadsheet. This description



shall include all expenses requested in each category of Form F. Proposers are responsible for adhering to the stated costs in the price proposal spreadsheet. Failure to provide for certain items as listed may result in a lowering of the contractor's hourly rate, and, depending upon the severity of the deviation, may result in the cancellation of the contract. SCCRTC SAFE reserves the right, through the audit clause in its contract, to confirm a tow contractor's compliance with all items listed in the price proposal spreadsheet.

### **G. Price Proposal Spreadsheet (Form G)**

Each proposal shall include, in addition to the hourly rate, a detailed breakdown of costs. The detailed breakdown of costs will not be designated as confidential and will become part of SCCRTC SAFE's public records.

The SCCRTC has set the tow fuel price included in the Price Proposal Spreadsheet (Line 4a) at **\$3.63 per gallon**. (\$3.63 per gallon is the average price of diesel fuel as calculated for the Santa Cruz Area between November 2019 thru October 2020.) However, the tow fuel price will be variable during the contract period. Changes in the tow fuel price will directly impact the monthly hourly FSP rate. The monthly hourly rate will be determined by inserting the monthly average tow fuel price for the region into the Price Proposal Spreadsheet, incorporated into the contract as the Price Breakdown, and recalculating Line 18. **See Attachment 3 – Sample Contract and Attachment 4 – Sample Monthly Hourly Rate Calculation.**

As stated above, proposers are responsible for adhering to the stated costs in the price proposal spreadsheet, with exception of the tow fuel price.

In order to simplify the cost calculations, an electronic copy of the Price Proposal Spreadsheet is available to download on the RTC website (<http://sccrtc.org/about/opportunities/rfp/>). It is strongly recommended that Proposers use the blank spreadsheet when preparing their cost calculations. If a Proposer would rather use its own version of a price spreadsheet, then it must contain the exact same categories and provide the same qualitative and quantitative information as contained in the Price Proposal Spreadsheet.

### **H. Price Proposal (Form H)**

Each proposal shall include an hourly rate for operating the required number of FSP vehicles and drivers for the beat's hours of operation as well as for furnishing all labor, materials, tools, fuel (operating as well as for motorists), equipment, operating costs, insurance, overhead, Internet access, postage fees and incidentals as required in **Attachment 2 – Proposals Forms**



(Form F – Price Proposal Spreadsheet Line Item Description; Form G – Price Proposal Spreadsheet). Office to office communication between the FSP Partners and the Proposers will be conducted via e-mail, thus Proposers must have Internet access as well as be able to run Microsoft Office 2003 in order to send and receive compatible documents. The hourly rate shall also include costs associated with operators' attendance at the mandatory training classes and meetings required in this RFP and the required pre-operation vehicle inspections. The hourly rate furnished by the tow operator in the Form H will be the basis for calculating the variable hourly rate (see **Attachment 4 – Sample Monthly Hourly Rate Calculation** as an example).

#### **I. Contractor's Reference Form (Form I)**

Each Proposer shall submit three (3) references from individuals, companies, law enforcement agencies, service clubs, public agencies, etc., who are knowledgeable of the Proposer's experience and capabilities with regard to towing services. Proposers are encouraged to include references from public agencies and/or other clients for whom they have performed services similar to those described in this RFP. References from relatives and/or current FSP Staff will not be accepted. The submitted reference information shall be complete and current. References, for which incomplete and/or inaccurate contact information is provided, will count against the proposer during the proposal evaluation process.

#### **J. California Levine Act Statement (Form J)**

State law requires Proposers to disclose campaign contributions to any SCCRTC SAFE Commissioner exceeding \$250. All Proposers are required to complete the Levine Act Statement.

#### **K. Performance Guaranty**

All proposals must be accompanied by a performance guaranty in the form of a one thousand-dollar (\$1,000) cashier's check made out to SCCRTC SAFE. Each check should include the company name and the number of the beat for which the performance guaranty is being submitted. Guaranty checks will be returned to unsuccessful Proposers within ten (10) days of their notification of non-selection. If an existing Contractor defaults within the first three (3) months of service, his or her \$1,000 Performance Guaranty will be forfeited.

## **EVALUATION AND AWARD**

RTC SAFE staff will conduct an initial review of the proposals for adherence to the minimum qualifications and inclusion of the items requested in this RFP. Proposers



failing to meet the minimum qualifications may not be considered. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation criteria listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in the Proposal Requirements above may be considered complete and generally responsive, if evaluation in every criterion area is possible.

## **Evaluation Criteria**

Proposals from Proposers who meet the minimum requirements set out in Contractor Requirements of this RFP will be evaluated by a panel of staff representatives from SCCRTC SAFE, Caltrans, and CHP. Evaluation will be based on the following criteria:

**1. Price.** Total price for the proposed tow service, as noted on Line 18 of the Price Proposal Spreadsheet contained in **Attachment 2 - Proposal Forms** (Form G – Price Proposal Spreadsheet)

**2. Management.** The ability to successfully and professionally manage the business including:

- demonstrated ability to manage company operations;
- ability to maintain accurate and professional accounting records/bookkeeping;
- ability to maintain high levels of customer and employee satisfaction;
- record of maintaining professional standards of performance, safety and appearance;
- quality of personnel;
- record of consistent routine maintenance of vehicles and equipment;
- and quality of proposal.

In addition, years in operation, current size (number of trucks) and if applicable, number of years in the FSP program as well as on the CHP Rotation will be used as factors to consider a contractor's business ability to handle multiple beats. Incumbent tow contractors will be evaluated according to their existing level of performance within the program. Information obtained from the site visits described below may also be used to evaluate management.

**3. Quality of Tow Service.** The FSP program sets high standards for its tow contractors and operators. The Evaluation Committee will evaluate whether the tow contractor has demonstrated the ability to provide the level of service that is required in the FSP Operator's Manual. Incumbent tow contractors will be rated according to their existing level of performance within the program, including adherence to the FSP Operator's Manual and prior contracts. In addition, references



will be contacted to confirm the Evaluation Committee's findings. For tow contractors not currently in the FSP Program, an extensive reference check will be conducted to determine the quality of service that can be expected. Thus, it is essential that the contact information provided for each reference is complete and current. References with incomplete and/or inaccurate contact information will not be considered during the evaluation process. SCCRTC SAFE reserves the right to check references obtained from any source. Information obtained from the site visits described below may also be used to evaluate quality.

## **Site Visits/Proposer Discussions**

Site visits will be conducted at both the Proposer's office and staging/ parking/ satellite locations, if applicable. Site visits at the office location will consist of an interview and inspection of the Proposer's office and/or tow yard. The proposed staging/ parking/ satellite location will be inspected for conformance with the minimum requirements as described in **Contractor Requirements**.

The site visits will be conducted by an evaluation panel consisting of representatives from each of the partner agencies (SCCRTC SAFE, CHP and Caltrans). Site visits will be scheduled with Proposers no later than one week prior to the visit. The site visit will include an on-site interview and an inspection of the facilities and equipment. The purpose of the site inspection is to permit evaluators to secure information, not available in the proposals, to enable the panel to evaluate the operator's ability to manage the business and ability to operate tow service according to FSP needs and standards. The site visit will also provide the Partners with the opportunity to discuss the price proposal spreadsheet and all non-allowable costs with the Proposer. This information is relevant to Evaluation Criteria [2] Management and [3] Quality of Tow Service.

Specifically, the site visit will be focused on the following three (3) components:

- 1. On-Site Interviews.** On-site interviews will be conducted at the Proposer's office location. The owner or manager will be:
  - questioned on knowledge of the FSP program;
  - contractor's facilities and equipment;
  - management;
  - office/field operations; and
  - any other factors deemed appropriate by the evaluation team.

Office personnel will be evaluated in terms of:

- effective dispatching;
- filing/record keeping; and
- general organization, including familiarity with the required computer



operations.

An assessment will be made on capabilities required to initiate service for the FSP program.

**2. Facilities & Equipment.** The site inspection team will inspect the Proposer’s facilities and equipment including:

- quality and maintenance of existing tow trucks;
- facility space and security;
- upkeep, arrangement of equipment;
- maintenance and repair facilities.

If applicable, the proposed staging/ parking/ satellite location will be inspected for conformance with the minimum staging/ parking/ satellite location requirements as described in **Contractor Requirements**.

**3. Office Organization.** The site inspection team will inspect the Proposer’s office organization including:

- staffing,
- filing system;
- record keeping (including insurance, current vehicle registrations, etc.);
- dispatch and information keeping systems; and
- overall environment and upkeep.

This component does not apply to satellite locations.

During site visits, evaluation panel members on the site inspection team will also notify the Proposers of specific miscalculations and/or concerns, if any, arising out of their price proposal spreadsheet.

### **Price Proposal Spreadsheet Discrepancies**

Following the site visits, SCCRTC SAFE may give Proposers the opportunity to revise their price proposal spreadsheets to address the concerns raised during the site visit. Proposers will be given five business days to correct any deficiencies. Upon receipt of the revised price proposal spreadsheet, if necessary, the evaluation panel will conduct a final evaluation, taking into consideration the site visit reviews, reference checks, and the revised price proposal.

### **CONTRACTOR SELECTION TIMETABLE**

Fri. May 7, 2021	RFP available
Wed. June 9 , 2021 10:00 AM	Pre-proposal meeting via Zoom



Fri. June 11, 2021 1:00 PM	Requests for Clarification or Questions Due
Wed. June 16, 2021 1:00 PM	Proposals Due
Thurs. June 17 – Fri. June 25, 2021	Proposal Evaluation
Mon. June 28 – Fri. July 2, 2021	Site visits
Thurs. August 5, 2021	RTC Board approves FSP contractor
Wed. April 1, 2022	Contract begins

## **GENERAL CONDITIONS**

Before making any consultant selection, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all proposals), all materials submitted by Proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*) unless exempt. In addition, selected tow contractors will be required to sign a contract with the SCCRTC SAFE substantially identical to the enclosed contract, **Attachment 3 – Sample Contract** to this RFP. The terms and conditions of this RFP and of the FSP Operator’s Manual are incorporated by reference into the SCCRTC SAFE - Operator Contract.

If awarded a contract, a company shall have ninety (90) days, from the date of the notification of award of contract, to acquire the required equipment, have it inspected, hire and train drivers and be ready to operate. Submission of a proposal shall be deemed to be a promise to meet the 90-day operational requirement.

### **Examination of RFP Documents**

Each 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 the proposal, or the performance of the work in the event the Proposer is selected. Failure of the Proposer to so examine and inform itself shall be at its sole risk and no relief for error or omission will be given.

### **Interpretation of RFP Documents**

Proposers may request of the SCCRTC SAFE in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Where such interpretation or clarification requires a change in the RFP, the SCCRTC SAFE will issue an Addendum. Proposers shall acknowledge receipt of any and all Addenda in their Proposal Cover Letter contained in **Attachment 2 – Proposal Forms** (Form





A). The SCCRTC SAFE shall not be bound by and Proposers shall not rely on any oral interpretation or clarification of the RFP Documents.

