

Exhibit 3E: Competitive Procurement by Non-Competitive Proposal (Sole Source) Checklist

Element	Yes	N/A
Independent Cost Estimate The grantee made and documented an independent cost estimate before receipt of proposals.	X	
Unnecessary Experience and Excessive Bonding Unnecessary experience and excessive bonding requirements were not included in this solicitation or contract documents.	X	
Arbitrary Action There was no arbitrary action in the procurement process. (An example of arbitrary action is when award is made to other than the contractor who most satisfied all the grantee's requirements as specified in the solicitation and as evaluated by staff.)	X	
Brand Name Restrictions A "brand name or equal" specification is used and the solicitation has identified the minimum needs and clearly set forth those salient physical and functional characteristics of the brand name required by the grantee. If the solicitation specifies "brand name" only without specifying an equal or listing the physical or functional characteristics needed, check Deficient. If the procurement does not specify a "brand name", check NA.	X	
Geographic Preferences The solicitation contains no in-State or local geographic preference except where Federal statutes mandate or encourage them.	X	
Contract Term Limitation The contract period of performance for rolling stock and replacement parts does not exceed five (5) years inclusive of options without prior written FTA approval. For all other types of contracts, the procurement file contains evidence that the contract term is based upon sound business judgment.	X	
Organizational Conflict of Interest (OCI) There is an apparent or potential OCI and the solicitation contains provisions to eliminate or mitigate the conflict (e.g. by inserting a clause that prohibits the contractor from competing for the follow-on contract to the current design or research contract).		X
Sole Source if Other Award is Infeasible The contract file contains documentation that award of a contract was infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies: (1) The item was available only from a single source. (2) Public exigency for the requirement did not permit a delay resulting from a competitive solicitation. (3) An emergency for the requirement did not permit a delay resulting from a competitive solicitation. (4) The FTA authorized noncompetitive negotiations. (5) Competition was determined inadequate after solicitation of a number of sources.	X	
Written Procurement Selection Procedures The grantee has written selection procedures and the solicitation also identifies all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.	X	
Cost Analysis Required Cost analysis and profit negotiations were performed (initial award and modifications) and documented or price reasonableness was established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.	X	
Award to Responsible Contractor The grantee made a determination that it was awarding to a responsible contractor considering such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.	X	

Sound and Complete Agreement This contract is a sound and complete agreement. In addition, it includes remedies for breach of contract and provisions covering termination for cause and convenience.	X	
Clear, Accurate, and Complete Specification A complete, adequate, and realistic specification or purchase description was available and included any specifications and pertinent attachments that define the items or services sought in order for the bidder to properly respond.	X	
Cost Plus Percentage of Cost This is not a cost plus a percentage of cost type contract.	X	
Written Record of Procurement History The file contains records detailing the history of this procurement. At a minimum, these records include: (1) Rationale for the method of procurement, (2) Selection of contract type, (3) Reasons for contractor selection or rejection, and (4) Basis for the contract price. Check "Not Deficient" if #3 & 4 are recorded.	X	
Evaluation of Options The option quantities or periods contained in the contractor's bid or offer were evaluated in order to determine contract award. (To be eligible for Federal funding, options must be evaluated as part of the price evaluation of offers, or must be treated as sole source awards.) If the contract does not contain options, check NA	X	
Written Record of Procurement History The file contains records detailing the history of this procurement. At a minimum, these records include: (1) Rationale for the method of procurement, (2) Selection of contract type, (3) Reasons for contractor selection or rejection, and (4) Basis for the contract price.	X	
Exercise of Options The grantee exercised an option on this contract adhering to the terms and conditions of the option stated in the contract and determined that the option price was better than prices available in the market or that the option was a more advantageous offer at the time the option was exercised. If an option was not exercised under this contract, check NA.		X
Out of Scope Changes The grantee amended this contract outside the scope of the original contract. The amendment was treated as a sole source procurement (complying with the FTA requirements for a justification, cost analysis and profit negotiation). If the contract was not modified or if all reviewed modifications were within the scope of the contract, check Not Applicable.		X
Advance Payment Provisions The contractor did not receive an advance payment utilizing FTA funds and the contract does not contain advance payment provisions or, if it did, prior written concurrence was obtained from FTA.		X
Progress Payment Provisions The contract contains progress payments based on costs incurred (as opposed to percent of completion, except that percent of completion may be used in construction contracts) and the contract contains a provision giving the grantee title to property (materials, work in progress, and finished goods) for which progress payments are made. The contract may contain other security in lieu of obtaining title. If the contract does not contain progress payments, check NA.		X

Time and Materials Provisions This is a time and materials contract; the grantee determined that no other type of contract is suitable; and the contract specifies a ceiling price. If this is not a time and materials contract, check NA.		X
Liquidated Damages Provisions This contract contains liquidated damages provisions and the assessment for damages is specified in the contract at a specific rate per day for each day of overrun in contract time. If this contract does not contain liquidated damages provisions, check NA		X
Clauses This contract contains the appropriate FTA required clauses. The contract clauses located in the Master Agreement should be used to determine the applicability of the clauses to the procurement type. FTA C 4220.1F, Appendix D, and The Best Practices Procurement Manual, Appendix A.1, can be used to determine the applicability of the specific language of a clause that a grantee may use.		X

Exhibit 4: SOLE SOURCE JUSTIFICATION FORM

For FTA funded procurements, procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check one:

- ☐ The item is available only from a single source (sole source justification is attached).
- ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).
- ☐ FTA authorizes noncompetitive negotiations (letter of authorization is attached).
- ☒ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).
- ☐ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

VCTC conducted extensive outreach to the tow industry in preparation for release of the Request for Proposals (RFP) for three highway segments (beats) for Freeway Service Patrol (FSP) tow vendors. The RFP was released on June 5, 2020. VCTC notified 45 tow vendors from around Ventura County and neighboring counties through a variety of methods, including direct mail (postcards), email, website posting, and newspaper print ad. Proposals were due on August 3, 2020, giving prospective proposers approximately 60 days to respond. VCTC held a pre-proposal conference, providing an opportunity for prospective proposers to ask questions and request clarification of requirements and selection process. The RFP is modeled after similar programs in Southern California and did not include any onerous or unusual requirements that would limit competition or participation from any number of firms.

As of the proposal due date, VCTC received one proposal in response to the RFP for Beat #1, from Platinum Tow & Transport. Staff conducted an analysis of Platinum's Beat 1 pricing and determined the underlying assumptions for each of the price categories were fair and reasonable. The same proposer also submitted a proposal for Beat #2 (one of two proposals received for Beat #2), and the other proposal received included a rate that was 20% higher than Platinum's rate. Staff requested FSP hourly rates from RFPs conducted by sister agencies in Southern California in the past year, and Platinum's hourly rate is within range of the average rates proposed by vendors in Los Angeles, Orange, Riverside, and San Bernardino Counties.

- ☒ Independent Estimate and Cost Analysis are attached.

Amanda L. Fagan

Signature

08/25/2020

Date

**STANDARD CONTRACT FOR
VENTURA COUNTY FREEWAY SERVICE PATROL BEAT #1
BY AND BETWEEN THE
VENTURA COUNTY TRANSPORTATION COMMISSION ACTING AS THE
VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
AND
PLATINUM TOW & TRANSPORT, INC.**

1. PARTIES AND DATE.

- 1.1 This Agreement is made and entered into as of 11th day of September, 2020, by and between the VENTURA COUNTY TRANSPORTATION COMMISSION acting as the VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("COMMISSION" or "VC SAFE") and PLATINUM TOW & TRANSPORT, INC., a California Chapter S Corporation, (referred to herein as "CONTRACTOR"). SAFE and CONTRACTOR are sometimes individually referred to herein as "Party" and collectively as "Parties".
- 1.2 The California Highway Patrol ("CHP") and California Department of Transportation ("Caltrans") are hereby expressly designated as third-party beneficiaries of CONTRACTOR's performance under this Agreement.

2. RECITALS.

- 21 **WHEREAS**, COMMISSION is a California County Transportation Commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code;
- 22 **WHEREAS**, COMMISSION is authorized, pursuant to Section 2550 et seq. of the California Streets and Highways Code, to act as SAFE for purposes of providing a motorist aid system, including provision of freeway service patrols;
- 23 **WHEREAS**, VC SAFE requires the services of a CONTRACTOR to provide the freeway service patrol professional services as described in the Scope of Services;
- 24 **WHEREAS**, VC SAFE has determined that CONTRACTOR is best qualified to perform the required services;
- 25 **WHEREAS**, the CONTRACTOR is able and willing to perform the required services under the terms and conditions of this Contract;
- 26 **WHEREAS**, COMMISSION is the short-range transportation planning agency for Ventura County, and programs federal, state, and local funds. COMMISSION has entered into a Memorandum of Understanding with Caltrans and CHP to fund peak period freeway service patrols on selected freeway segments in Ventura County; and
- 27 **WHEREAS**, Section 21718 (a) of the California Vehicle Code specifically authorized CHP to be responsible for freeway service patrols stopping on freeways for the purpose of rapid removal of impediments to traffic. Article 3, Section 91, of the Streets and Highways Code, states that Caltrans has responsibility to improve and maintain the state highways. Caltrans also has the responsibility for traffic management and removing impediments from the highways.
- 28 **NOW, THEREFORE**, for the consideration hereinafter stated, VC SAFE and CONTRACTOR agree as follows:

3. TERMS.

- 3.1 **General Scope of Services.** The purpose of the Freeway Service Patrol ("FSP") program is to provide for the rapid removal of disabled vehicles and vehicles involved in minor accidents

from the freeway. CONTRACTOR promises and agrees to furnish to VC SAFE all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the FSP services ("Services"). The Services are more particularly described in [Exhibit "B"](#), CONTRACTOR's proposal and price forms, and are attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the Exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations, and the SOP manual (as defined below).

3.1.1. **Contract Oversight.** Caltrans, CHP and VCTC will oversee the Services. All agencies will have responsibility for overseeing Service performance and ensuring that the CONTRACTOR abides by the terms of this Contract. CHP is responsible for dispatch services to incident locations within the CONTRACTOR's patrol limits. The dispatching will be done in accordance with this Contract. A Standard Operating Procedures ("SOP") manual will be provided to the CONTRACTOR explaining the types of incidents to which his/her operators may be dispatched. The SOP is updated or amended on a regular basis and CONTRACTOR is responsible to be familiar with the terms and conditions in the current SOP.

3.1.2. **Beat Descriptions.** The FSP will operate on selected freeway segments referred to herein as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. [Exhibit "A"](#) shows the specific limits, number of tow trucks, number of back-up trucks and hours of operation, and holidays for the CONTRACTOR's specific Beat. VC SAFE reserves the right to add or remove holidays to the work schedule, provided that VC SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or removal. Travel time to and from the beat will be at the expense of the CONTRACTOR.

3.1.3. **Change Orders.** At any time during the term of this Contract, VC SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services, or availability of funding, at no cost to VC SAFE. Adjustments may include reduction or increase in the hours of Services. VC SAFE may direct such adjustments during the course of this Contract through written change orders, signed by VC SAFE, setting forth any changes to [Exhibit "A"](#). Changes may include a change of the specified Beat(s) to other Beats that VC SAFE determines better serve the needs of VC SAFE, as well as changes to schedules and hours for the Beats set forth in [Exhibit "A"](#). If warranted, as determined in VC SAFE's sole discretion, and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP Drivers/trucks to locations outside the assigned Beat. Reassignments shall be at no cost to VC SAFE.

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

32 **Equipment Requirements.** CONTRACTOR shall comply with all equipment requirements outlined in [Exhibit "B"](#) and as outlined in the current SOP Manual.

- 33 **Commencement of Services.** The CONTRACTOR shall commence work upon receipt of a written Notice to Proceed from VC SAFE.
- 34 **Term.** The term of this Contract shall be for a period of three (3) years, from the first day of FSP service which is anticipated to commence on **Monday, December 14, 2020, through Friday, December 15, 2023**, unless earlier terminated as provided herein. After the initial Contract three-year plus two day term, at VC SAFE's sole discretion, VC Safe may renew this Contract for up to an additional two (2) year term, by providing written notice to CONTRACTOR no less than ninety (90) days prior to the end of the initial three-year term, indicating VC SAFE'S intent to renew the Contract. CONTRACTOR shall complete the Services within the term of this Contract and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract.
- 35 **VC SAFE's Representative.** VC SAFE hereby designates the VC SAFE Executive Director or their designee, to act as its Representative for the performance of this Contract ("VC SAFE's Representative"). VC SAFE's Representative shall have the authority to act on behalf of VC SAFE for all purposes under this Contract. VC SAFE's Representative shall also review and give approval, as needed, to the details of CONTRACTOR's work as it progresses. CONTRACTOR shall not accept direction or orders from any person other than the VC SAFE's Representative or his or her designee.
- 36 **CONTRACTOR'S Representative.** CONTRACTOR hereby designates Bill Paymard, President, to act as its representative for the performance of this Contract ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to act on behalf of CONTRACTOR for all purposes under this Contract. The CONTRACTOR's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract. CONTRACTOR shall work closely and cooperate fully with VC SAFE's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONTRACTOR's Representative shall be available to the VC SAFE staff at all reasonable times. Any substitution in CONTRACTOR's Representative shall be approved in writing by VC SAFE's Representative.
- 37 **Substitution of Key Personnel.** CONTRACTOR has represented to VC SAFE that certain key personnel will perform and coordinate the Services under this Contract. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval by VC SAFE's Representative. In the event that VC SAFE's Representative and CONTRACTOR cannot agree as to the substitution of the key personnel, VC SAFE shall be entitled to terminate this Contract for cause, pursuant to the provisions of Section 3.15. The key personnel for performance of this Contract are: Bill Paymard, President.
- 37.1. **Availability of CONTRACTOR's FSP Manager.** Except in the case of unpreventable circumstances, the CONTRACTOR's FSP Manager must be available at the CONTRACTOR's office for at least 50% of each Work Day to address time-sensitive issues related to this Contract or the Services, including, but not limited to, FSP administrative responsibilities; VC SAFE, CHP, and Caltrans requests; driver matters; and truck maintenance issues. CONTRACTOR shall, within 24 hours, notify VC SAFE of each circumstance causing the CONTRACTOR's FSP Manager not to be available as required herein. As used in this section, the term "Work Day" shall mean and refer to any day that FSP service is provided, during those hours of operation for FSP as identified on the attached [Exhibit "A"](#).
- 38 **Review of Work and Deliverables.** All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Contract may be

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

- 39 **Appearance at Hearings.** If and when required by VC SAFE, CONTRACTOR shall render assistance at public hearings or other meetings related to the performance of the Services.
- 3.10 **Standard of Care: Licenses.** CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Contract. CONTRACTOR shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR further represents and warrants to VC SAFE that its employees and subcontractors have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without reimbursement from VC SAFE, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to VC SAFE for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its subcontractors who is determined by VC SAFE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to VC SAFE, shall be promptly removed from performing the Services by the CONTRACTOR and shall not be re-employed to perform any of the Services.
- 3.11 **Opportunity to Cure.** VC SAFE may provide CONTRACTOR an opportunity to cure, at CONTRACTOR's expense, all errors and omissions which may be disclosed during performance of the Services. Should CONTRACTOR fail to make such correction in a timely manner, such correction may be made by VC SAFE, and the cost thereof charged to CONTRACTOR.
- 3.12 **Inspection of Work.** CONTRACTOR shall allow VC SAFE's Representative to inspect or review CONTRACTOR's performance of Services in progress at any time. VC SAFE/Caltrans/CHP also reserves the right to audit all paperwork demonstrating that CONTRACTOR participates in an employee alcohol/drug-testing program and the DMV Pull Notice Program.
- 3.13 **Laws and Regulations.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be solely liable for all violations of such laws and regulations in connection with Services. If the CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to VC SAFE, CONTRACTOR shall be solely responsible for all costs arising therefrom.

CONTRACTOR shall defend, indemnify and hold VC SAFE, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- 3.14 Damage Complaints.** Upon receiving a damage complaint from a motorist assisted by the CONTRACTOR, that the CONTRACTOR damaged their vehicle while lending assistance, the CONTRACTOR shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The CONTRACTOR shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification. If necessary, the CONTRACTOR shall send either CONTRACTOR'S Representative or his/her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the CONTRACTOR, the CONTRACTOR shall negotiate in good faith to resolve the issue and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

3.14.1. Complaint Review Committee. The FSP Technical Advisory Committee ("FSP TAC") is composed of voting members from CHP, VC SAFE and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee ("DCRC"). If the DCRC finds that justifiable complaints are not resolved within a reasonable time frame, it can recommend that payment to the CONTRACTOR in the amount of the damage claim may be deducted from the CONTRACTOR's monthly invoice.

3.15 Termination.

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

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

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

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

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

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

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

3.15.7. Waivers. CONTRACTOR, in executing this Contract, recognizes that the Services may be terminated, in whole or in part, as provided in this Section. CONTRACTOR shall not be entitled to any damages including, but not limited to, any compensation for costs incurred to procure vehicles, meet the terms for providing the Services, or for any other costs or expenses, and shall be deemed to have waived any and all claims for damages, costs or expenses which may otherwise arise from VC SAFE's termination of this Contract, for convenience or cause, as provided in this Section.

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

3.16 Trend Meetings. CONTRACTOR shall attend, or send a designated management-level representative, to all trend meetings (i.e. required FSP TAC meeting which meets no more than monthly). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the CONTRACTOR. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify VC SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. The FSP Management Team schedules the meetings and will provide notification of the meeting to CONTRACTOR at least seven (7) calendar days prior to the meeting.

3.17 Fees and Payment.

3.17.1. Contract Not To Exceed Amount. Services satisfactorily performed hereunder, VC SAFE shall pay the CONTRACTOR on a fixed unit rate basis a ceiling price NOT TO EXCEED ONE MILLION TWO THOUSAND AND THREE HUNDRED DOLLARS AND NO CENTS (\$1,002,300.00), which includes TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) for Extra Work pursuant to [Section 3.17.13 "Extra Work"](#).

3.17.2. Maximum Payment is the Ceiling Price. VC SAFE shall not be obligated to pay costs which exceed the ceiling price set forth above, except as provided in Sections 3.15 and 3.17.13. CONTRACTOR agrees to use its best efforts to perform the services and all obligations under this Contract within such ceiling price.

3.17.3. Hourly Rate; Break and Meal Periods. For its performance of the Services, the CONTRACTOR shall be paid for labor expended directly in the performance of the Services at the rates specified below. Payments shall be made monthly in arrears based on Services provided and allowable incurred expenses. The CONTRACTOR shall not

be entitled to reimbursements for any expenses unless approved in advance in writing.

SCHEDULE OF RATES

All rates provided below are per hour per Driver. CFSP is an acronym for Construction FSP.

Classification	Year 1	Year 2	Year 3	Option Year 4	Option Year 5
Regular Rate	\$88.00	\$92.00	\$95.00	\$100.00	\$105.00
CFSP/Extra Work Rate	\$92.00	\$96.00	\$101.00	\$105.00	\$109.00

A. Hourly rates may be adjusted as set forth in the FSP SOP Manual, the chapter on Violations/Penalties.

B. CONTRACTOR is responsible for compliance with all California labor laws related to break periods and meal periods including, but not limited to, compliance with Labor Code section 512. CONTRACTOR shall be solely responsible for any additional pay to which its drivers may be entitled for CONTRACTOR's failure to comply with the California labor law requirements.

C. During shifts that require Drivers to be provided a 30-minute meal period break pursuant to Labor Code section 512, CONTRACTOR shall either make arrangements for another FSP-certified Driver to provide Services during those breaks or not be compensated for each 30-minute meal period break during which Services are not provided. In no case shall CONTRACTOR be entitled to bill VC SAFE for time during which a Driver is taking a meal period break.

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

3.17.5. Cost Principles.

A. CONTRACTOR agrees to comply with 2 CFR, Part 225, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. CONTRACTOR agrees that 1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual cost items, and 2) CONTRACTOR shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which CONTRACTOR has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by CONTRACTOR to VC SAFE. Should CONTRACTOR fail to reimburse moneys due VC SAFE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, VC SAFE is authorized to intercept and withhold future payments due CONTRACTOR from VC SAFE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

3.17.6. Fines. Fines for starting late; leaving early; taking more breaks than authorized; or being ordered out of service by a CHP, VC SAFE Representative or Caltrans supervisor for Contract infractions, shall be deducted from the CONTRACTOR's monthly invoice at

three(3) times the hourly rate. Fines may be further described in the attached [Exhibit "C"](#).

3.17.7. Accounting System. CONTRACTOR and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of CONTRACTOR and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

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

Attn: Andrew Kent, FSP Program Analyst

Email: fsp@goventura.org

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

3.17.9. Right to Audit. For the purpose of determining compliance with this Contract and other matters connected with the performance of CONTRACTOR's contracts with third parties, CONTRACTOR and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to CONTRACTOR. VC SAFE, the State of California acting through the Department of Transportation or its duly authorized representative, the California State Auditor, or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and CONTRACTOR shall furnish copies thereof if requested.

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

3.17.11. Travel and Subsistence. Payments to CONTRACTOR for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then CONTRACTOR is responsible for the cost difference and any overpayments shall be reimbursed to VC SAFE on demand.

3.17.12 Employment Adverse to the VC SAFE. CONTRACTOR shall notify VC SAFE, and shall obtain VC SAFE's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against VC SAFE during the term of this Contract.