### **Preparation of Proposal**

All the forms included in **Attachment 2 – Proposal Forms** (Forms A through J) shall be completed and submitted for each beat under consideration by Proposer . The RFP will be made available online at <http://sccrtc.org/about/opportunities/rfp/> to allow bidders to print the required forms, complete, sign and submit to SCCRTC SAFE by the proposal due date. All proposals shall be prepared by and at the expense of the Proposer.

### **Modified or Conditional Proposals**

Proposers shall submit proposal(s) in conformity with the requirements of the RFP Documents. The proposal(s) shall be complete in itself and shall be submitted within a sealed envelope in accordance with section **Submission of Proposal/ Period of Acceptance** described below. Oral, telegraphic or telephonic proposals or modifications will not be considered.

### **Signing of Proposal/Authorization to Negotiate**

Each proposal submitted by a Proposer shall be executed by the Proposer or by its authorized representative. In addition, the Proposer must identify those persons authorized to negotiate on its behalf with the SCCRTC SAFE in connection with this RFP.

### **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 and delivered to the place stipulated in the RFP for receipt of proposals prior to the date and time for submittal of proposals.

### **Submission of Proposal/Period of Acceptance**

Each proposal submitted by a Proposer must be delivered to the SCCRTC SAFE at 1523 Pacific Avenue, Santa Cruz, CA 95060 **no later than 1:00 pm, Pacific Standard Time Wednesday, June 16, 2021**. It is the Proposer's sole responsibility to see that its proposal is received as stipulated. In compliance with this RFP the Proposer agrees, if its proposal is accepted within 180 days from the date specified in the RFP for receipt of proposals, to provide the services at the price stipulated in its price proposal with adjustments only to accommodate changes in the average monthly diesel fuel price as defined in **Attachment 3 – Sample Contract**.

### **Award of Contract**



A sample of the Contract to be utilized is contained in **Attachment 3 – Sample Contract**. SCCRTC SAFE reserves the right to make changes in the Contract that do not affect the cost to the Contractor providing the agreed upon service.

### **SCCRTC SAFE Rights**

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

1. Reject any or all of the proposals.
2. Cancel the RFP.
3. Issue addenda to the RFP.
4. Seek the assistance of outside technical experts in proposal evaluation.
5. Negotiate with any, all, or none of the respondents to the RFP.
6. Solicit best and final offers from all or some of the Proposers.
7. Accept other than the lowest offer.
8. Waive minor informalities and irregularities in proposals.
9. Directly award a contract if no bids are received for a beat.

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

### **Selection Disputes**

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that SCCRTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the FSP Project Manager a written explanation of the basis for the protest:

1. no later than five (5) working days prior to the date proposals are due, for objections to RFP provisions, or in the case of an addendum issued during that five-day period, five (5) working days after such addendum;
2. no later than three (3) working days after the date the proposer is notified that it was found to be non-responsive; or
3. no later than five (5) working days after the date on which the contract award is authorized by the SCCRTC SAFE or the date the Proposer is notified that the contract award has been authorized, whichever is later, for objections to consultant selection. A determination by the Project Manager



not to evaluate a proposal may also be protested within five (5) working days of notification.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the SCCRTC SAFE authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the SCCRTC SAFE review officer to recommend a resolution to the SCCRTC SAFE Executive Director. The SCCRTC SAFE Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor by SCCRTC SAFE shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the SCCRTC SAFE, no later than five (5) working days after receipt of the written response from the Executive Director. The SCCRTC SAFE's decision will be the final agency decision



**ATTACHMENT 1 - SCOPE OF WORK**

## 1 GENERAL DESCRIPTION

The Santa Cruz County Regional Transportation Commission Service Authority for Freeway Emergencies (SCCRTC SAFE requires towing services for the Freeway Service Patrol (FSP). The FSP Program is managed by a partnership with the SCCRTC SAFE, the California Department of Transportation (Caltrans), and the California Highway Patrol (CHP).

The purpose of the FSP program is to provide for the rapid removal of disabled vehicles and debris and those vehicles involved in minor accidents from the freeway during designated service hours. The FSP vehicle operators contracting with the SCCRTC SAFE provide "quick fix" items, e.g., furnishing one gallon of gasoline, changing flat tires, providing a "jump" start, taping or repairing cooling system hoses, refilling radiators or similar minor repairs. If the disabled vehicle cannot be repaired in this manner, it is towed to a CHP-designated drop location. In that case, the motorist can request that the FSP vehicle operator contact the CHP Dispatchers to call a CHP rotational tow, specified tow, or relative or friend to assist them.

FSP operators are also responsible for clearing the freeway of automobiles, motorcycles, small trucks (vehicles with a gross weight of only 6,000 pounds or less) and small debris. **All FSP services are provided free of charge to motorists.**

The Freeway Service Patrol operates on selected roadway segments referred to as beats. As shown in **Attachment 1-A**, Beat 1 operates on Highway 17 from Mt. Hermon Rd to Summit Rd and Beat 2 operates from the Highway 1/Highway 9 intersection to Highway 1 – State Park Drive exit. The beats have specific turnaround locations and designated drop locations identified by the CHP. At any time during the contract's term, the SCCRTC SAFE 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 contract amendments. If warranted, the contractor may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat. In addition, the SCCRTC SAFE reserves the right to modify both Beat 1 and Beat 2 Service Schedules.

The proposed **Highway 17 Beat 1** Service Schedule is as follows:

- Monday – Friday, 6:30am – 9:30am and 3:30pm – 6:30pm
- Sunday, 1:00pm – 7:00pm
- Saturdays during Spring Break, Summer, and Thanksgiving Weekend, 1:00pm – 7:00pm
- No service is proposed for the following holidays:
  - New Year's Day
  - Thanksgiving Day

- Day After Thanksgiving
- Christmas Day
- The Highway 17 Beat 1 Holiday and Weekend schedule is shown in [Attachment 1-B](#)
- The term of the proposed contract is **April 1, 2022 to June 30, 2025**
- The proposed total contract hours are **6,324**

The proposed **Highway 1 Beat 2** Service Schedule is as follows:

- Monday – Friday, 6:00am – 9:00am and 3:30pm – 6:30pm
- Weekends during Spring Break, Summer, and Thanksgiving Weekend, 1:00pm – 7:00pm
- No service is proposed for the following holidays:
  - New Year’s Day
  - Veterans Day
  - Martin Luther King Day
  - Thanksgiving Day
  - President’s Day
  - Day After Thanksgiving
  - Columbus Day
  - Christmas Day
- The Highway 1 Beat 2 Holiday and Weekend schedule is shown in [Attachment 1-C](#)
- The term of the proposed contract is **April 1, 2022 to June 30, 2025**
- The proposed total contract hours are **6,066**

The Santa Cruz Beat 1 and Beat 2 Service Schedules and proposed total contract hours may be modified by SCCRTC SAFE. A monthly calendar will be provided by SCCRTC SAFE to the Contractor every six months and posted on the SCCRTC website (<http://sccrtc.org/services/motorist/>).

FSP vehicles will continuously patrol their assigned beat. **Tow vehicles are dedicated exclusively to the service during the hours of operation.** All maintenance activities are to be conducted during non-service hours.

The guidelines and policies of the FSP program are set forth in the FSP Operator’s Manual, which is incorporated into the contract with the SCCRTC SAFE. **In the event of a discrepancy between this RFP and the FSP Operator’s Manual, the more stringent provision with respect to Contractor performance shall apply.**

Any of the three partner agencies, Caltrans, SCCRTC SAFE, and the CHP, may dispatch an FSP vehicle to incident locations within and beyond the vehicle's patrol limits when necessary. In addition, there may be some instances where service patrol operators may be requested to lend assistance to peace officers. FSP operators are required to follow the instructions of the peace officer at the scene of any incident by either adding or deleting weekend days, holidays and hours to or from the work schedule.

The drivers are trained on how to patrol the beat prior to starting up the service. Operators may spend approximately 10-minutes per disablement in attempting to mobilize a vehicle. If a vehicle cannot be mobilized within the 10-minute time limit, it should be towed to a designated drop location identified by the CHP. No other drop locations are permitted.

**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.**

Service patrol operators are not allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. All public complaints are investigated by the CHP.

Travel time to the beat is at the expense of the contractor.

## **2 TOW TRUCK EQUIPMENT**

### **2.1 Tow Trucks**

The Contractor is required to provide one tow truck per beat. The truck will be operated during Freeway Service Patrol hours and will exclusively dedicated to FSP during its hours of operation. In addition, the Contractor should make available an existing vehicle within their fleet that is less than five years old, as an FSP back-up truck or arrange to use another company's pre-approved back-up truck. The back-up vehicle would provide FSP service in the event that the scheduled service tow truck is unable to operate during Freeway Service Patrol hours.

The FSP will utilize at a minimum, Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP program, with the exception of backup trucks, shall have less than 25,000 miles on the cab and chassis, not previously registered (before the award of this contract), and model year shall be 2015 or newer. Back-up trucks proposed for use in the FSP program shall be less than five (5) years old. Other equipment on the truck does not have to be new but shall be in excellent condition and is subject to the approval of the CHP.

#### **2.1.1 Wheel Lift Tow Trucks**

The tow trucks must meet the following criteria which are used to determine the safe towing limits for a truck:

- 1) The total weight of the truck, including the lifted load, must fall within the manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR, RAWR).
- 2) The truck must meet all applicable standards.
- 3) For proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

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

- Easy or Wheel lift, with a minimum lift rating of 3,000 pounds
- Proper safety straps
- Boom with a minimum static rating of 5,000 pounds
- Boom controls on both left and right side of truck
- Winch – 8,000 pound rating on the first layer of cable
- Trailer hitch capable of handling a 1 & 7/8-inch or 2 inch ball
- Motorcycle transporting capability



- Winch Cable – 100 ft., 3/8-inch diameter, with a working limit of 3,500 pounds.
- Tow chains 5/16-inch alloy or OEM specs., J.T. hook assembly
- Tail lights, brake lights, portable remote with extension cord (1 set)
- Dolly, portable for removing otherwise untowable vehicles (1)
- Safety chains minimum of 5 ft. in length 5/19 alloy(2)
- Rubber face push bumper (as referenced in this Scope of Work)
- Four ton snatch block with hook (1)
- Twenty foot recovery chain with hooks on both ends (1)
- 4" x 6" x 12" wood blocks (2)
- 4" x 4" x 48" wooden cross beam (1)
- 4" x 4" x 60" wooden cross beam (1)

### **2.1.2 Flatbed Trucks**

Flatbed trucks are permitted for providing FSP on Highway 1 Beat 2 only. The flatbed trucks utilized for the FSP must meet the following criteria which have been determined to be minimum requirements to provide safe limits for the trucks:

- 1) The total weight of the truck, including the load, must fall within the manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR, RAWR).
- 2) The truck must meet all applicable standards.
- 3) For proper steering and braking, the front axle load must be a minimum of 50% of its normal or unladen weight after any load is in place.
- 4) Each flatbed truck is required to display an additional 20" x 20" FSP sign. The sign shall be adhered to the exterior back of the cab, directly below the window.