3.17.13. Extra Work. At any time during the term of this Contract, VC SAFE may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by VC SAFE to be necessary for proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of the execution of this Contract and was not included in the Scope of Services. Extra Work, if any, shall be reimbursed at the hourly rate in the "CFSP/Extra Rate" line item and the appropriate year, as identified in Section 3.17.3. CONTRACTOR shall not perform, nor be compensated for Extra Work without obtaining authorization in the form of a written Extra Work Order issued by VC SAFE's Representative. For instance, CFSP is a service provided during highway construction and is considered Extra Work. CONTRACTOR shall provide Extra Work only when an Extra Work Order has been issued and signed by VC SAFE's Representative. No compensation or reimbursement for Extra Work shall be paid if it is not authorized by VC SAFE. Extra Work less than \$50,000 may be approved in writing/email by VC SAFE's Executive Director. All Extra Work in a cumulative total in excess of \$50,001, must be approved by the VC SAFE Commission, prior to executing a Contract Amendment.

A. If a tow operator is scheduled for Extra Work and it is notified of a cancellation with LESS than a 24-hour notice – then the tow operator will be reimbursed for three (3) hours of the agreed upon contract hourly rate. Note: The minimum of the three (3) hours should cover eight hours of the drivers' hourly wage. Starting with "Less than a 24-hour cancellation notice" up to the time the tow operator is on the assigned Extra Work Beat, the "three contract hour cancellation rate" remains the same. Once the tow operator is on the Extra Work Beat, the cancellation policy changes.

B. If a tow operator begins the Extra Work (the truck is on the Beat) and is then notified that Extra Work has been cancelled, the FSP Driver will be paid for the entire shift period up to a maximum of eight (8) hours. A shift period for this policy is defined as: the time period of the actual Extra Work shift assigned or for a maximum of eight (8) contract hours, whichever is less.

C. The supervising FSP CHP Officer for the Extra Work shift will make the final determination as to whether or not the tow operator will continue to work the Extra Work shift. Regardless, the tow operator will be reimbursed for the original shift period or a maximum of eight (8) hours, whichever is less.

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

318 Delay in Performance.

3.18.1 Excusable Delays. Neither Party shall be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or

delayed by an Excusable Delay. Should CONTRACTOR be delayed or prevented from the timely performance of any act or Services required by the terms of the Contract by an Excusable Delay, CONTRACTOR's schedule for completion of tasks affected by such delay may be extended as set forth in Section 3.18.2. But in every case, CONTRACTOR's failure to perform must be reasonably beyond the control, and without the fault or negligence of the CONTRACTOR. Excusable Delays are acts of God or of the public enemy, acts or omissions of VC SAFE or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

3.18.2 Written Notice. If CONTRACTOR believes it is entitled to an extension of time due to conditions set forth in Section 3.18.1, CONTRACTOR shall provide written notice to the VC SAFE within seven (7) working days from the time CONTRACTOR knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of CONTRACTOR to provide such timely notice shall constitute a waiver by CONTRACTOR of any right to an excusable delay in time of performance.

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

319 Status of CONTRACTOR/Subcontractors.

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

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

3.19.3 Subcontracting. CONTRACTOR shall not subcontract any portion of the work or Services required by this Contract, except as expressly stated herein, including the Scope of Services, without prior written approval of the VC SAFE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. VC SAFE shall have no liability to any subconsultant(s) for payment for services under this Contract or other work performed for CONTRACTOR, and any subcontract entered into by CONTRACTOR pursuant to the conduct of services under this Contract shall duly note that the responsibility for payment for the technical services or any other work

performed shall be the sole responsibility of CONTRACTOR.

320 Non-Expendable Equipment. CONTRACTOR will maintain an inventory of all non-expendable equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with funds provided pursuant to this Contract.

321 Ownership of Materials and Confidentiality.

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

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

322 Indemnification. CONTRACTOR shall indemnify and hold VC SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, contractors, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of, or incident to, any acts, omissions, or willful misconduct of the CONTRACTOR, its officials, officers, employees, agents, consultants, contractors and subcontractors arising out of or in connection with the performance of the Services or this Contract, including without limitation, the payment of all consequential damages and other related costs and expenses. CONTRACTOR shall defend,

at CONTRACTOR's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against VC SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, contractors, consultants, employees, and volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against VC SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse VC SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, consultants, employees, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CONTRACTOR, VC SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers.

323 Insurance.

- 323.1. At the CONTRACTOR's sole expense, CONTRACTOR shall procure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, carriers, representatives, employees or subcontractors.
- 323.2. The CONTRACTOR shall deliver to VC SAFE prior to an issuance of a Notice to Proceed, evidence of insurance in a form acceptable to VC SAFE, including certificates of insurance and required endorsements, as specified by VC SAFE. All insurance policies shall cover CONTRACTOR, its agents, carriers, representatives, employees or subcontractors. If requested in writing by VC SAFE, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by VC SAFE. All insurance policies shall be written with insurance companies licensed to do business in the State of California and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the VC SAFE. The CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.
- 323.3. **Self-Insured Retentions.** Any self-insured retentions must be declared to and approved by the VC SAFE. The VC SAFE may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or VC SAFE.

323.4. Minimum Requirements.

- A. **Commercial General Liability Insurance (CGL).** CONTRACTOR shall maintain, at its cost CGL Insurance coverage for the use and operation of all trucks of two million dollars **(\$2,000,000)** per occurrence.
- B. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- C. If evidence of CGL and AL is provided on a Garage Liability policy, the Broadened Coverage - Garages endorsement (CA 25 14) must be endorsed to the policy. CONTRACTOR shall cause the Ventura County Transportation Commission, the VC

SAFE, and its officers, commissioners, members, officials, employees, agents and volunteers to be named an additional insured under all such policies.

D. In addition, CONTRACTOR shall keep in full force, at all times during the life of the contract, insurance coverage meeting minimum requirements as follows:

1. **CGL.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury.

2. **Comprehensive Auto Liability.** Must include the following endorsements:

a. Any autos; hired-car coverage; employers non-owned auto coverage; and five million dollars (**\$5,000,000**) coverage;

b. The policy shall not contain a radius restriction of less than fifty (50) miles; and

c. One hundred thousand dollars (**\$100,000**) motor cargo insurance or on hook liability.

3. **INTENTIONALLY LEFT BLANK.**

4. **Workers' Compensation and Employers' Liability.** Statutory limits for workers' compensation and employers' liability insurance with a limit of no less than one million dollars (**\$1,000,000**) per accident for bodily injury, and for bodily injury for disease, one million dollars (**\$1,000,000**) policy limit/one million dollars (**\$1,000,000**) for each employee.

3.23.5. **Endorsements.** The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

A. The VC SAFE, its officers, commissioners, members, officials, employees, agents and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the CONTRACTOR's insurance policy, or as a separate owner's policy.

B. For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respect to the VC SAFE, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the VC SAFE, its officers, commissioners, members, officials, employees, agents and volunteers, shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3.23.6. General Provisions

A. **Higher Limits.** The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the CONTRACTOR maintains higher limits than the minimums shown below, the VC SAFE shall be entitled to coverage for higher limits maintained by the Proposer.

B. **Waiver of Subrogation.** CONTRACTOR hereby grants to the VC SAFE a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the VC SAFE by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the VC SAFE has received a waiver of subrogation endorsement from the insurer.

C. **Enforcement.** VC SAFE may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or

maintain any insurance coverage required, VC SAFE may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude VC SAFE from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- D. **No Waiver.** Failure of VC SAFE to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- E. **Special Risks or Circumstances.** VC SAFE, acting through its Executive Director, reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, as determined by the Executive Director to be in the best interests of VC SAFE.

324 Prohibited Interests.

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

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

3.24.3 **Conflict of Employment.** Employment by the CONTRACTOR of date of execution of this Contract, where this employment is caused by, and or dependent upon, the CONTRACTOR securing this or related Contracts with VC SAFE, is prohibited.

325 **Equal Opportunity Employment.** CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, denial of family and medical care leave, or denial of pregnancy disability leave. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.): The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall include the provisions of this Section in all of CONTRACTOR's subcontracts with respect to work under this Agreement, unless exempted

by the Regulations. CONTRACTOR shall also comply with all relevant provisions of VC SAFE's Minority Business Enterprise program, Affirmative Action Plan, or other related VC SAFE programs or guidelines currently in effect or hereinafter enacted.

326 Right to Employ Other Contractors. VC SAFE reserves the right to employ other contractors in connection with the Services.

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

328 Venue. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in Ventura County, California. The Parties agree that the venue for any action or claim brought by any Party will be the Central District of Ventura County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Central District of Ventura County.

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

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

331 Notices. All notices hereunder and communications regarding Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

	CONTRACTOR	VC SAFE
Company Name	Platinum Tow & Transport, Inc.	Ventura County SAFE
Representative's Title	President	FSP Program Analyst
Address	938 Verdulera Street	950 County Square Dr., Ste. 207
City, State & Zip	Camarillo, CA 93010	Ventura CA 93003
Attention	Bill Paymard	Andrew Kent
Representative's Email	bill@platinumtow.com	fsp@goventura.org

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

332 Electronic Delivery of Agreement. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of the Agreement for all purposes.

333 Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. An Administrative Amendment may be approved by VC SAFE's Executive Director, if the Amendment does not change the Contract's term, or if the increase to the Contract does not exceed \$50,000. An Amendment that changes the project term or increases the NTE amount more than \$50,001, must be approved by the VC SAFE Commission.

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

335 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall

continue in full force and effect.

- 336 **No Waiver.** Failure of CONTRACTOR to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.
- 337 **Eight-Hour Law.** Pursuant to the provisions of the California Labor Code, not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless CONTRACTOR or the Services are not subject to the Eight-Hour Law. CONTRACTOR shall forfeit to VC SAFE as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless CONTRACTOR or the Services are not subject to the Eight-Hour Law.
- 338 **Subpoenas or Court Orders.** Should CONTRACTOR receive a subpoena or court order related to this Agreement, the Services or the Project, CONTRACTOR shall immediately provide written notice of the subpoena or court order to the VC SAFE. CONTRACTOR shall not respond to any such subpoena or court order until notice to the VC SAFE is provided as required herein and shall cooperate with the VC SAFE in responding to the subpoena or court order.
- 339 **Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.
- 340 **Counterparts.** This Agreement may be signed in one or more counterparts, any one of which shall be effective as an original document.
- 341 **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.
- 342 **Conflicting Provisions.** In the event that provisions of any attached Exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. In the event the standards set forth in this Agreement conflict with the standards set forth in any exhibit hereto, the higher standard shall govern.
- 343 **Attorneys' Fees and Costs.** If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a Party hereto and payable under Section 3.21, Indemnification.
- 344 **Consent.** Whenever consent or approval of any Party is required under this Contract, that Party shall not unreasonably withhold nor delay such consent or approval.
- 345 **Force Majeure.** CONTRACTOR shall not be in default under his Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides and fires, or other catastrophic events, which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other

catastrophic events” does not include the financial inability of CONTACTOR to perform or failure of CONTACTOR to obtain either any necessary permits or licenses from other governmental agencies, or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONTACTOR.

346 **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

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

**VENTURA COUNTY TRANSPORTATION
COMMISSION ACTING AS THE VENTURA
COUNTY SERVICE AUTHORITY FOR
FREEWAY EMERGENCIES**

PLATINUM TOW & TRANSPORT, INC.

By: _____

Claudia Bill-De La Peña, Chair

By: _____

Bill Paymard, President

APPROVED AS TO FORM:

ATTEST:

By: _____

Steven T. Mattas, General Counsel

By: _____

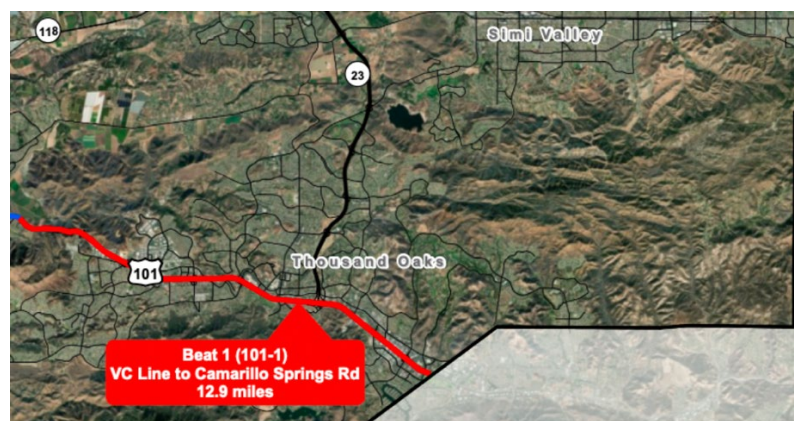
VENTURA COUNTY SAFE BEAT 1 DESCRIPTION, MAP AND HOURS/DAYS OF OPERATION

Beat #	Beat Description	Beat Length in Miles	# Primary Trucks in AM & PM	# Back-Up Tow Trucks
1	US-101 from Ventura/Los Angeles County line to Camarillo Springs Rd.	12.9	2	1

The total annual FSP hours for the a.m. and p.m. shifts, are on average **1,786 hours** for each Tow Truck/Driver, for Beat 1, per year. FSP will be provided Monday through Friday from 6:00 a.m. to 9:00 a.m., and from 3:00 p.m. to 7:00 p.m., with the exception of the following holidays. The holidays below that show a decrease of three hours (-3) indicates that the CONTRACTOR shall **NOT** provide morning FSP service on that holiday, but **WILL** provide afternoon FSP service. A "0" indicates that the holiday falls on a weekend and does not alter the FSP Monday through Friday schedule. Holidays in **gray** are not in the contract period.

Holiday (Day)	2020	2021	2022	2023	Comments
Mon-Fri Annual Hours	98	1,827	1,820	1,771	# of M-F days X 7 FSP hours @ day
New Year's Day (varies)		-7	0	0	Falls on Sat in 2022; Sun in 2023
Martin Luther King Jr. (Mon)		-3	-3	-3	No a.m. FSP
Presidents' Day (Mon)		-3	-3	-3	No a.m. FSP
Memorial Day (Mon)		-7	-7	-7	No FSP
July 4 th (varies)		0	-3	-7	Falls on Sun 2021; on Mon in 2022 so NO a.m. FSP in 2022
Labor Day (Mon)		-7	-7	-7	No FSP
Veterans Day (varies)		-7	-3	0	Falls on Fri in 2022, so NO a.m. FSP in 2022; Falls on a Sat in 2023
Thanksgiving (Thurs)		-7	-7	-7	No FSP
Day after (Friday)		-7	-7	-7	No FSP
Christmas (varies)	-7	0	0		Falls on Sat in 2021; Sun in 2022
Hours for @ Truck @ year	91	1,779	1,780	1,709	Total Contract Hrs. @ Truck: 5,359

In addition to the above service hours, at the discretion of VCTC and the CHP, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). VCTC may also alter the schedule to accommodate "summer traffic." CONTRACTORS will be notified at least seven (7) calendar days prior to when FSP service hours are altered due to when certain holidays fall on the calendar. This additional service may vary from year to year.



**VENTURA COUNTY SAFE
PLATINUM TOW & TRANSPORT, INC.
BEAT 1 PROPOSAL AND PRICE PROPOSAL**

PLATINUM

tow & transport



VCTC FSP Proposal

Beat 1

PLATINUM TOW & TRANSPORT

938 Verdulera St. • Camarillo, California 93010 • PH 805.987.3345 • FX 805.987.3133

Mailing Address: P.O. Box 3410 • Camarillo, California 93011-3410

www.platinumtow.com

Executive Summary

Platinum Tow and Transport Inc
938 Verdulera St.
Camarillo, CA 93010

Los Angeles FSP Regional Yard:
910 North San Fernando Rd
Los Angeles, CA 90065

Westlake Village Location:
31166 Via Colinas
Westlake Village, CA 91361

Oxnard Location:
751 East Wooley Rd
Oxnard, CA 93030

Platinum Tow and Transport Inc. was founded in October of 2001. A single tow truck was purchased to compliment a struggling tire store. What started with a single tow truck has grown into a fleet of 72 tow trucks today. Needless to say, the tire store is long gone! Platinum Tow and Transport Inc. is a Chapter S corporation in the State of California.

We currently operate four locations in the cities of Westlake Village, Camarillo, and Oxnard. These locations handle every day tow business with our law enforcement partners, and customers. Our fourth location in Downtown Los Angeles serves as home for our Regional Freeway Service Patrol Program.

All four of our locations are staffed with Employees for only that location. We help each other as needed. Each location also has its own Manager. Our Camarillo location serves as headquarters for the entire company. Current amount of Employees for each location are as follows: Camarillo- 9, Oxnard - 21, Westlake Village- 11, Downtown LA-16.

The services we provide include, light, medium, and heavy duty towing. Additional services we provide include lowbed and lowboy service, equipment and bus transport and towing, as well as 48 state trucking. In our fleet is one specialized enclosed tow truck for exotic cars. Our firm is registered with the U.S. Department of Transportation.

Platinum Tow and Transport Inc. has been a law enforcement contractor since 2002. Our primary service area covers both Los Angeles and Ventura Counties. We have several contracts in place with both municipal and private agencies. The customers we service include: Los Angeles Metropolitan Transit Authority (Metro), The Auto Club of Southern California (AAA), Los Angeles World Airports (LAWA), and many law enforcement partners. Our law enforcement partners consist of The California Highway Patrol, Ventura County Sheriff's Department, Thousand Oaks Police Department, Camarillo Police Department, Oxnard Police Department, Port Hueneme Police Department, and California State University Channel Islands Public Safety Department. Platinum Tow and Transport Inc. is the current evidence contractor

for The California Highway Patrol, Ventura and Moorpark office, county wide evidence tow for the Ventura County Sheriff's Department, as well as the evidence tow for Port Hueneme Police Department.

Some of our unwritten business includes auto dealerships, collision centers, automotive and truck repair shops, companies with fleets of vehicles, rental companies, and auctions. We have had steady and continuous growth over the years providing the best possible service to all of our customers.

It is our goal as a contractor to perform the scope of work with the highest possible performance and integrity. We have never breached, been terminated or banned from bidding on a contract. In fact our firm has been re-awarded contracts several times with our contracted agencies.

Beat 1 would be operated from our Camarillo location located at 938 Verdulera St., Camarillo, CA 93010. Our location is approximately 6.5 miles away. Our Westlake Village shop is closer, located at 31166 Via Colinas, Westlake Village, CA 91362, approximately 1.3 miles to the start of Beat 1. Since we are also placing a bid on Beat 3, we do not have enough room to house both beats at the WLV location.

1. Qualifications, Related Experience and References

Platinum Tow and Transport Inc is a current FSP contractor with the Los Angeles Metropolitan Transit Authority. Our firm has been a continuous FSP contractor with Metro since 2007. Since this time, the core scope of work performed on the Freeway Service Patrol has remained the same. Some slight changes have taken place with equipment and Standard Operating Procedure guidelines. The real big change came with the administrative fines imposed on non-performing contractors and operators.

Our Freeway Service Patrol experience dates back from 2004 to current. We have been awarded a total of six Freeway Service Patrol contracts. Our experience tells us that providing a positive work environment for our employees, following the guidelines given in the standard operating procedure, and providing excellent service to motorist stranded along the Ventura Freeway system equal the "recipe to success", for a Freeway Service Patrol Contractor. Let us share our experience.

Platinum Tow and Transport Inc. received its first Freeway Service Patrol Contract in 2004. Our First Freeway Service Patrol (FSP) contract came the way of Caltrans, during the construction of the Santa Clara River Bridge in Ventura, California. The contract ended in 2006. The contract was for two dedicated trucks and a backup truck. Service hours were from 6 a.m. to 7p.m., Monday to Friday, with one midday truck on the beat from, 10:00a.m. To 3:00p.m. Weekend service was provided from 10:00a.m. to 6:00 p.m. both Saturday and Sunday. Our contract was supervised by the California Highway Patrol Ventura Office. Various Caltrans Project Managers had been assigned. We provided the scope of work as listed in the contract. The scope of work was identical to the services provided by the Los Angeles Metro Freeway Service Patrol program.

In 2007, Platinum Tow and Transport Inc. was awarded contract FSP7-07, with the Los Angeles Metropolitan Transit Authority (Metro). This would be our first contract with Los Angeles Metro's

Freeway Service Patrol program. The scope of work in the contract was to provide freeway service patrol along the 101 freeway, from De Soto Avenue, to Coldwater Canyon Blvd. The contract required four dedicated trucks and one backup truck. The hours of service for this beat started at 6:00a.m. To 7:00 p.m. Monday to Friday, and Saturday and Sunday from 10:00am to 6:30p.m. During peak hours four trucks patrolled the beat from 6:00am to 10:00am, and 3:00m. To 7:00pm. The contract provided for one midday truck from 10:00am to 3:00pm. Weekend service was also limited to one truck. Service provided to the motoring public included towing off the freeway, to a drop zone, up to one gallon of fuel, tire changes, jump starts, and lock outs. The original contract had a term of three years. However, we performed service for FSP7-07 for five years. The contract extension ended in 2012.

Our second contract with L.A. Metro came in 2010. Contract FSP10-33 was awarded to provide FSP service along the 118 freeway from Rocky Peak Rd, to the 210 freeway at Mc Clay Ave. FSP10-33 was for a term of 42 months. This contract would be performed concurrently with FSP7-07. The scope of work and hours of service was identical to FSP7-07. The contract required four trucks with one back up truck. The hours of service are the same. The service to the Los Angeles motoring public would be the same as FSP7-07. We received seven contract extensions for an additional eighteen months. The Contract ended in 2015.