Each flatbed truck shall be equipped, at a minimum, as follows:

- The vehicle shall have a minimum GVWR of 21,000 pounds.
- The rear axle on the truck shall have a minimum rating of 15,000 pounds.
- The flatbed shall be made of steel (aluminum is not acceptable).
- The flatbed shall have a minimum length of 21 feet.
- The flatbed shall be equipped with a winch rated at minimum 8,000 pounds on first layer of cable.
- Winch cable: Minimum 50 feet, 3/8 inch diameter, with working limit of 3,500 pounds.
- The truck shall be equipped with a remote control to activate the winch. This control may be via a plug in lanyard line. The control must permit an

operator the ability to control the winch while steering the vehicle being loaded.

- The flatbed shall be equipped with bed and winch controls on both sides of the vehicle.
- The flatbed shall be equipped with a minimum of eight (8) tie down locations: one near each corner of the bed and two more distributed along each side of the bed between the corner locations. The tie down locations must be capable of mounting a snatch block.
- The truck shall be equipped with a wheel lift rated at a minimum of 2,500 pounds.
- The truck shall be equipped with a rubber face push bumper.
- Trailer hitch capable of handling 1 7/8 inch and 2 inch balls.
- Set of four (4) axle straps.
- Set of four (4) tie down chains.
- Motorcycle transporting capabilities (tie down straps)
- Tail lights, brake lights, portable remote with extension cord.
- Four (4) safety chains (minimum 5 feet each) 5/16 alloy
- One (1) 20 foot chain with hooks both ends (recovery type chain)
- One (1) four ton snatch block with hook
- Two (2) 4" x 6" x 12" wood blocks
- Booster cables capable of reaching passenger vehicle parked to the rear of forward of the service vehicle.

## **2.2 Tools and Supplies**

Each FSP truck will be required to have a toolbox with the following minimum number of tools/supplies. The list may be supplemented at the Contractor's option and expense. All equipment stored on top of the truck shall be secured to the truck.

- Unleaded gasoline (5 gallons)
- First aid kit (small 5" x 9") (1)
- Fire extinguisher aggregate rating of at least 4-B, C units (1)
- Pry bar – 36" or longer (1)
- Radiator water (5 gallons)
- 24 inch wide street broom (in good condition) (1)
- Square point shovel (1)
- Fuses (highway flares), 15 minutes (36)
- 28 inch blaze orange traffic cones (labeled "FSP") (6)
- Four way lug wrench (1 std.) (1)
- Four way lug wrench (1 metric) (1)
- REQUIRED IF FEASIBLE FOR TRUCK MAKE/MODEL: Built-in air compressor, 3/8" diameter, quick coupler 50 ft. hose, 90 min. – 130 max. psi. All other vehicles must have a rechargeable air bottle, hoses, and fittings to fit tire

valve stems with 100 psi capacity or truck mounted compressor or 12 volt compressor with 75 pound capability and ability to reach a passenger vehicles four mounted tires (includes pickup) parked to the rear or to the front of the service vehicle.

- Flashlight (3 D cell or larger) and spare batteries (1)
- Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
- Funnel, multi-purpose, flexible spout (1)
- 5-gallon can with lid, filled with sand (1)
- Trashcan with lid (5 gallon) (1)
- Lock out set (1)
- Mounted spotlight capable of directing a beam both front and rear.
- Lightbar system with amber warning lights with front and rear directional flashing capability, with on-off switch in cab. The directional light bar should be capable of displaying at least four (4) different patterns including right, left, split (center to outwards), and warning/flash, similar to Federal Signal Master Model SML8.
- External speaker and public address system.
- Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12 volt booster cables.
- Heavy duty, 60+ amp battery.
- Radios with the ability to communicate with the contractor's base office.
- Programmable scanners capable of scanning between the 42 and 47.24 frequencies used by both Caltrans and the CHP.
- Suitable cab lighting.
- Rear work lights.
- Hydraulic jack, 2 ton, trolley jack, lifting range 5 ½" to 15 ¼" (1)
- Tool Kit including:
  - Screwdrivers- Standard-1/8", 3/16", ¼", 5/16", (1 each, min.)
  - Phillips head - #1 and #2 (1 each, min.)
  - Needle nose pliers (1)
  - Adjustable rib joint pliers, 2" min. capacity (1)
  - Crescent wrench - 8" (1)
  - Crescent wrench - 12" (1)
  - 4 lb. hammer (1)
  - Rubber mallet (1)
  - Electrical tape, roll (1)
  - Duct tape, 20 yard roll (1)
  - Tire pressure gauge (1)
  - Mechanic's wire (roll) (1)
  - Bolt cutters (1)

### **2.3 Push Bumper**

All trucks are required to comply with the "Push Policy" described in the FSP Operator's Manual. Proficiency testing will include a "pushing" component. All vehicles should be equipped with Setina and/or a similar model of push bumpers. All mounted push bumpers should comply to the following specifications:

- 16" model or larger
- Rugged one-piece main structure made of 3/8" x 2 1/2" aluminum or steel
- 1/4" x 2 1/2" steel mounting brackets
- 1/4" x 1 1/2" x 1 1/2" cross support brace
- Replaceable 3/4" x 2 1/2" x 12" or 3/4" x 2 1/2" x 16" molded hard rubber push pads
- Black powder coat paint

### **2.4 Inspections**

Prior to commencement of service, the CHP shall inspect each vehicle designated for the FSP, including back-up trucks, to ensure that it meets the vehicle specifications and equipment requirements and to ensure that it meets or exceeds safety requirements. These inspections shall occur one week prior to the start of service. Succeeding inspections will occur periodically. Locations of truck inspections will be designated by the CHP. Any unsafe or poorly maintained vehicle(s) or improperly equipped vehicle(s) shall be removed from service or repaired as directed and the Contractor shall be fined, at a minimum, one-half truck hour at double the Contractor's hourly rate. Documentation of the vehicle identification number and successful completion of the inspection shall be kept on file at the CHP offices in Aptos and Contractor's base office.

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

Contractors are responsible for paying operators for the fifteen (15) minutes prior to the start of the shift during which the pre-operation vehicle inspections take place. SCCRTC SAFE reserves the right, through the audit clause in its contract, to confirm a tow contractor's compliance with this requirement.

### **2.5 Truck Color, Lettering/Markings and Rooftop Letters**

FSP vehicles bearing the service patrol's logo and vehicle identification number shall be painted white. All lettering on the truck shall be in blocked bold form in solid black only and parallel to the ground. Shading or lettering in any other color is

prohibited. Letter size shall be no smaller than two (2) inches by (2) inches and no larger than four (4) inches by four (4) inches. Letters shall be placed on the lower body of the truck toward the cab only. With the exception of the rooftop letters (see the following paragraph), lettering or markings displayed anywhere else is prohibited (i.e., the boom, hood, door, etc.) and will be required to be removed at the Contractor's expense. The intent of these specifications is to maintain a uniform appearance throughout the FSP vehicle fleet.

The Contractor is required to purchase appropriate number of vehicle rooftop letters for his/her beat. Contractors shall place rooftop letters on the roof of all trucks. FSP markings as well as vehicle numbers shall be required on both sides of all trucks. If a rooftop letter or marking is lost or damaged, the contractor shall be responsible for the cost of the replacement.

FSP service vehicles must display Carrier Identification Numbers ("CA Numbers") on both sides of the vehicle. These numbers may be obtained by contacting the California Highway Patrol Motor Carrier Unit at 707-648-4180. There is no fee for obtaining this number. The numbers must be in sharp contrast to the background, and be of a size, shape, and color that is readily legible during daylight hours from a distance of 50 feet.

Additionally, all FSP contractors must apply for a Motor Carriers of Property Permit. These permits are issued by the Department of Motor Vehicles. Applications may be obtained by calling 916-657-8153. You will not be able to obtain this permit at the local DMV office. There are fees associated with this permit.

## **2.6 FSP Signage**

All trucks are required to display two magnetic signs during the FSP hours of operation. One sign, displaying the "FSP" logo, should be placed on both sides of the tow truck. The SCCRTC SAFE will supply each contractor with the appropriate number of detachable magnetic signs when the contract is initiated. If a sign is lost or damaged, the contractor shall be responsible for the cost of the replacement. The operator shall be required to keep signs clean and in readable condition throughout the service patrol's operation.

For those vehicles in which magnetic signs will not adhere, SCCRTC SAFE will supply contractors with two (2) sign brackets per vehicle. These brackets should be mounted to each side of the tow truck for the purpose of displaying the FSP magnetic signage. It is the Contractor's responsibility to have all sign brackets mounted on vehicles, as well as, to ensure that the FSP magnetic signs are displayed during FSP service hours and immediately removed upon the completion of each shift.

All FSP signs and brackets shall be returned at the termination of the contract. The cost of any SCCRTC SAFE and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

## **2.7 Substitution of Trucks Prohibited**

If the cost of a specified vehicle make and model is included in the proposal and the actual purchase price of the vehicle is less than that of the cost included in **Attachment 2 – Proposal Forms** (Form G – Price Proposal Spreadsheet), the contractor's hourly rate will be adjusted down based on the actual purchase price of the vehicle. Thus, contractors will be required to provide the FSP Project Manager with documentation verifying the purchase price of the vehicle.

The shifting or substitution of a vehicle, not included in the proposal for the beat, is prohibited. The only exception to this requirement is in the case of damaged and/or malfunctioning vehicles. If a truck is unable to provide service on its designated beat, as a result of mechanical problems and/or damage, a back-up truck must be used to replace the out of service vehicle.

In addition, if a Proposer lists a new truck with finance charges in the price proposal, then a new truck must be purchased for that beat. Existing contractors may not list back-up trucks on existing beats as new trucks in their price proposal. A truck previously used for FSP purposes must be listed at its current market value with no finance charges.

SCCRTC SAFE reserves the right to cancel the contract at no cost to SCCRTC SAFE if the Contractor purchases a tow vehicle different in make, model, and cost from what is included in the proposal.

## **2.8 On-Time Delivery of Trucks**

All trucks must be ordered no later than three (3) days after the contract is signed and all trucks must be ready at the start of the contract. Contractors must notify SCCRTC SAFE immediately if any of the trucks are late. SCCRTC SAFE may allow the temporary use of approved old FSP trucks if the new ones are not ready at the contract start date. Contractors will be paid at 10% off of the new rate for the beat until the new trucks are available for use. If one truck is late, including a back-up truck, all trucks serving that beat will be paid at this lower rate. Under no circumstance should any truck be delivered over 30 days past the contract start date. SCCRTC SAFE reserves the right to cancel the contract should any truck be delivered over 30 days late. Records must be kept regarding the ordering/purchasing of the vehicles, with the appropriate date and time stamps included.