Upon the completion of FSP7-07, Platinum Tow and Transport Inc would be awarded contract FSP12-29. Service would be provided along the 101 freeway from Lindero Canyon Rd to De Soto Ave. The contract would require four dedicated trucks and one back up truck. The hours of service would be the same as FSP7-07. The only difference would be a second midday truck operating from 10:00am to 3:00pm. FSP 12-29 would also be performed concurrently with FSP10-33. The original contract would be for 36 months. The services provided would be the same as FSP7-07 and FSP10-33. One extension was given for six months. The contract would end in 2016.

In 2014, we had been awarded FSP Contract 14-42. Service for this contract would be provided along the 5 freeway from Roxford Ave. to Lake Hughes Blvd. Unlike the previous contracts, FSP14-42 would require three trucks with one backup truck. The hours of service would be the same for peak, midday and weekend hours. This contract would be performed concurrently with FSP12-29. Services to the motoring public would be the same as previous FSP contracts. The contract term was for 36 months. We are currently on a second extension set to expire on July 31, 2019.

With the completion of FSP12-29 Platinum Tow and Transport Inc would be re-awarded FSP Beat 29 on contract FSP3470600B29. This new contract would mark some significant changes to the FSP program. Most of the beats in the solicitation would have one less truck than previous contracts. The living wage rate would be included in this contract. Small Business Enterprise (SBE) participation would also be basis of award. The scope of work and hours of service would stay the same. The contract would be performed concurrently with FSP14-42. FSP3470600B29 is set to expire in May of 2020.

We have been part of the Los Angeles Metropolitan Transit Authority Freeway Service Patrol (FSP) program since 2007. Our Company was awarded a second FSP contract in 2010. We have continuously operated two FSP beats until current. Our Success in the program has come from hiring quality FSP

Operators (Drivers), compensating our Operators with a competitive salary, and providing the best equipment possible to our staff.

In 2018, the Los Angeles County Metropolitan Transit Authority offered two Regional FSP contracts. The regions were known as Region 1 and 2. Region1 is located in Southern Los Angeles County near the Orange County areas, and Region 2 covers most of the freeways in the Downtown Los Angeles region. Our company was awarded the region 2 in 2019. We started the project in May of 2020. The region totals six beats and twenty-five trucks. This is the largest FSP contract ever awarded by the Los Angeles Metropolitan Transit Authority.

As of today, we are the largest single FSP contractor for Los Angeles MTA. We operate a total of eight beats. Two of the beats are existing, and six with the way of the regional contract. We operate 33 vehicles and employ 24 Drivers.

Much of our success over the years while operating the Freeway Service Patrol program came the way of having quality personnel. We recruit and strive for an FSP Operator who is neat, organized and responsible. The requirements demand this type of individual. FSP Tow Operators must arrive early to inspect and document the vehicle being deployed for the shift. The vehicle must be clean before leaving the yard. Uniforms, appearance, and personal hygiene must meet our acceptable standard. Our Operators very seldom need to be reminded of our values. Operators which need to be reminded of these standards on a regular basis have not lasted very long in our organization. Regardless of the quality of the Operators, Contractors, can never turn a blind eye to the FSP program.

The successful work place environment for FSP Tow Operators must have the culture of a Team. This has worked well for us by reducing turn over and creating long term employment. The Team Members must realize that aside from the camaraderie, the scope of work must be performed at the highest level.

Allowing the Operators in our organization the ability for decision making has netted some long term Employees. When the Contractor does not listen, it can prove costly. It did for us. We asked for truck chassis input during the FSP 2012 contract award. We decided to use a different chassis than selected by our Operators. Mitsubishi Trucks introduced a cab over, four cylinder tow truck chassis that showed to be great on fuel mileage. The price was right and many contractors purchased these trucks. The emissions systems in these trucks had been faulty from the factory. The trucks would remain at dealerships for weeks sometimes month for technicians to figure out how to repair them .Needless to say, we have since never re-ordered these trucks as part of our fleet. We should have listened to our Operators on the front line. On a side note, these Operators are still employed with us!

Included in this Bid package you will receive copies of business license over the last five years. Attached you will also see proof of insurance copies. Our firm has never been suspended, terminated or barred from any contract. Our Motor Carrier permit is also included.

Our Current financial condition is above average based on the recent pandemic and climate in the country. We have not missed or been late in any financial obligations ever as a company. We work with a local bank for our day to day banking and financial needs. Our equipment financing comes from two of the largest equipment finance companies in the nation. We have a credit line for trucks with Santander USA, as well as TCF Equipment. Both credit lines have sufficient amounts available for financing of up to \$2.5 million dollars. Each truck for this RFP will have a cost at or around \$125,000.

Like many FSP programs, the fines or docs for violations can become very expensive. As an organization we believe we can perform the service at the highest level. We believe we can achieve this while not receiving fines that will reduce our income. Most of our Management team comes with FSP experience.

Proposed Staffing and Project Organization

In total, Platinum Tow and Transport Inc. employs a staff of 57 Drivers, and 6 office and support personnel. The majority of our staff has been employed with the company for multiple years. We expect to hire at least 3 new Drivers, per beat, if we are selected and awarded the FSP VCTC contract. With the amount of current Drivers on staff, we are able to service and maintain our contracts and customers aside from Freeway Service Patrol program. The amount of Drivers we staff also allows us the ability to have adequate backup Drivers for FSP in the event emergency staffing is needed. We believe that with the wage schedule established in this RFP along with the benefits that we provide such as health insurance, quarterly wage promotions, and paid vacation would make for good terms for hiring additional FSP Operators.

Below you will find brief resumes and job descriptions of our management team.

Bill Paymard, President/Owner, duties include regular visits to each of the Platinum Tow and Transport locations. Attend contractor meetings with the various municipal agencies and law enforcement partners. Will be available to take phone calls and address concerns during FSP hours. Present during any absence of any Manager. Discuss daily operations with Manager and make changes as needed. Other duties include human resources, outside sales, and daily decision making. Bill is also FSP certified and periodically will cover an FSP shift if needed. Shall serve as "key" for the VCTC contract.

Miriam Carlos, Assistant to Bill Paymard

Miriam has been employed at Platinum Tow & Transport Inc since 2012. Originally hired to perform daily book keeping and dispatching today she serves as Assistant to Bill Paymard with the ability to make decisions on behalf of the company.

Additional duties include the handling of day to day operations, FSP billing, ordering FSP supplies, knowledge of the FSP program, accounts receivable and payable, supervision of dispatchers, and preparing schedules for Drivers and various other tasks. Miriam reports directly to the Owner of any issues or concerns.

Raul Flores, Oxnard Location Manager

Raul has been employed at Platinum Tow & Transport Inc since 2007. He first started as an FSP Driver. In 2015 he was appointed to Manager. Raul has extensive FSP and Towing Manager experience. Raul will have an active Manager role if we are selected for the VCTC FSP program.

Duties include handling of day to day operations, regular meetings with Drivers, handling of paperwork and information. Inspection of trucks and equipment to identify causes for concern. Prepares daily reports to the Owner of any issues or concerns.

Pamela Lopez, Westlake Village Location Manager

Pamela has been employed at Platinum Tow & Transport Inc since 2016. Her first position was as a Dispatcher. In 2019 she was promoted to Manager of the WLV location.

Duties include handling of day to day operations, scheduling, preparation of paperwork, dispatch, and quality control. Prepares daily reports to the Owner of any issues or concerns.

Larry Albrecht, Regional FSP Program Manager for our Regional FSP area in DTLA. Larry has been at Platinum Tow and Transport Inc since 2019. Prior to joining Platinum, Larry, was employed as an Officer with the California Highway Patrol overseeing the Los Angeles Freeway Service Patrol. He spent 30 years on the force.

Tasks include the handling of day to day FSP operations for the Los Angeles contract, executing and understanding of the FSP Regional scope of work, implementing and understanding of the FSP regional Standard Operating Procedure, interaction with CHP units in the program, attend contractor meetings, review of daily paperwork, Operator check list and scantron, scheduling, submitting payroll to main office, inspecting vehicles, direct supervisor to the work force, certified to cover shifts if needed, and most human resource issues. Prepares daily reports to the Owner of any issues or concerns. There are two underlying Managers working under his supervision.

Although Larry will not have roll in the Freeway Service Patrol program with VCTC. He will be available as needed to answer questions and lend support. Since OJT is required for all Operators on the VCTC contract, it will be coordinated with Larry.

Project Approach/Work Plan

The Primary function of the Freeway Service Patrol is to reduce congestion and help cut down on travel time on a very busy freeway system. Our goal is to keep the freeway and motoring public moving! The Freeway Patrol Service provides cost free emergency road service to motorist who become broken down or stranded on the Ventura County freeways.

The services related to this project are very similar to the services we have been providing to the motorist of Los Angeles County since 2007. We provide tows, to the nearest drop location, provide one

gallon of gasoline or diesel to motorist who run out of fuel, jump start vehicle that need to be started, unlock vehicles if a motorist becomes locked out, change tires on vehicles with flats, blow outs, or tire related issues. The program has only allowed service for vehicles under 6000 pounds. The Freeway Service Patrol works very closely with the California Highway Patrol to clear lanes of vehicles that have been involved in accidents or blocking lanes, due to mechanical failure.

Our experience tells us that the motorists we service on the freeways must be treated like customers. Although the service is free of charge, the motorist should feel as if they received a premium service. Ultimately it is the tax payer dollars from the motorist that fund the program

Quality FSP Operators is the most important piece to the program. The Operator goes out and becomes the front line and face to the program. When we interview a potential new hire for the program, we are looking for two things. Is this person pleasant, and does this person have the ability to communicate. The majority of the time, we are reaching people at the most vulnerable time, stranded on the freeway. It is important for an Operator to calm the person and realize that we have arrived to help. Having the ability to communicate is key. The Operator must listen and communicate to the Motorist of what help is needed and will be provided.

Upon receiving a notice to proceed, execution for the VCTC FSP Program will start with the recruitment and hiring of approximately 3 Operators per beat. Help wanted ads shall be placed onto on-line services such as Indeed. Craigslist will also be used to recruit Operators. We would assume that Operators who are working on other contracts in the area may apply for a position. Preference will be given to those Operators who meet our standards. Operators who are new to the program will then attend the CHP background and training class. Once the New Operator completes the training class, they will receive on the job training. Also, each Driver will receive the following: New Uniforms, FSP Safety Vest (2), FSP ball cap, safety glasses, and brass name tag for the FSP vest.

With the hiring process, a Beat leader will be selected to serve as a Supervisor for the beat. The Beat Leader shall be a, working on the beat, Supervisor. Responsibilities will include confirming all the necessary equipment is in good working order, handling of paperwork, cleanliness of equipment, and reporting back to Management of any issues or concerns. It will also be the responsibility of all the Beat Leader to check the grooming standard of FSP Operators. The grooming standard must meet or exceed the standard as listed in the FSP Standard Operating Procedure.