### **3 COMMUNICATION EQUIPMENT**

#### **3.1 Cell Phones**

The SCCRTC SAFE will supply cell phones to FSP Drivers. FSP cell phones may not be used by contractor during non-FSP hours of operation and are to be used for FSP related business only. The SCCRTC SAFE-supplied cell phones shall be in addition to the Contractor's radios. The CHP will dispatch the trucks.

If a tow truck driver is unable to understand a motorist of a disabled vehicle or any passengers, foreign language assistance is provided by the CHP linguistic service accessed through the call boxes. The FSP driver-introduction card (in four languages) may also be offered.

#### **3.2 Scanners**

Programmable scanners capable of scanning CHP frequencies used by both Caltrans and CHP shall also be supplied by the contractor and shall be installed in all vehicles. All vehicles, including back-up trucks, shall be equipped with radios to enable the operator to communicate with his/her base office. The scanners and radios shall be supplied by the Contractor.

#### **3.3 External Speaker**

The service patrol vehicles (including back-up trucks) will be equipped with an external speaker and public address system. The speaker and address system will have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the service patrol vehicle is adjacent to the rear of the disabled vehicle.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment and is liable for any damage to the equipment, other than normal wear and tear, occurring while in the care, custody and control of the operator. SCCRTC SAFE may deduct the repair costs, or if the equipment cannot be repaired, the full replacement cost of any SCCRTC SAFE communications equipment damaged or destroyed while in Contractor's custody and control, from the Contractor's monthly payment for the month in which SCCRTC SAFE must replace or repair equipment. The SCCRTC SAFE-supplied vehicle equipment shall be returned in full working condition upon contract termination. The replacement cost of any equipment not returned shall be deducted from the Contractor's final payment.

#### **4 IN-HOUSE BACK-UP TRUCK POLICY**

At the expense of the contractor, a contractor may purchase an additional vehicle. The contractor should or make available an existing vehicle within their fleet that is less than five (5) years old, as an FSP back-up truck or arrange to use another company's pre-approved back-up truck. If another company's back-up truck is used the contractor shall be responsible for payment of the FSP back-up truck services provided at the rate established for the regular tow service or the established rate for the back-up truck service whichever is higher. In addition, the truck will be subject to vehicle inspections as described in this Scope of Work.

The approved vehicle is the only vehicle that may be used as a company back-up truck. The assigned back-up truck will only be used to back-up a vehicle within your fleet that is out of service due to mechanical failure or an accident. It shall not be used to provide service for a vehicle that is unavailable due to routine maintenance. The company back-up truck would be required to adhere with all current back-up truck policies, FSP requirements and vehicle specifications. The proposed back-up truck must pass a CHP inspection prior to being authorized for use. In addition, the truck will be subject to vehicle inspections as described in this Scope of Work.

Contractors are required to call and inform the SCCRTC Program Manager within three (3) days from when the back-up truck was required.



## **5 DRIVER REQUIREMENTS**

### **5.1 Driver Qualifications**

The potential vehicle operator shall be required to have a safe driving record and current Class C driver's license. All operators shall be eighteen (18) years of age or older. Potential operators shall be subject to driving record and criminal background checks. The CHP will be permitted to do background checks. The driving record and criminal background checks shall be obtained by the CHP. Any operator convicted of a crime specified in paragraph (1), (2), (3), or (4) of Subdivision (a) of Section 13377 of the Vehicle Code or any operator not meeting the requirements put forth in the Tow Service Agreement (TSA) for Rotation Tow Operators (HPM 81.2, Vehicle Procedures Manual, Element 15, Annex F, "Criminal Conviction Disqualifications for Rotation Tow Operators/Drivers"), will be automatically excluded from the FSP. In addition, as a matter of policy, the SCCRTC SAFE may, in its sole discretion, require an operator to replace any driver whom it determines, is not suitable to represent the FSP program with the public, based on the CHP background check.

All FSP tow operators must also possess a valid medical card in accordance with Vehicle Code section 12804.9, which states, in part, that a driver license or driver certificate is not valid for operating a vehicle requiring a driver to hold any driver certificate unless a medical certificate approved by the Department of Motor Vehicles has been issued within two years of the date of the operation of that vehicle, is within the licensee's immediate possession, and a copy of the medical examination report form from which the certificate was issued is on file with the DMV.

The potential operator shall be proficient and experienced in the tasks of tow truck operations and with all required FSP equipment, to ensure safe and efficient service. All potential operators must be capable of demonstrating their tow operating abilities at the tow proficiency test prior to formal CHP/Caltrans training and will be required to adhere to the requirements described in the FSP Operator's Manual. The Contractor shall pay drivers for the time spent in the tow proficiency test. Additionally, the operators will be required to exercise sound judgment in carrying out their duties.

### **5.2 Operating Requirements**

The FSP operator shall be required to inform the CHP Communications Center at any time he/she leaves the assigned beat for more than ten (10) minutes. This includes replenishing expendable items such as gasoline, fire extinguisher, etc., removing a disabled vehicle to a designated drop location, etc. The FSP operator shall be required to document assist activities for each incident using a Personal Data Assistance provided by the SCCRTC SAFE.

The FSP operator shall not leave the beats except for the following reasons: 1) To provide the operator, on shifts which include the hours between 10 am and 3 pm, with an unpaid meal break of no longer than thirty (30) minutes. 2) To provide the operator with one rest period of no longer than 15 minutes per three (3) or four (4) hour shift segment, or as designated by the CHP or other Peace Officer. During these break and rest periods, a back-up truck will not be required.

The CHP, Caltrans, and the SCCRTC SAFE maintain strict drug and alcohol policies. Any FSP vehicle operator found working under the influence of drugs or alcohol will be dismissed immediately. The Contractor shall be responsible for finding a replacement driver for that vehicle. The Contractor shall maintain a written substance abuse policy requiring alcohol and drug testing for all drivers who work in the FSP program, consistent with Federal Highway Administration, Department of Transportation CFR 49 part 382, Regulations on Controlled Substance and Alcohol Use and Testing. For details, refer to the FSP Operator's Manual.

Upon receiving a damage complaint from a motorist assisted by the operator alleging that the operator damaged his/her vehicle while lending assistance, the CHP will normally conduct an investigation into the circumstances of the complaint. If the investigation shows that the operator could have caused the damage to the vehicle, then the Contractor will negotiate in good faith to try and resolve the issue and report to the CHP the result of the negotiations. All complaints are to be resolved within a reasonable period of time after being received.

### **5.3 Back-up Driver**

The contractors are required to have one back-up driver. When necessary and with the approval of the CHP, the provision of completing operations proficiency exams for a back-up driver may be waived prior to attending the training session, however, completion of operations proficiency must be completed before certification of a back-up driver. Back-up drivers must be certified operators, who have successfully completed the mandatory three (3) day certification training conducted by CHP, no exceptions.

If a previous certified back-up driver has been away from the program less than twelve (12) months, he/she must successfully complete a criminal history background check conducted by CHP, before operating under the FSP program. However, if a back-up driver has been away from the program more than twelve-months they must be re-certified before operating under the FSP program.

The back-up driver must possess a valid DL-64 (Tow Truck Driver Clearance) application, to operate an FSP tow truck, no exceptions.

## **6 DRIVER PROFICIENCY, TESTING AND TRAINING**

### **6.1 General Proficiency and Testing Requirements**

**All FSP operators are required to be trained and proficient in towing operations prior to working in the FSP program.** The use of dollies and recovery procedures, including the towing of over-turned vehicles and removing vehicles from the lane of traffic using push bumpers, are considered normal towing operations. This requirement is the contractor's responsibility. New operator applicants shall be tested for basic towing proficiency prior to being allowed in the program. Those operators found to be lacking in towing skills during the proficiency testing or during any subsequent period shall be removed from the program by the CHP, acting on behalf of the SCCRTC SAFE, until their proficiency is satisfactory.

The contractor shall ensure that all operators, including back-up operators, participate in FSP "ride-alongs" with experienced FSP tow operators, while performing FSP towing operations, for two full eight (8) hour shifts (or for a total of 16 hours) prior to participating in the proficiency test. If possible, the experienced driver shall be an FSP certified driver working in the FSP program.

### **6.2 3-Day Proficiency Testing and Certification Training Requirement**

Those FSP tow operator applicants who pass background checks, driver's records checks, the proficiency test, and are otherwise found to be acceptable to work in the program, are required to successfully complete a three (3) day training course provided by the CHP. This course is required by law. There is no charge for the course, however, the Contractor shall be responsible for the students travel to and from the classes and for the salaries of the students while participating in the course. No driver shall begin patrolling without successful completion of this required course. Any driver who is found on FSP patrol without successful completion of this mandatory training shall be prohibited from any further FSP service and the Contractor's contract will be terminated immediately for cause. If the Contractor runs out of certified drivers, a back-up truck and driver must be obtained; uncertified drivers shall not be used at any time. The contractor shall be fined for failure to provide services due to lack of certified driver availability and/or their contracts may be terminated for cause.

### **6.3 Quarterly Refresher Training Requirement**

The FSP operator is required to participate in two (2) hours of FSP related training once each quarter of the calendar year. There is no fee for this training; however, the contractor shall pay the wages of their employees to attend. This required training is presented by the FSP program and will occur at hours removed from

regular FSP work hours. This training will concern any topic deemed to be important to further develop FSP services or safety for FSP employees.

#### **6.4 General Training Information**

The Contractor will be allowed to train as many drivers as he/she deems necessary to support his/her operations as long as the training classes have space to accommodate, however, the training for new operators normally is given only once during each quarter of the calendar year. It is fully the Contractor's responsibility to ensure he/she has sufficient number of trained FSP personnel to support his/her FSP regular and back up operations between scheduled classes. The Contractor must allow for injuries, sick personnel, family emergencies, terminations of employment, and any other incidents that may adversely affect the number of trained personnel available to work.

The required FSP training shall include, but is not limited to, all of the following:

- Tow Truck Driver and Motorist Safety
- Patrol Responsibilities
- Vehicle Operation
- Traffic Control and Scene Management
- Communications Procedures
- Demeanor and Courtesy
- How to Handle Gratuities/Tips
- How to Handle Unusual Situations
- Sexual Harassment

## **7 MEETING ATTENDANCE**

### **7.1 Company Quarterly Safety Meetings**

Mandatory occupational driver safety meetings shall be scheduled during non-FSP hours. The occupational driver safety meetings shall occur quarterly for one (1) hour each meeting. The meetings shall take place at a location of the Contractor's choice. Contractors shall pay all FSP operators and back-up drivers for attending the training. Contractors shall provide meeting minutes to the CHP for their records.

### **7.2 Contractors' Meetings**

The Contractor must be represented by the Contract Owner or the Contractor's FSP manager at meetings designated by the SCCRTC SAFE not to be held more than once a quarter. Contractors may specifically be required to attend "Contractor's Meetings" or special meetings as required by SCCRTC SAFE. If a Contractor or his/her representative misses a meeting, he or she will be fined for two (2) hours at the Contractor's lowest hourly rate.

Contractors may specifically be required to attend "Contractor's Meetings", "Quarterly Refresher Trainings" or special meetings as required by SCCRTC SAFE.

## **8 ASSIST DATA COLLECTION**

### **8.1 Personal Data Assistants (PDA)**

The SCCRTC SAFE will provide each contractor with one (1) iPad Mini per assigned Beat to be used exclusively for the collection of FSP assist data and logging FSP shift information. FSP drivers are required to input information about all activities undertaken during FSP service hours into the iPad Mini. FSP drivers are also required to document all shift information, including time shift began and ended and any overtime worked, using the iPad Mini. The iPad Mini must be connected weekly to a wireless internet connection in order to electronically submit data to SCCRTC SAFE. The use of the iPad Mini for non-FSP related business is prohibited. If an iPad Mini is lost or damaged, the contractor shall be responsible for the cost of the replacement. The contractor is responsible for returning all iPad Mini(s) and accessories to SCCRTC SAFE in working condition at the termination of the contract.

### **8.2 FSP Motorist Survey**

FSP Drivers are required to distribute FSP Motorist Surveys and brochures to all motorists assisted. The unique survey number is the first number inputted into the PDA data collection device to track the details of each assist provided.

## 9 COMPENSATION

### 9.1 General Compensation

Contractors will be paid within thirty (30) calendar days following SCCRTC SAFE's approval of invoices. Compensation is based on actual time on the beat; travel time to the beat will not be compensated. Contractors will be paid for a back-up truck only if it provides service as directed by CHP, SCCRTC SAFE or Caltrans. If a truck breaks down, the contractor will only be compensated for actual time on the beat. Refer to the FSP Operator's Manual for back-up truck service compensation.

### 9.2 Compensation for Additional Service

The CHP Dispatch or an on-duty CHP FSP officer will approve work in excess of regular service hours. Payment will be made in fifteen (15) minute increments on the basis of straight time.

### 9.3 Special Event Compensation

Contractors will be paid at their current hourly rate for providing FSP service for "special events." Special Events are defined as all requests for additional service above and beyond regular service. Service for this type of project does not require a contract amendment.

### 9.4 Limited Projects

Contractors will be paid at their current hourly rate for providing FSP service for "limited projects." Limited projects are defined as projects that require service for periods longer than one month and shorter than the contractor's period of performance of the contract. Service for this type of project does not always require a contract amendment.

### 9.5 Use of FSP Trucks for Traffic Mitigation Projects (TMP)

Contractors will be paid at their current hourly rate for providing FSP service for Caltrans "TMP projects". Back-up trucks may be called upon to provide towing service for TMP projects throughout the course of the contracts period of performance. Service for this type of project does not always require a contract amendment.

### 9.6 Fuel Compensation

SCCRTC SAFE will set the tow vehicle fuel price to be included in the Contractors' proposal bids at **\$3.63 per gallon**. However, the tow fuel price will be variable during the contract period. The SCCRTC SAFE will calculate the Average Monthly Santa Cruz County/Bay Area Diesel Price for each month using the Weekly Retail On-Highway Diesel Prices for California published each Monday by the Energy Information Administration (EIA) of the United States Department of Energy

([http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_w.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm)). The California Weekly Retail On-Highway Diesel Prices shall be escalated by 4% to determine the Santa Cruz County/Bay Area Weekly Retail On-Highway Diesel Price and account for the higher petroleum fuel prices in the Santa Cruz County/Bay Area region of California. The Average Monthly Santa Cruz County/Bay Area Diesel Price will be determined by averaging the Santa Cruz County/Bay Area Weekly Retail On-Highway Diesel Price on the Monday of each week in which the majority (four out of seven) of the weekdays fall within the corresponding month. Changes in the tow fuel price will directly impact the monthly hourly FSP rate. See **Attachment 3 – Sample Contract**.

### **9.7 Mid-Term Negotiation**

SCCRTC SAFE will conduct a mid-term contract negotiation with the selected Contractor on specific items included in the price proposal spreadsheet. The purpose of this negotiation is to allow contractors to be properly compensated for costs that have greatly fluctuated since the start of the contract. The mid-term negotiation will occur approximately two years into the contract, and will examine the following items: 1) Fuel, 2) Insurance, and 3) Workers Compensation. SCCRTC SAFE will then renegotiate the hourly rate of compensation specified in the contract based on changes to the items mentioned above.

### **9.8 Non-Allowable Costs**

All items included in the price proposal spreadsheet are approved, eligible costs that SCCRTC SAFE will include in the Contractor's hourly reimbursement rate under the contract. The following is a list of non-allowable costs, which are NOT to be included in the price proposal spreadsheet, and are NOT eligible for reimbursement under the contract:

- Budgeting for a back-up driver, who may be paid overtime if he has already worked forty (40) hours during the week
- Budgeting to account for back-up service that may be needed from other contractors throughout the duration of the contract

No additional compensation will be given for the (1) bi-monthly tow contractor's meeting; (2) driver training, (3) quarterly driver meeting, and (4) occupational driver safety meetings. These costs should be incorporated into the price per hour per truck. SCCRTC SAFE can inspect or audit maintenance records, fuel costs, or request information on drivers' pay.

### **9.9 Legal Actions**

If an FSP driver is subpoenaed to testify in regards to a claim against the tow contractor or other legal action, the subpoenaed driver is to be paid his/her normal hourly wage by the Contractor.



## **10 OPERATOR UNIFORM**

It shall be the responsibility of the Contractor to provide all operators working thirty (30) or more hours with five (5) uniforms. Failure to meet this requirement will result in a Contractor violation as listed in the FSP Operator's Manual. The operator uniform should consist of navy blue jump suits and/or shirts and pants and an FSP hat. If coveralls are worn, they shall have two-way zip front with a heavy-duty brass zipper. Coverall 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 coverall and shirts shall come to within approximately one (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.

Double striping shall be sewn around both sleeve and both leg cuffs and across the upper back of all uniforms. The first layer of the striping shall be lime green striping 2 ¾ inches wide and the top layer should be a ½ inch reflective white striping.

The first initial of the first name and full last name shall be embroidered on either side of the uniform opposite the FSP patch. Letters shall not exceed 1/2 inch. A detachable metal nameplate may be worn in place of the embroidered name at the Contractor's option. The 3 inch pocket patch shall be sewn on the opposite side of driver's name and the 7 inch FSP patch shall be sewn on the back of the uniform. SCCRTC SAFE will provide initial uniform patches at the onset of the contract; additional patches may be purchased from SCCRTC SAFE.

During cold weather, a navy blue or white 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.

Contractors shall provide two reflective safety vests per driver. All reflective safety vests shall be a minimum of Class 3 safety vests requirements and shall be in accordance with California Code of Regulations, Title 8, Section 1598. That Section describes the color of the vests and states in hours of darkness the garments shall be retro reflective and visible at a minimum of 1,000 feet. These vests shall be provided by contractual agreement. The FSP logo (patch) shall be attached to the center of the back of each vest. The small FSP logo patch shall be attached on the

left front pocket area of the vest. The FSP tow truck driver's name shall be clearly visible and either sewn on or attached to the vest."

Contractors shall provide rain gear for all drivers. Contractors may purchase rain gear for all FSP drivers prior to the commencement of service. Yellow rain gear with the FSP logo and reflective stripping may be purchased through the following vendor:

**Aramark Uniform Services**

5000 Forni Drive  
Concord, CA 94520  
Off: (925) 827-3782  
Fax: (925) 685-0890

Proposers are not required to purchase rain gear from Aramark. However, contractors may incur substantial costs associated with logo artwork for raingear purchased through an alternative vendor.

One hat per certified driver will be provided by CHP upon the completion of driver training. The hat is a baseball-type cap, navy blue in color with the FSP logo above the brim. No other hat will be allowed to be worn during FSP hours of operation. Additional uniform requirements, such as hard hats, may be required on certain beats. If necessary, one hard hat per certified driver will also be provided by SCCRTC SAFE.

All Freeway Service Patrol drivers shall wear general duty black work boots with protective steel toe and oil resistant sole. Work boots shall be provided by the drivers themselves.

The uniform requirement will be strictly enforced. Beards and haircuts must be neat in appearance.

## **11 FSP OPERATOR'S MANUAL**

The guidelines and policies of the FSP program are set forth in the FSP Operator's Manual, which is incorporated into this RFP by reference and will be incorporated into the resulting contract between the Contractor and SCCRTC SAFE. **In the event of a discrepancy between this RFP and the Freeway Operator's Manual, the more stringent provision with respect to Contractor performance shall apply.**

## **12 OTHER OPERATIONS REQUIREMENTS**

The Contractor shall maintain a local office with concurrent communications (i.e. telephone, facsimile, and e-mail service) from which he/she or a responsible representative, who has the authority to conduct business and make decisions on behalf of the contractor, can be contacted during the service hours of operation for the length of the contract. Contact by pager is not sufficient. During business hours, the Contractor (or his/her designated representative) shall respond to telephone calls, faxes and e-mail received from CHP, Caltrans or SCCRTC SAFE within two hours if action or response is required. Failure to respond will result in a fine of one hundred dollars (\$100.00), unless SCCRTC SAFE determines that the delay was reasonable, under the circumstances. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc.

Paperwork that results from the operation of these beats shall be collected and mailed to SCCRTC SAFE. Mailing costs are part of the contractor's administrative costs.

Contractors will be responsible for establishing and enforcing a drug policy. Please refer to the FSP Operator's Manual for details.