Tow Operators shall be assigned to Beats and the vehicle assigned. There will not be any leap frogging for FSP Tow Operators. The FSP Tow operator will complete the shift based on the required hours of service given in the scope of work.

Tow Operators shall follow the listed times of duty as provided by VCTC. Operators shall be scheduled to report for duty thirty minutes prior to shift. Inspection of the vehicle and equipment must be completed prior to leaving the yard for deployment to the beat. Beat Leaders must then confirm and initial the information provided.

Back up Drivers will be selected from the Contractors commercial tow business operation. Our plan is to have at least two Operators to work on the FSP program when needed. These Drivers would attend CHP training and obtain FSP Id Cards. The backup Driver would be assigned to the program until the return or replacement of the individual who is absent.

Customer service starts with Contractor management. Management, Beat Leaders, and Operators need to have a positive attitude towards the scope of work and Ventura County Motorist. We choose quality Operators who work well in a fast paced environment and understand the goals of the program. All new Operators receive training from CHP on job duties and with public interaction. Managers in the program will work in providing support to FSP operators to better understand the customer service side of the program. Emphasis will be given to proper tone and language, communication, and professionalism. Role playing will be performed to help Operators prepare for situations they may encounter. When Operators become frustrated with certain parts of the job, Managers must provide support and understanding of the situation.

Motorist who wish to compliment or raise concern to the program can do so in two ways. FSP Operators shall be directed to have the motorists contact our FSP Manager for assistance. Claims for damage caused while receiving FSP service will be handled by the Contractor Manager. Motorist may also be referred to VCTC or CHP.

The truck equipment order will take place immediately once a notice to proceed is issued. With the type of trucks in this proposal, every day will count. Once the equipment is ordered, the VCTC Project Manager shall we receive a written update and timeline for the readiness of the order. We have selected Tow industries of Los Angeles as our supplier. They have been the largest and most reliable provider of Freeway Service Patrol trucks in the area for many years.

With the recent COVID 19 closures the availability of truck chassis has been an issue. Production at most plants has stopped. The type of chassis needed, crew cab, seating for five, or not common in the tow industry built as wreckers. They are very common for flatbed type applications. We bring this to your attention since we are aware that ourselves, and other prospective bidders within Ventura County do not have any of these type vehicles in the fleet. Any contractor selected from the Ventura County area will need to buy new trucks to meet the requirement of this RFP. This is also the time of year for the New Year model and production at the manufacturer is slow. We bring this to your attention based on the timeline and start date set in this RFP.

We have selected to use the International CV model truck. We would order crew cabs. We selected this model since we have a good International dealer in Oxnard with a reputable service department for repairs when needed. These trucks are also compact to allow enough space on narrow shoulders as not to block lanes. Freightliner M2 chassis all though higher in GVW are wider and bulkier and take more room. The Dodge Ram product has many flaws. We had been forced to use this model on our Regional hand have had difficulty getting repairs and finding qualified dealers for repair.

We have prided ourselves with the best equipment on the road. Good equipment brings comfort and ease to the job for FSP operators. Some examples are conventional cab and cab over chassis. Cab over trucks tend to be real bouncy for Drivers. Therefore we only have conventional type chassis in our fleet. Our Fleet of FSP trucks are always equipped with aluminum wheels to have high curb appeal when on the road. Operators feel a sense of pride when they are on the road with a vehicle that has some shine to it. One thing we do not allow is for Operators to share trucks. Each operator is assigned their own truck. The Beat leader is responsible for the backup truck. This is important after use to make sure equipment is not missing and or damaged.

Team building is a very important piece for us as a company. We want to recognize the Men and Woman in our organizations that have performed at the highest standard... We plan for the following for the FSP Program. Each month, one FSP tow Operator will be selected as "FSP Tow Operator of the Month". Award shall include a gift card for dinner for two at a quality restaurant. Every Year one FSP Tow Operator will be selected as "FSP Tow Operator of the Year". The recipient will receive a plaque and a paid vacation for two. We typically select Las Vegas for this destination. Gift cards for kudos are also given out when compliments and or positive feedback is received. The gift cards are for lunch at a quick service restaurant.

Official record keeping for this procurement shall take place at the corporate main office located at: 938 Verdulera St. Camarillo, CA 93010. Records that will be kept on site for all personnel will include: Copies of current Drivers licenses, copies of current DMV pull notices, copies of CSAT test results, copies of FSP ID Cards, and copies medical cards. These items shall be placed in a binder located in the Managers office. Information will be categorized by month and order of date of birth to allow the Manager ability to view current and coming month information.

Maintenance of vehicle shall be completed as scheduled. FSP service vehicles will be inspected on a daily basis for working lights, equipment, and damage. Lube service will be performed on vehicles between 8,000 to 10,000 miles. Vehicles will be removed from service if not serviced by 10,000 miles. Service shall include: replacement of oil and filters, inspection of brakes, tires, electrical, and preventative maintenance measures. These services shall be performed by our in-house Technician. All major repairs such as engine, transmission, and axle over hauls shall be sent to a qualified repair center of the Contractors choice. Platinum Tow and Transport Inc. does employee two Mechanics for timely repairs.

Qualified repair shops for either mechanical or collision shall be in close proximity to the Contractors place of business. Timelines will be requested for all necessary repairs. Communication of the timeline will be sent, by the Manager, to VCTC and the contractor organization.

Mechanical failures or accidents while an FSP vehicle is deployed on the Beat shall be handled by the following procedure. The Operator will notify the CHP Dispatcher of the failure. The Operator will then contact the Contractors Office for a replacement vehicle. Out of service signs will be placed on the

vehicle while in wait. It will be the duty of the Beat Leader or Manager to arrange for the replacement vehicle. The vehicle should arrive as expeditiously as possible. The Manager will then stay with the broken down vehicle until arrangements can be made for removal.

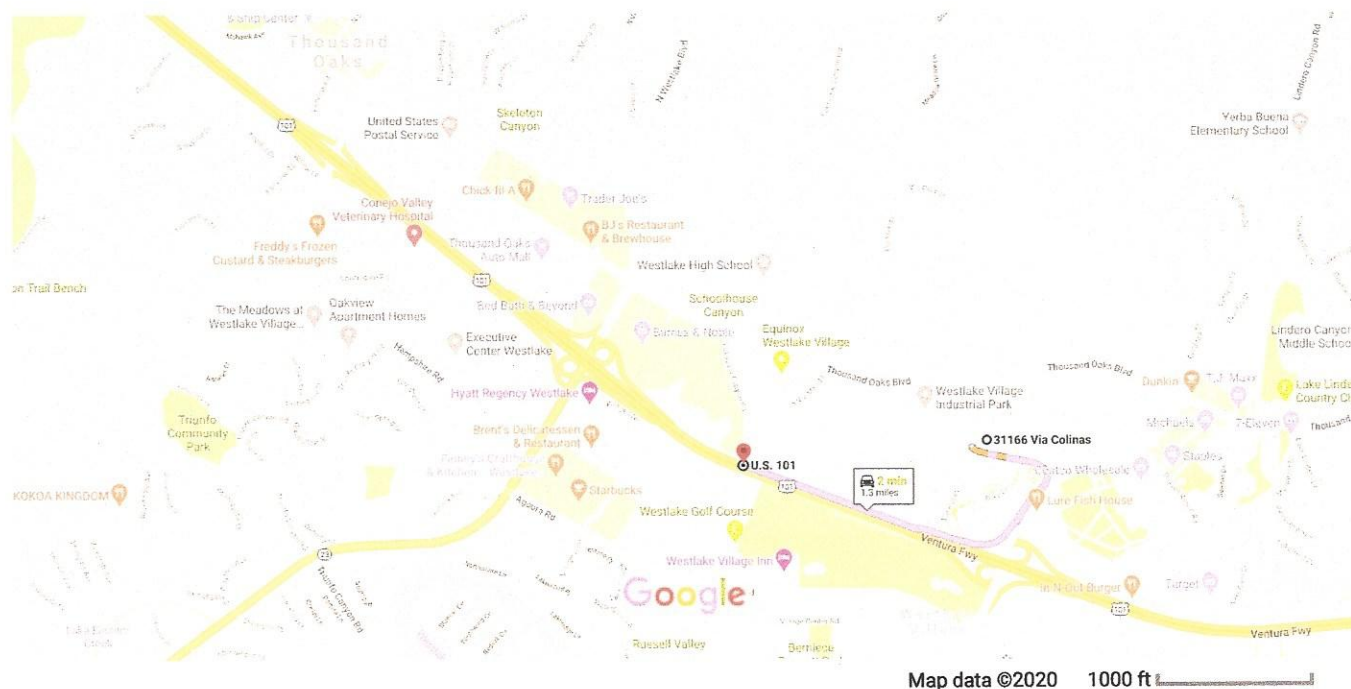
We look forward to working with VCTC!