### **SCOPE OF WORK ATTACHMENTS:**

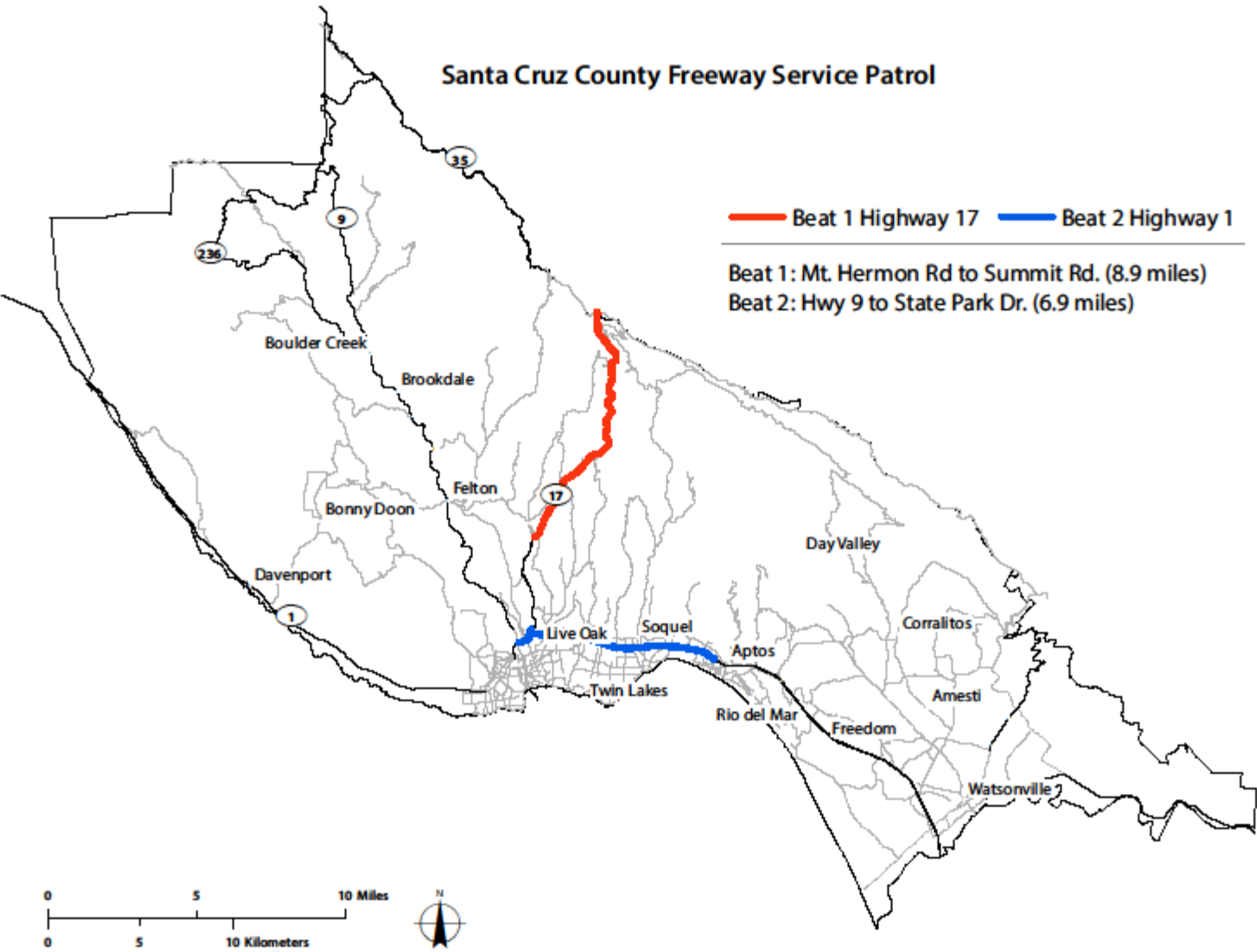
Attachment 1-A – Santa Cruz County Freeway Service Patrol Beat Map

Attachment 1-B – Highway 17 Beat 1 Holiday and Weekend schedule

Attachment 1-C – Highway 1 Beat 2 Holiday and Weekend schedule

**ATTACHMENT 1-A –**  
**SANTA CRUZ COUNTY**  
**FREEWAY SERVICE**  
**PATROL BEAT MAP**

# Santa Cruz County Freeway Service Patrol



**ATTACHMENT 1-B -**  
**HIGHWAY 17 BEAT 1**  
**HOLIDAY AND**  
**WEEKEND SCHEDULE**

# Beat 1 Highway 17 Service Schedule

Start Date:

End Date:

Note: Contract period covers 1,159 days or 3 years, 2 months, 2 days including end date.

**Holidays**

New Years Day	January 1
Thanksgiving Day	The 4th Thursday in November
Day after Thanksgiving	The 4th Friday in November
Christmas Day	December 25

Year	2022	2023	2024	2025
Weekday	196	260	262	129
Saturday	1	20	21	21
Sunday	39	53	26	26
<b>Days</b>	<b>236</b>	<b>333</b>	<b>309</b>	<b>176</b>

Total Contract Days

Total Contract Hours

**Contract Dates**

Year	Start	End
2022	4/1/2022	12/31/2022
2023	1/1/2023	12/31/2023
2024	1/1/2024	12/31/2024
2025	1/1/2025	6/30/2025

**Saturday Service**

Spring Break	The 4th Saturday of March - The 3rd Saturday of April
Summer	The 4th Saturday in May (Memorial Day Weekend) - The 1st Saturday in September (Labor Day Weekend)
Thanksgiving Weekend	The 4th Saturday in November



**ATTACHMENT 1-C -**  
**HIGHWAY 1 BEAT 2**  
**HOLIDAY AND**  
**WEEKEND SCHEDULE**

# Beat 2 Highway 1 Service Schedule

**Start Date:**

**End Date:**

Note: Contract period covers 1,159 days or 3 years, 2 months, 2 days including end date.

Year	2021	2022	2023	2024
Weekday	196	260	262	129
Saturday	1	20	21	21
Sunday	39	20	21	21
<b>Days</b>	<b>236</b>	<b>300</b>	<b>304</b>	<b>171</b>

Total Contract Days

Total Contract Hours

Contract Dates		
Year	Start	End
2022	4/1/2022	12/31/2022
2023	1/1/2023	12/31/2023
2024	1/1/2024	12/31/2024
2025	1/1/2025	6/30/2025

**Holidays**

New Years Day	January 1
Martin Luther King Jr. Day	The 3rd Monday in January
President's Day	The 3rd Monday in February
Columbus Day	The 2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	The 4th Thursday in November
Day after Thanksgiving	The 4th Friday in November
Christmas Day	December 25

**Weekend Service**

Spring Break	The 4th Saturday of March - The 3rd Saturday of April
Summer	The 4th Saturday in May (Memorial Day Weekend) - The 1st Saturday in September (Labor Day Weekend)
Thanksgiving Weekend	The 4th Saturday in November

**ATTACHMENT 2 – REQUIRED**  
**PROPOSAL FORMS**



# FORM A PROPOSAL COVER LETTER

**TO** Amanda Marino  
SCCRTC SAFE  
1523 Pacific Ave  
Santa Cruz, CA 95060

**DATE** \_\_\_\_\_

**FROM** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BEAT(S)**  Highway 17 Beat 1  
(check all that apply)  Highway 1 Beat 2

In response to the Request for Proposal (RFP) for the Freeway Service Patrol, we the undersigned hereby declare that we have carefully read and examined the RFP documents and hereby propose to perform and complete the Work as required in the RFP and as indicated in these Proposal Documents.

The undersigned agrees to supply the proposed services at the price indicated in its price proposal if its proposal is accepted within 180 days from the date specified in the RFP for receipt of proposals. Further, the undersigned agrees to initiate such services within 90 days of notification of award.

If awarded a Contract, the undersigned agrees to execute a Contract substantially similar in form to the Contract included in this RFP, Attachment 3, and to deliver to the SCCRTC SAFE prior to execution of the Contract the necessary original Certificates of Insurance and endorsements, as required therein. If changes in the attached contract are desired, they are attached to this Proposal; if no changes are attached, the undersigned agrees to execute the contract substantially "as is."

The undersigned hereby certifies that it will not unlawfully discriminate against any employee or applicant for employment or any motorist intended to be a beneficiary of the FSP service with regard to race, color, religion, sex, national origin, physical or mental disability, marital status, sexual orientation or age.

The undersigned acknowledges receipt, understanding and full consideration of any Addenda to the RFP Documents: Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

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

\_\_\_\_\_  
Name Title Phone

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Street Address/ P.O. Box

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Business License Classification

\_\_\_\_\_  
Tax I.D. Number

Proposer is a (check one:  sole proprietorship;  corporation;  partnership).  
If a corporation, insert State of Incorporation: \_\_\_\_\_.

Optional-For Information Purposes Only: Is your business a Disadvantaged  
Business Enterprise? (check one)  Yes  No

*A DBE is defined as a small business concern which is (a) at least fifty-one percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least fifty-one percent of the stock of which is owned by one or more of the socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals include citizens of the United States (or lawfully admitted permanent residents) who are Black persons, Hispanic persons, Native Americans, Asian-Pacific persons, Asian-Indian persons, women, or any other groups or individuals found to be disadvantaged by the Small Business Administration (SBA) pursuant to Section 8(a) of the Small Business Act (15 USCA § 637(a) and implementing regulations). Other individuals may be determined to be socially or economically disadvantaged if SBA criteria are met.*



**FORM B  
VEHICLE INFORMATION**

<b>Beat 1 – Highway 17</b>	
<b>Mt. Hermon Rd to Summit Rd</b>	
<b>Parking/ Staging/ Satellite Location</b> (if applicable)	
<b>Estimated Travel Time to Beat</b>	
<b>Total No. of Trucks</b>	

<b>Beat 2 – Highway 1</b>	
<b>Highway 9 to Research Park Dr.</b>	
<b>Parking/ Staging/ Satellite Location</b> (if applicable)	
<b>Estimated Travel Time to Beat</b>	
<b>Total No. of Trucks</b>	

<b>Main Office Address</b>	
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Provide vehicle information on the proposed FSP trucks and back-up FSP truck. If you do not currently own all trucks needed for beat service, include an explanation of how you plan to acquire them in the space provided on the following page and include a quote for each vehicle that will need to be purchased. If the contractor so indicates his intention to purchase a new vehicle(s), the contractor is obligated to use the vehicle(s) on the specific beat noted on the top of this page.

	<b>Beat 1 Truck</b>	<b>Beat 1 Back-up</b>	<b>Beat 2 Truck</b>	<b>Beat 2 Back-up</b>
<b>Manufacturer</b>				
<b>Model</b>				
<b>Year</b>				
<b>Current Mileage</b>				
<b>VIN #</b>				

(Vehicle quotes must be attached)











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**ROUTINE MAINTENANCE**

Record of consistent routine maintenance of vehicles and equipment

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## FORM E FINANCIAL RESPONSIBILITY

This following information is for determining financial responsibility only. **This information will be received as confidential and will not become part of SCCRTC SAFE's public records.** Please submit one copy of two of the four financial documents listed below and package separately from the proposal:

1. Reference letter from your bank, indicating financial responsibility.
2. Federal Income Tax Returns for two most recent years available.
3. Profit/Loss Statement for two most recent quarters available.
4. Dunn and Bradstreet Report issued after January 1, 2020 or credit report by a recognized credit reporting service.



## FORM F PRICE PROPOSAL SPREADSHEET LINE ITEM DESCRIPTION

Below, is a worksheet designed to assist Proposers with the completion of the Price Proposal Spreadsheet located on the next page. (An electronic copy of the Price Proposal Spreadsheet is also online: [http://scrtc.org/about/opportunities/rfp/.](http://scrtc.org/about/opportunities/rfp/))

**This form is a required proposal document and must be completed.** All figures listed here should be reflected in the Price Proposal Spreadsheet. For a listing of non-allowable costs, which should NOT be included in the price proposal spreadsheet, see **Attachment 1 – Scope of Work, Non-Allowable Costs.**

<b>VEHICLES AND EQUIPMENT</b>		
<b>1. Vehicles</b>	a. <u>Tow Trucks:</u> List the name of truck dealer and builder and the cost of each completely outfitted truck	
<b>2. Finance Charges</b>	List the name of the company financing the loan and finance charges per year for each truck	
<b>3. Insurance &amp; Vehicle Registration Fees</b>	List the annual cost of insurance for Employer's Liability (\$1,000,000), Commercial General Liability (\$1,000,000), Automobile Liability (\$1,000,000), On-Hook Liability (\$60,000), and Umbrella Liability insurance (\$1,000,000). Also, list the annual cost of vehicle registration per vehicle	

<b>4. Fuel</b>	a. <u>Tow Trucks</u> : List the # of gallons of fuel estimated for TOW TRUCKS per month per truck*	
	b. <u>Motorists</u> : List the # of gallons of fuel estimated for MOTORISTS per month per truck	
<b>5. Vehicle Maintenance</b>	a. <u>Parts Replacement</u> : Specify the type of parts replaced, occurrence of replacement and the cost for replacement per truck	
	b. <u>Labor</u> : Specify the type of routine maintenance, occurrence, and cost per truck	
<b>6. FSP Equipment/Supplies</b>	Specify the quantity and cost of each item included in this category (i.e. driver uniforms, raingear, and equipment.)	

\* The SCCRTC has set the tow fuel price included in the price proposal at \$3.63. \$3.63 is the average price of diesel fuel as calculated for the Santa Cruz Area between November 2019 and October 2020.

<b>MANAGEMENT AND DRIVERS</b>		
<b>7. FSP Management Costs</b>	Specify the items included in 'management costs' and list the costs per year	
<b>8. FSP Driver Costs</b>	a. Wages: Specify the wage rate of each FSP driver; list any anticipated raises and overtime	
	b. Workers Compensation: List the annual cost of workers compensation insurance per FSP driver	
	c. Taxes: List the annual cost of taxes per FSP driver per year	
<b>9. Driver Benefits</b>	a. Vacation/ Holidays/ Sick-days: List annual cost of paid vacation, holidays, and sick time per driver or state 'N/A' if non-applicable	

	b. Retirement: List the company retirement contribution and describe retirement plan or state 'N/A' if non-applicable	
	c. Medical/ Dental/ Vision: Describe provided benefits and cost per driver. Specify whether or not dependents are included	
<b>10. Driver Admin</b>	List costs associated with the driver's attendance at FSP and company training sessions and 15 minute pre-operation vehicle inspections	

<b>ADMINISTRATION</b>		
<b>11. Administrative Costs</b>	Specify items and annual cost of each item included in this category	
<b>12. Other</b>	Specify items and annual cost	





## **FORM G PRICE PROPOSAL SPREADSHEET**

An electronic version of the Price Proposal Spreadsheet is available online to download at <http://sccrtc.org/about/opportunities/rfp/>. Blank paper forms are available on the following pages.



## FORM H PRICE PROPOSAL

The undersigned's price per hour per truck represents full compensation for all costs relating to labor (including wages, fringe benefits, employer taxes, training, meetings, overtime etc.), all other direct costs (including vehicle, equipment, fuel [for motorist as well as vehicles], supplies and other operating costs), insurance, overhead, Internet access, postage fees and profit allowance. Please refer to **Attachment 1 – Scope of Work** to ensure that you have covered all possible costs in your proposal. (Proposer must also fill out the Price Proposal Spreadsheet on the previous pages). The undersigned also certifies that it shall pay its drivers, at a minimum, the wages and benefits included in **Form G - Price Proposal Spreadsheet** and that it shall pay its drivers to attend the trainings and meetings as specified in **Attachment 1 – Scope of Work**.

<b>NET COST</b> (Line 16 of the Price Proposal Spreadsheet)	\$
<b>HOURLY RATE</b> (Line 18 of the Price Proposal Spreadsheet)	\$

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Print Name of Authorized Official)

\_\_\_\_\_  
(Print Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Office Location [if different])

\_\_\_\_\_  
(phone)



# FORM I CONTRACTOR'S REFERENCE FORM

Name of Towing Company \_\_\_\_\_  
Representative Name & Title \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email \_\_\_\_\_

Provide three (3) complete and current references from individuals, companies, law enforcement agencies, service clubs, public agencies, etc., who are knowledgeable of the Proposers experience and capabilities with regard to towing services. Proposers are encouraged to include references from public agencies and/or other clients for whom they have performed services similar to those described in this RFP. **References from relatives, current FSP drivers, or RTC staff will not be accepted.** References, for which incomplete and/or inaccurate contact information is provided, may count against the Proposer during the proposal evaluation process.

REFERENCE #1
Client's Name
Contact Person
Phone and Fax
Address
Type of Work Performed

REFERENCE #2
Client's Name
Contact Person
Phone and Fax
Address
Type of Work Performed

**REFERENCE #3****Client's Name****Contact Person****Phone and Fax****Address****Type of Work****Performed**



## FORM J LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the twelve months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

SCCRTC SAFE's commissioners include:

**Jacques Bertrand**  
City of Capitola

**Sandy Brown**  
City of Santa Cruz

**Randy Johnson**  
City of Scotts Valley

**Eduardo Montesino**  
City of Watsonville

**Kristen Petersen**  
Santa Cruz Metropolitan Transit District

**Mike Rotkin**  
Santa Cruz Metropolitan Transit District

**Aurelio Gonzalez**  
Santa Cruz Metropolitan Transit District

**Manu Koenig**  
County of Santa Cruz, 1st District

**Zach Friend**  
County of Santa Cruz, 2nd District

**Ryan Coonerty**  
County of Santa Cruz, 3rd District

**Greg Caput**  
County of Santa Cruz, 4th District

**Bruce McPherson**  
County of Santa Cruz, 5th District

**Tim Gubbins**  
Caltrans District 5 Ex Officio

ANSWER THE FOLLOWING QUESTIONS (CHECK YES OR NO)	YES	NO
1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SCCRTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please identify the Commissioner:		

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SCCRTC commissioners in the three months following the award of the contract?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please identify the Commissioner:		

Answering 'Yes' to either of the two questions above does not preclude SCCRTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_ Date

\_\_\_\_\_ (Signature Of Authorized Official)

\_\_\_\_\_ (Print Name, Title)

**ATTACHMENT 3 – SAMPLE**  
**CONTRACT**

Contract No: Contract #

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT hereinafter referred to as to the "Contract" is hereby entered into on Date, by and between the Santa Cruz County Regional Transportation Commission serving as the Service Authority For Freeway Emergencies (SAFE) hereinafter called COMMISSION, and Contractor Name hereinafter called CONTRACTOR.

### 1) SERVICES.

- a) CONTRACTOR agrees to provide Freeway Service Patrol (FSP) services, described in the Request for Proposals, dated RFP release date, for Santa Cruz Beat 1 in accordance with the terms and conditions of this Contract, including road assistance and rapid removal of disabled vehicles and for those involved in minor accidents on Highway 17 between Mt. Hermon Road and Summit Road (hereinafter, Santa Cruz Beat 1), Monday-Friday 6:30am-9:30am and 3:00pm-6:00pm and selected weekend days 1:00 pm to 7:00 pm as shown in the Scope of Work, which is hereby referenced and incorporated in this contract as Attachment A. CONTRACTOR will serve on an hourly basis.
- b) FSP services shall be provided according to Attachment A and the Santa Cruz County Freeway Service Patrol Operator's Manual (hereinafter, the "Operator's Manual"), which may be amended as necessary, hereby referenced and incorporated into this agreement as Attachment B. The FSP Operator shall adhere to guidelines outlined in the Operator's Manual. In the event of a discrepancy between the RFP and the FSP Operator's Manual, the more stringent of the conflicting provisions with respect to Contractor's performance shall apply.
- c) CONTRACTOR shall only deploy COMMISSION and CHP approved FSP drivers on Santa Cruz Beat 1. CONTRACTOR shall provide COMMISSION the names of any drivers that will be assigned to perform FSP services for COMMISSION. CONTRACTOR is required to receive written approval of these drivers from COMMISSION prior to drivers performing FSP service for COMMISSION. COMMISSION, in cooperation with California Highway Patrol (CHP), has the authority to withdraw approval of any driver to perform FSP services for COMMISSION.

### 2) COMPENSATION.

- a) In consideration for CONTRACTOR accomplishing said services as included in the Attachment A and as directed by Commission Contract Manager,



COMMISSION agrees to pay CONTRACTOR a variable monthly hourly rate to be calculated using the FSP Price Breakdown Worksheet, incorporated herein as Attachment C, by inserting the corresponding month's average monthly Santa Cruz County/Bay Area diesel price per gallon, as defined in Subarticle 2c, as follows:

- i) All Costs per Unit and Number of Units shall remain the same, unless otherwise negotiated in the mid-term negotiations as set forth in Subarticle 2d, with the exception of the Cost per Unit in line 4a.
  - ii) The Average Monthly Santa Cruz County/Bay Area Diesel Price per gallon for the month in which the service is provided shall be inserted into the Cost per Unit column of line 4a to calculate that month's Hourly Rate per truck as shown on Line 18.
  - iii) Attachment D provides a sample calculation for the variable monthly hourly rate.
- b) COMMISSION shall pay CONTRACTOR for the services satisfactorily performed hereunder an amount calculated in accordance with the Hourly Rate set by the COMMISSION as defined in Subarticle 2a, as invoiced on a monthly basis by the CONTRACTOR to the COMMISSION. CONTRACTOR agrees to submit weekly assist that is data collected using the Personal Data Assistance provided to the Contractor by the COMMISSION or alternate data collection mechanisms to the COMMISSION, as well as any other documentation that may be reasonably required by the COMMISSION to support invoices or demonstrate compliance with the FSP Operator's Manual prior to the COMMISSION'S approval of invoices. Payment of the approved portion of an invoice, less any penalties charged to CONTRACTOR as specified in the Operator's Manual, shall be made to CONTRACTOR by the COMMISSION within thirty (30) calendar days following COMMISSION receipt of the invoice.
- c) The COMMISSION will calculate the average monthly Santa Cruz County/Bay Area fuel price for each month using the Weekly Retail On-Highway Diesel Prices for California published each Monday by the Energy Information Administration (EIA) of the United States Department of Energy. The California Weekly Retail On-Highway Diesel Prices shall be escalated by 4% to determine the Santa Cruz County/Bay Area weekly retail on-highway diesel price and account for the higher petroleum fuel prices in the Santa Cruz County/Bay Area region of California. The average monthly Santa Cruz County/Bay Area diesel price will be determined by averaging the Santa Cruz County/Bay Area weekly retail on-highway diesel price on the Monday of each week in which the majority (four out of seven) of the weekdays fall within the corresponding month. Attachment E is the Santa Cruz County/Bay

Area Diesel Price Tracking and Averaging Schedule to be used to calculate the corresponding month's average monthly Santa Cruz County/Bay Area diesel price.