31166 Via Colinas, Westlake Village, CA to
US-101, Thousand Oaks, CA 91362

Drive 1.3 miles, 2 min

Beat 1 distance from Westlake Village shop



via US-101 N

2 min

Fastest route, lighter traffic than usual

1.3 miles

Explore US-101

Groceries

Hotels

Gas stations

Parking Lots

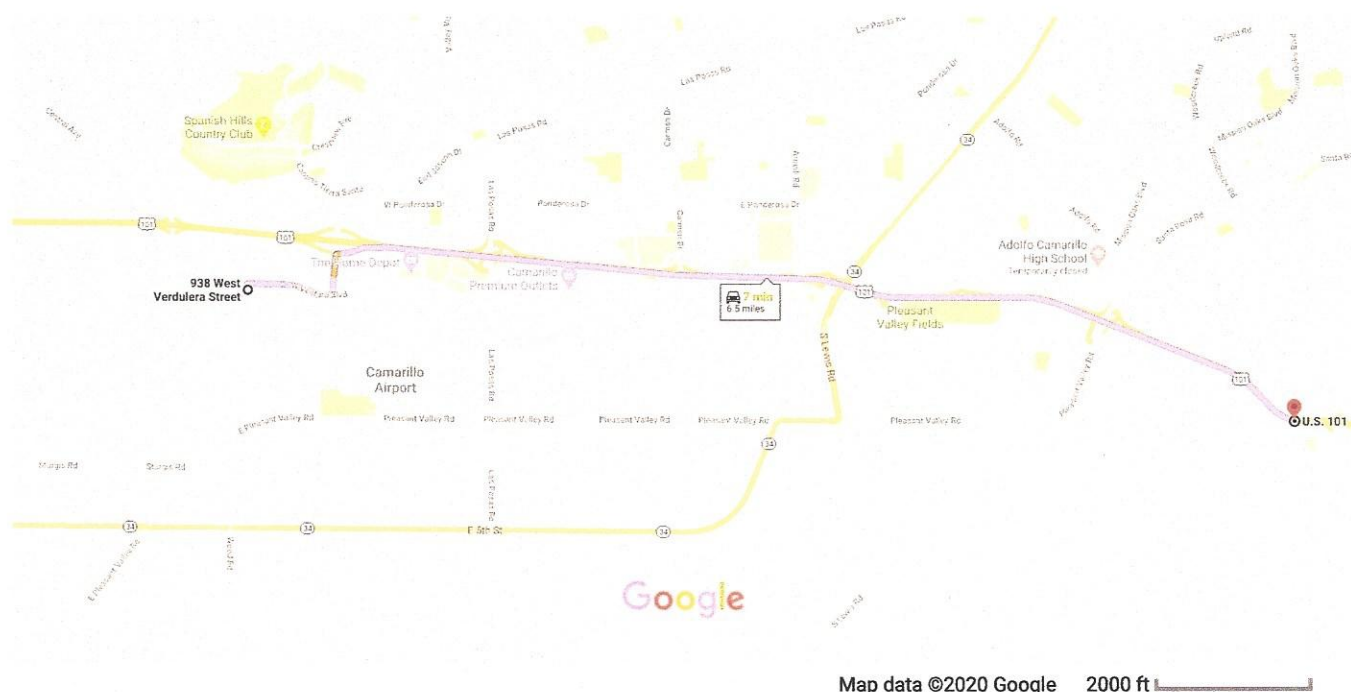
More



938 W Verdulera St, Camarillo, CA 93010 to
US-101, Camarillo, CA 93012

Drive 6.5 miles, 7 min

Beat 1 distance from Camarillo shop



via US-101 S

Fastest route, the usual traffic

7 min

6.5 miles

Explore US-101

Groceries

Hotels

Gas stations

Parking Lots

More

B.1 Detailed Itemized Price Form for Years 1 to 5 - Hourly Cost Breakdown for Beat 1

Beat 1 is 12.9 miles along U.S.-101, from Ventura/Los Angeles County line to Camarillo Springs Road
All hourly rate proposed costs are specific to the FSP Program ONLY. In F.1, F.2 and F.3, round to dollars (no cents).

Year:	1	1	2	2	3	3	4	4	5	5
	Regular FSP Hrly Cost	CFSP / Extra Work Hrly Cost	Regular FSP Hrly Cost	CFSP / Extra Work Hrly Cost	Regular FSP Hrly Cost	CFSP / Extra Work Hrly Cost	Regular FSP Hrly Cost	CFSP / Extra Work Hrly Cost	Regular FSP Hrly Cost	CFSP / Extra Work Hrly Cost
A. FSP Tow Truck Costs										
1. FSP Tow Truck Payment (3 trucks)	\$ 4.77	\$ -	\$ 4.77	\$ -	\$ 4.50		\$ 4.77		\$ 4.77	
2. Fuel (to Beat, include cost escalation)	\$ 7.50	\$ 7.50	\$ 8.50	\$ 8.50	\$ 9.50	\$ 9.50	\$ 10.50	\$ 10.50	\$ 11.50	\$ 11.50
3. Maintenance (3 trucks, oil, tires, brakes, paint, etc.)	\$ 2.00		\$ 2.00		\$ 2.00		\$ 3.00		\$ 4.00	
4. Insurance (3 trucks)	\$ 2.42		\$ 2.80		\$ 3.43		\$ 3.70		\$ 4.24	
5. Miscellaneous FSP tow truck equipment costs	\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00	
B. Labor Costs										
1. Driver hourly rate (include tax & contributions)	\$ 26.00	\$ 39.00	\$ 27.30	\$ 40.95	\$ 28.60	\$ 42.90	\$ 29.90	\$ 44.85	\$ 31.20	\$ 46.80
2. Driver benefits hourly rate (sick, vacation, etc.)	\$ 1.16	\$ 1.74	\$ 1.22	\$ 1.83	\$ 1.33	\$ 1.99	\$ 1.34	\$ 2.01	\$ 1.40	\$ 2.20
3. Supervisor/Manager hourly rate	\$ 12.50	\$ 18.75	\$ 13.00	\$ 19.00	\$ 13.50	\$ 20.25	\$ 14.00	\$ 21.00	\$ 14.50	\$ 21.75
4. Supervisor/Manager benefits hourly rate (sick, vacation, pension, etc.)	\$ 1.16	\$ 1.74	\$ 1.22	\$ 1.83	\$ 1.33	\$ 1.99	\$ 1.34	\$ 2.01	\$ 1.40	\$ 2.20
5. Travel & preparation costs (to inspect truck, time to get to Beat, time back to yard, time to replenish supplies, etc.)	\$ 3.71	\$ 3.71	\$ 3.90	\$ 3.90	\$ 4.08	\$ 4.08	\$ 4.27	\$ 4.27	\$ 4.45	\$ 4.45
C. Facility / Business Costs										
1. Lot/Building (office equipment, insurance, computer, supplies, etc.)	\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00	
2. Permits, licenses, fees, registration	\$ 2.52		\$ 2.52		\$ 2.63		\$ 2.52		\$ 2.52	
3. Workers' Compensation insurance	\$ 0.26		\$ 0.27		\$ 0.29		\$ 0.30		\$ 0.31	
4. Liability insurance	\$ -		\$ -		\$ -		\$ -		\$ -	
5. All other VCTC required insurance	\$ -		\$ -		\$ -		\$ -		\$ -	
D. FSP Program Costs										
1. Supplies (raingear, uniforms, boots, phone, etc.)	\$ 0.29		\$ 0.29		\$ 0.29		\$ 0.29		\$ 0.29	
2. Driver training fees (time in training, proficiency costs, background fees, assume potential Driver turnover)	\$ 0.25		\$ 0.25		\$ 0.25		\$ 0.25		\$ 0.25	
3. Fuel to hand out to motorists	\$ 0.64		\$ 0.66		\$ 0.68		\$ 0.70		\$ 0.72	
4. Incidentals	\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00	
E. Profit (Applied to Hourly Rate)	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
F. Calculation of Proposed Price										
1. Firm fixed price Hrly Rate (per year)	\$ 88	\$ 92	\$ 92	\$ 96	\$ 95	\$ 101	\$ 100	\$ 105	\$ 105	\$ 109
2. Regular FSP Only: 1,786 hours per calendar year X two (2) primary tow trucks X Hourly Rate	\$ 314,979	N/A	#####	N/A	\$ 340,805	N/A	\$ 356,771	N/A	\$ 373,453	N/A
3. Sum of Costs for 5 Yrs Regular FSP	\$	1,713,560								
Tow Truck Information										
Input all info below if your existing tow trucks will be used for FSP. With new trucks, identify make/year/model & put NEW in VIN field.										
Make/Manufacturer	Year	Model			Miles		VIN #			
International	2021	CCV			0		New			
International	2021	CCV			0		New			
International	2021	CCV			0		New			

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

Signature of Authorized Proposer Representative

Date

Print Authorized Proposer Representative's Name:

Bill Payman

**VENTURA COUNTY TRANSPORTATION COMMISSION
FREEWAY SERVICE PATROL REQUEST FOR PROPOSALS (RFP)
PRICE FORMS**

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE: July 30, 2020

In response to the above-mentioned RFP, the proposer submits the costs by fiscal year for the project as detailed on the following page(s), including monthly price based on volume of determinations, and contract not-to-exceed price.

If VCTC awards a contract, the undersigned hereby agrees to all the terms and conditions contained in this RFP.

PROPOSER: Platinum Tow & Transport Inc.

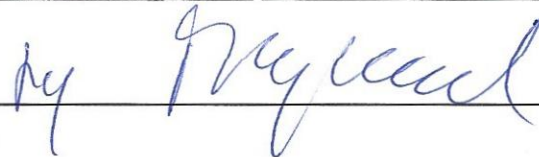
CONTACT: Bill Paymard

TITLE: President

ADDRESS: 938 Verdulera St

TELEPHONE: (805)987-3345 **FAX:** (805)987-3133

EMAIL: bill@platinumtow.com

SIGNATURE: 

CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

This form must be completed in its entirety and submitted along with the Proposal.

INSURANCE REQUIREMENTS (check appropriate boxes below):

- ☐ Contractor has provided a copy of the insurance requirements contained in the Ventura County Transportation Commission (VCTC) Contract to its agent/broker for review and discussion.

AND

- ☒ Contractor certifies that the company/individual is fully prepared to comply with the insurance requirements as detailed in the VCTC Contract.

OR

- ☐ Contractor has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP, each referenced by section and page number of the VCTC Contract.

Proposer Information:

Platinum Tow & Transport Inc
Company Name

Bill Paymard
Print Name of Authorized Official


Signature of Authorized Official

7/27/2020
Date Signed

Address: 938 Verdulera St
Camarillo, CA 93010

Phone: 805-987-3345 Email: bill@platinumtow.com

Broker Information:

Company Name: Elite Commercial Insurance Services Inc.

Contact Name: Cassandra Evans

Address: Po Box 118
Somis, CA 93066

Phone: 805-889-7768 Email: cassandraevansins@gmail.com

**PROPOSAL COVER LETTER TEMPLATE
VENTURA COUNTY TRANSPORTATION COMMISSION
FREEWAY SERVICE PATROL REQUEST FOR PROPOSALS**

Proposer Name: Platinum Tow & Transport Inc.

Identify in the line below the **physical address/location** where services will be dispatched from:

938 Verdulera St, Camarillo, CA 93010

To: Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

In response to the Request for Proposal (RFP) for the Ventura County Transportation Commission's Freeway Service Patrol (FSP) service, we the undersigned hereby declare that we have carefully read and examined the RFP documents, including any plans and specifications, participated in or reviewed a summary of the Pre-Proposal Conference, acknowledge receipt of any and all addenda, and hereby propose to perform and complete the work as required.

If proposal is accepted by VCTC, the undersigned agrees to make available the services at the costs indicated on its Time and Material Proposal Form within one hundred and twenty (120) days from the date specified in the RFP for receipt of proposals. If awarded a Contract, the undersigned agrees to execute a formal Contract with VCTC within 30 calendar days following VCTC acceptance of proposal, and deliver to VCTC prior to execution of the Contract the necessary original Certificates of Insurance.

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

(Name) Bill Paymard (Title) President (Phone) 805-987-3345

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

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

Proposer acknowledges that it _____ has or ☒ has not been terminated from a contract for cause, prior to the end of a contract term. If proposer has been terminated, attached to this cover letter a memorandum describing in detail the client, the facts and circumstances.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; and that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the work or the cost thereof. The undersigned hereby agrees that VCTC will not be responsible for any errors or omissions in these RFP Documents. By affixing my signature below, I attest that all information in the proposal is true and correct and that I have the authority to bind this firm to the terms and conditions of the RFP.