- d) The COMMISSION will reimburse the CONTRACTOR for the cost of equipment that is listed as "supplied by the COMMISSION" in Attachment A if the CONTRACTOR is required to purchase the equipment from the Metropolitan Transportation Commission Service Authority for Freeway and Expressways or other designated equipment carrier. The COMMISSION may reimburse the CONTRACTOR for specific items approved for purchase by the SCCRTC at the cost approved by COMMISSION. The request for reimbursement by the CONTRACTOR will be included on the monthly invoice accompanied by a completed FSP Merchandise Order Form. The CONTRACTOR is responsible for the cost of replacement equipment as indicated in Attachment A. The cost of the equipment purchased from COMMISSION will be deducted from the CONTRACTOR's monthly payment.
  - e) The COMMISSION will conduct a mid-term contract negotiation with the CONTRACTOR on specific items included in the FSP Price Breakdown. The purpose of this negotiation is to address the costs of items that have greatly fluctuated since the start of the contract. The mid-term negotiation will occur approximately two years into the contract, and will examine the following items: 1) Fuel, 2) Insurance, 3) Workers Compensation and 4) Wages. The COMMISSION will then renegotiate the hourly rate of compensation specified in the contract based on changes to the items mentioned above, if appropriate.
  - f) Deduction for Non-Payment. CONTRACTOR agrees that if an audit performed pursuant to Article 17 of this Contract reveals that CONTRACTOR has failed to pay any of the items listed in Attachment C, such as the listed driver wages and benefits, and/or has failed to pay drivers to perform the pre-operation vehicle inspections, as specified in Attachment A, and to attend the training and meetings, 3-day proficiency testing and certification training requirement, quarterly refresher training requirements or safety meetings, COMMISSION may deduct sums from CONTRACTOR invoices equal to the difference between what CONTRACTOR should have paid and what CONTRACTOR actually paid for each event of non-payment or underpayment uncovered by the audit.
- 3) INVOICES. COMMISSION shall pay CONTRACTOR for the services satisfactorily performed hereunder an amount calculated in accordance with Subarticles 2a and 2b above. CONTRACTOR agrees to submit weekly paperwork to COMMISSION as specified in the FSP Operator's Manual as well as any other

documentation that may be reasonably required by COMMISSION to support invoices.

- 4) PAYMENT. COMMISSION shall make montly payments, based on the approved portion of an invoice, less any penalties charged to CONTRACTOR as specified in the FSP Operator's Manual.
- 5) REIMBURSABLE EXPENSES. No expenses, costs, or liabilities of CONTRACTOR shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the Scope of Work (Attachment A) unless negotiated and pre-approved in writing by COMMISSION contract manager.
- 6) PAYMENT OF TAXES. CONTRACTOR is solely responsible for the payment of employment taxes incurred under this Contract and any similar federal or state taxes.
- 7) TERM. Subject to approval by COMMISSION of future COMMISSION operating budgets, the term of this contract shall be: Contract Start Date through Contract End Date unless mutually agreed by both parties to extend said period or unless earlier terminated as provided herein this contract. The CONTRACTOR is advised that this Contract is not binding and enforceable until it is fully executed and approved by the COMMISSION.
- 8) EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving sixty (60) days written notice.
- 9) INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.
  - a) CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COMMISSION, the California Highway Patrol (CHP) and Caltrans (which for the purpose of Articles 9 and 10 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
    - i) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COMMISSION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
    - ii) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

- 10) INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract.

a) Types of Insurance and Minimum Limits

- i) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_.
- ii) Employer's Liability Insurance in the minimum amount of \$1,000,000.
- iii) Comprehensive or Commercial General Liability Insurance (CGL) coverage in the minimum limit of \$2,000,000 per occurrence, and \$4,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability
- iv) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- v) On-hook Insurance in the minimum amount of \$80,000 per accident.
- vi) Umbrella Insurance in the amount of \$2,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

b) Other Insurance Provisions

- i) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post

agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

ii) All required Insurance shall be endorsed to contain the following clause:

*"The Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Contract with the Santa Cruz County Regional Transportation Commission."*

iii) All required insurance policies shall be endorsed to contain the following clause:

*"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: "*

Santa Cruz County Regional Transportation Commission  
Attn: Yesenia Parra  
1523 Pacific Avenue  
Santa Cruz, CA 95060

iv) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County Regional Transportation Commission  
Attn: Yesenia Parra  
1523 Pacific Avenue  
Santa Cruz, CA 95060

11) EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall

include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- b) If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:
    - i) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COMMISSION General Services Purchasing Division.
    - ii) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COMMISSION.
  - c) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 11b to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 12) INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that

CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

a) PRINCIPAL TEST: The CONTRACTOR rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

b) SECONDARY FACTORS:

i) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; CONTRACTOR is engaged in a distinct occupation or business; In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; The skill required in the particular occupation is substantial rather than slight; The CONTRACTOR rather than the COMMISSION supplies the instrumentalities, tools and work place; The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; The method of payment of CONTRACTOR is by the job rather than by the time; The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; CONTRACTOR and COMMISSION believe they are creating an independent contractor relationship rather than an employer-employee relationship; and The COMMISSION conducts public business.

ii) It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

c) By their signatures to this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

13) SUBCONTRACTING. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the COMMISSION. Where written approval is granted by the COMMISSION, CONTRACTOR shall supervise all work subcontracted by CONTRACTOR in performing the Services; shall be responsible for all work performed by a subcontractor as if CONTRACTOR itself had performed such work; the subcontracting of any work to subcontractors shall not relieve CONTRACTOR from any of its obligations under this Contract with respect to the Services; and CONTRACTOR is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 10, to COMMISSION's satisfaction.

- 14) NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COMMISSION.
- 15) ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Regional Transportation Commission has provided funding to the CONTRACTOR.
- 16) RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Regional Transportation Commission Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.
- 17) PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 18) ATTORNEY'S FEE. If a Party to this Contract brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Contract, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 19) VENUE. In the event that either Party brings any action against the other under this Contract, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Cruz or in the United States District Court for the Northern District of California.
- 20) INTEGRATION; INCORPORATION. This Contract, including all the exhibits attached hereto, represents the entire and integrated agreement between COMMISSION and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 21) SEVERABILITY. If a court of competent jurisdiction finds or rules that any provision of this Contract is invalid, void, or unenforceable, the provisions of this Contract not so adjudged shall remain in full force and effect.
- 22) MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The



unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any part of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

- 23) COUNTERPARTS. This Contract may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 24) The Parties have executed this Contract as of the date signed by the COMMISSION.
- 25) ATTACHMENTS. This Contract includes the following attachments:
- Attachment A – Scope of Work
  - Attachment B – Freeway Service Patrol Operator’s Manual
  - Attachment C – Price Breakdown
  - Attachment D – Sample Monthly Hourly Rate Calculation
  - Attachment E – Monthly Fuel Rate Calculation Schedule

IN WITNESS WHEREOF the Parties have executed this contract as of the date signed by the COMMISSION

*CONTRACTOR NAME*

SANTA CRUZ COUNTY REGIONAL  
TRANSPORTATION COMMISSION

---

Name,  
Title

---

Guy Preston,  
Executive Director

APPROVED AS TO INSURANCE

APPROVED AS TO FORM

---

Yesenia Parra,  
Administrative Services Officer

---

Steven Mattas,  
Commission Counsel

DISTRIBUTION:

Administrative Services Officer; Accounting; Contractor; Planner

**ATTACHMENT 4 – SAMPLE**  
**MONTHLY HOURLY RATE**  
**CALCULATION**

## Sample Monthly Hourly Rate Calculation

**Step 1:** Calculate Average Monthly Santa Cruz County/ Bay Area Diesel Price

**Step 2:** Insert Average Monthly Santa Cruz County/Bay Area Diesel Price into Line 4a: Tow Truck Fuel

**Step 3:** Calculate **Line 18: COST PER HOUR PER TRUCK** using the current Average Monthly Santa Cruz County/Bay Area Diesel Price and holding all other information constant

ITEMS	UNITS	COSTS			
		No. of Items	Cost per Unit	Total Cost	% of Total Cost
<b>A. Vehicles &amp; Equipment</b>					
1. Vehicles					
a. Tow Trucks	Trucks	1	\$ 95,024.06	\$ 95,024.06	21.38%
2. Finance Charges	Trucks	1	\$ 10,000.00	\$ 10,000.00	2.25%
3. Insurance & Vehicle Registration Fees	Trucks	1	\$ 17,000.00	\$ 17,000.00	3.83%
4. Fuel					
a. Tow Trucks	Gallons	23,976	\$ 4.09	\$ 98,061.84	22.07%
c. Motorist	Gallons	1,200	\$ 2.59	\$ 3,108.00	0.70%
5. Vehicle Maintenance					
a. Parts Replacement	Trucks	1	\$ 8,700.00	\$ 8,700.00	1.96%
b. Labor	Hours	1	\$ 3,100.00	\$ 3,100.00	0.70%
6. FSP Equipment/Supplies (Refer to Attachment A-Scope of Work)	Trucks	1	\$ 1,850.00	\$ 1,850.00	0.42%
<b>Subtotal A (Vehicles &amp; Equipment)</b>				<b>\$ 236,843.90</b>	<b>53.30%</b>
<b>B. Management &amp; Drivers</b>					
7. FSP Management Costs	Year	1	\$ 1,344.00	\$ 1,344.00	0.30%
8. FSP Driver Costs					
a. Wages (# of Drivers )	Hours	5,994	\$ 21.00	\$ 125,874.00	28.33%
b. Workers Compensation	Driver	1	\$ 11,399.54	\$ 11,399.54	2.57%
c. Taxes	Driver	1	\$ 15,199.38	\$ 15,199.38	3.42%
9. FSP Driver Benefits					
a. Vacation/Holidays/Sick Days	Driver	1	\$ 2,520.00	\$ 2,520.00	0.57%
b. Retirement	Driver	1	\$ 5,066.44	\$ 5,066.44	1.14%
c. Medical, Dental, Vision	Driver	1	\$ 5,760.00	\$ 5,760.00	1.30%
Training, etc.)	Hours	1	\$ 12,852.00	\$ 12,852.00	2.89%
<b>Subtotal B (Management &amp; Drivers)</b>				<b>\$ 180,015.36</b>	<b>40.51%</b>
<b>C. Administration</b>					
11. Administrative Costs - Office Operations	Year	1	\$ 2,520.00	\$ 2,520.00	0.57%
12. Other (please specify)				\$ -	0.00%
<b>Subtotal C (Administration)</b>				<b>\$ 2,520.00</b>	<b>0.57%</b>
<b>D. Final Cost Calculation</b>					
13. Total Cost (Subtotal A + B + C)				<b>\$ 419,379.26</b>	
14. Subtract Equipment Salvage Value	Trucks		\$ Value	Total Salvage Value	
a. Tow Trucks	1		\$ 15,000.00	\$ 15,000.00	
15. Add Profit				\$ 40,000.00	9.00%
16. Net Cost (item 13 - 14+ 15)				<b>\$ 444,379.26</b>	
17. Total Contract Hours (Service Hours Per Day*Total Schedule FSP Service Days)				5,994	
<b>18. COST PER HOUR PER TRUCK (item 16/17)</b>				<b>\$74.14</b>	

(Step 2): Insert Average Monthly Diesel Cost in Santa Cruz/ Bay Area

**\$4.36**

(Step 3): Calculated Monthly Hourly Rate

**\$75.22**