BY:

Signature

Bill Paymard
Type/Print Name

President
Title

938 Verdulera St, Camarillo, CA 93010
Proposer's Business Address

805-987-3345/ 805-987-3133
Telephone/Fax Numbers

bill@platinumtow.com
Email Address

**VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)
FREEWAY SERVICE PATROL (FSP)
CONTRACTOR REPRESENTATIVE FORM**

COMPANY NAME: Platinum Tow & Transport Inc

COMPANY LEGAL STATUS (Corporation, LLC, etc.): Corporation

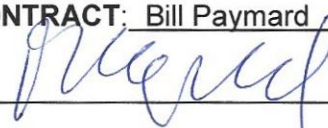
FEDERAL TAX ID NUMBER: 90-0053819

ADDRESS: 938 Verdulera St

BUSINESS LICENSE NUMBER: CA251169

LICENSE CLASSIFICATION: DMV-Motor Carrier

NAME OF AUTHORIZED SIGNATURE FOR CONTRACT: Bill Paymard

AUTHORIZED SIGNATURE'S TITLE: 

CONTRACTOR'S REPRESENTATIVES (Contractor's employees that are available during FSP service hours to make decisions on behalf of Contractor; provide info for up to three employees):

NAME #1: Miriam Carlos **TITLE:** Administrative Assistant to Mr. Paymard

TELEPHONE #: 805-987-3345 **FAX #:** 805-987-3133

EMAIL: miriam@platinumtow.com

NAME #2: Raul Flores **TITLE:** Manager/ Oxnard location

TELEPHONE #: 805-385-0090 **FAX #:** 805-987-3133

EMAIL: raul@platinumtow.com

NAME #3: Pamela Lopez **TITLE:** Manager/ Thousand Oaks location

TELEPHONE #: 805-497-4375 **FAX #:** 818-991-5910

EMAIL: pamela@platinumtow.com

VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC) FREEWAY SERVICE PATROL PROPOSAL QUESTIONNAIRE

PROPOSER'S NAME: Platinum Tow & Transport Inc.

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of a Freeway Service Patrol (FSP) service, and to simplify the selection panel's review of your proposal.

ALL QUESTIONS MUST BE ANSWERED. DO NOT SAY: "Refer to our proposal or RFP, page X".

UNDERSTANDING OF CONTRACT TERMS:

1. Respond to these questions on Owner's Tow Truck Operations (RFP requires 5 years minimum):

Years as Owner: 19 Years in Towing Business: 19

*Years Providing Law Enforcement Tow: 18 Current Number of Tow Trucks Operating: 72

*Provide details below to summarize proposer's Law Enforcement Tow contracts:

Law Enforcement Division	Months/Year	CHP Contact	CHP Contact Phone
Ventura CHP	7/2002 to present	Officer Navarro	805-662-2567
Moorpark CHP	7/2011 to present	Officer Decker	805-553-0800
Ventura County Sheriffs Dept	7/2002 to present	Sergeant Richards	805-388-5100

2. What are the FSP operating/service hours? Monday to Friday from 6:00am to 9:00am and from 3:00pm to 7:00pm.

3. Describe activities prohibited by FSP Contractors:

The Drivers shall not accept gifts, money, or gratuities for services provided. Drivers shall not offer Secondary tows, or recommend any repair garage or body shop. Other prohibited items include talking on a cell phone while driving, smoking in the vehicle, sleeping on duty, not wearing a uniform, and not having a vest on while working outside the truck. Drivers are forbidden to be on duty while under the influence of alcohol or drugs.

4. Describe FSP Contractor duties on a daily basis:

FSP shall assist motorists involved in minor accidents and disabled vehicles. Additionally FSP will install spare tires, offer fuel or diesel up to one gallon at no charge to the motorist, provide jump starts, lockouts, and water for an overheated vehicle to a disabled motorist. FSP trucks patrolling and dispatched by CHP will be used to remove vehicles in freeway lanes to reduce congestion.

5. How frequently will FSP trucks be inspected by CHP?

Prior to commencement CHP shall inspect all primary and backup trucks to ensure they meet the specifications listed in this RFP. This shall be done two weeks before. Additional inspections shall take place later as determined by CHP. An 'annual inspection' shall be completed each year to verify safety and appearance of each truck.

6. Identify the tests a FSP tow truck Driver must pass before operating FSP service:

A. Wheel lift test- must be completed in less than 10 minutes

B. Dolly Test- must be completed in less than 10 minutes

C. Lockout test- must be completed in less than 10 minutes

7. Describe the clothing and accessories an FSP tow truck Driver wears:
Drivers shall wear navy blue pants, shirts or jump suit. The boots shall be black and steel toe.
Additionally Drivers must have 2 FSP Vests with a brass name tag. Baseball caps must be navy blue in color. Rain gear shall be waterproof and blue or yellow in color.
8. Describe the equipment found on an FSP tow truck. (Attach a separate to this form).
Our response is attached on a separate sheet
9. What are the FSP Insurance Requirements You Must Meet?
Commercial General Liability shall include all FSP trucks at \$2,000,000 per occurrence.
Comprehensive Auto liability shall be \$5,000,000 for all hired autos, for a 50 mile radius. On hook
motor cargo shall be \$100,000. Garage Keepers shall be standard coverage based on the
addendum no.1 issued
. Workers Compensation shall have a statutory limit of no less than \$1,000,000 per accident for
bodily injury or bodily disease, \$1,000,000 policy limit for each employee. VCSAFE and its members
shall be listed as insured against any claims from the contractor. A Waiver of subrogation shall be
given to VCSAFE.
10. How many trucks (including back-up trucks) and trained FSP tow truck Drivers must you have for this Beat? 3
11. Attach a list of trucks currently owned that will be used for the FSP service and provide: the year, manufacturer, model, current mileage and vehicle identification number (VIN). If at the time of proposal submittal, a proposer does not own the required number of trucks for the FSP Beat proposed, provide a statement as to how the trucks will be acquired and the timeline for acquisition. Also provide details of the trucks to be procured (vendor, year, manufacturer, model). Refer to the RFP's Attachment A: Scope of Work, Section 4.0 - Equipment Requirements. We will be purchasing new trucks for this project. We detailed our plan in the Project approach/work plan section of our technical information packet.
12. If appropriate, attach additional information/explanations to this form.

Name


Signature of Firm Owner/Authorized Representative

Date: 7/27/2020

Name of Person(s) Completing Form: Bill Paynard

Our response to the following attachment H Question 8:

Dear VCTC,

As you can tell we did copy and paste. We did not do this to be snarky. However we did to show every piece of equipment that is required. Since we have been performing FSP for many years, we are very familiar with all the equipment needed. Thank you for your understanding, Bill

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to
12. 12-volt booster cables.
13. Heavy duty, 60+ amp battery.
14. Optional and at CONTRACTOR's Expense: radio with the ability to communicate with the CONTRACTOR's base office.
15. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
16. Suitable cab lighting.
17. Trailer hitch capable of handling a 1 7/8-inch ball and 2-inch ball.
18. One (1) 1 7/8-inch ball and one (1) - inch ball.
19. Rear work lights - (4)
20. Safety chain D-ring or eyelet mounted on rear of truck.
21. Motorcycle Straps - (2)
22. Diesel fuel in plastic jerry cans - (5 gallons)
23. Unleaded gasoline in plastic jerry cans - (5 gallons)
24. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. - (2)
25. First aid kit (small 5" x 9") - (1)
26. Fire extinguisher aggregate rating of at least
27. 4 B-C units - (1)
28. Pry bar - 36" or longer - (1)
29. Radiator water in plastic container - (5 gallons)
30. Sling crossbar spacer blocks **OPTIONAL** - (2)
31. 4" x 4" x 48" wooden cross beam -(1)
32. 4" x 4" x 60" wooden cross beam -(1)
33. 24" wide street broom - (1)

34. Square point shovel - (1)
35. Highway flares 360 minutes min.
36. Cones 18" height, reflectorized with tape
37. Hydraulic Floor Jack: 2-ton AND
38. 2-ton jack stand - (1)
39. Wheel chock - (1)
40. Four-way lug wrench (1 std.) - (1)
41. Four way lug wrench (1 metric)
42. Rechargeable compressor or refillable air bottle:
 - a. hoses and fittings to fit tire valve stems, 100 - (1)
 - b. psi capacity
43. Flashlight and spare batteries or charger - (1)
44. Tail lamps/stop lamps, portable remote
 - a. with extension cord - (1 set)
45. Booster cables, 25 ft. long minimum,
 - a. 3-gauge copper wire with heavy-duty clamps
 - b. and one end adapted to truck's power outlets - (1 set)
46. Funnel, multi-purpose, flexible spout - (1)
47. Pop-Up Dolly (with tow straps), portable for removing
 - a. otherwise un-towable vehicles - (1)
48. Five (5)-gallon can with lid filled with clean absorb-all - (1)
49. Empty trash can with lid (five gallon) - (1)
50. Lock out set - (1)
51. Safety glasses

Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list below may be supplemented at the CONTRACTOR's option and expense:

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

NON-COLLUSION AFFIDAVIT

In Reference to VCTC FSP RFP for Beats #1, 2 and 3:

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

CONTRACTOR/PROPOSER COMPANY NAME: Platinum Tow & Transport Inc.

NAME OF AUTHORIZED SIGNATOR: Bill Paymard

TITLE OF AUTHORIZED SIGNATOR: President

SIGNATURE: _____



VENTURA COUNTY SAFE SUMMARY OF FREEWAY SERVICE PATROL (FSP) VIOLATIONS AND PENALTIES

Below is a list of penalties that may be assessed to a Contractor if not in compliance with the policies and procedures of the Ventura County Service Authority for Freeway Emergencies' (VC SAFE) Freeway Service Patrol (FSP) Program. Additional Violations and Penalties that may be imposed are included in the Standard Operating Procedures Manual (SOP Manual). All final penalties shall be assessed at the discretion of VC SAFE or CHP. VC SAFE reserves the right to amend/alter these penalties and the penalties listed in the SOP Manual.

Description of Violation	Penalty
1. Not having 2 Primary and 1 Back Up FSP tow trucks ready for installation and inspection by Monday November 30, 2020.	\$1,000 fine per day beyond November 30, 2020.
2. Failure to send a Contractor Representative to attend an FSP trend meeting, FSP TAC or required Contractor meeting; or failure to notify FSP Management that Contractor representative cannot attend.	\$500 fine for every missed meeting.
3. Driver(s) do not meet, maintain or have with them during their FSP shift, all required certifications, licenses, proof of vehicle registration, and/or FSP ID Card.	\$1,000 fine per Driver, if at least one of these requirements are not met.
4. Not meeting tow truck requirements outlined in the Scope of Work (SOW) or Standard Operating Procedures (SOP) Manual.	Three times the hourly contract rate in one-minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three times the hourly rate.
5. Not having a certified FSP Back Up tow truck available during FSP hours and/or FSP Certified Driver.	Three times the hourly contract rate in one-minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
6. Tow truck not made available within 45 minutes either at the of the Beat shift, due to equipment/truck breakdown.	If the breakdown occurs during the shift, the Driver has 45 minutes to correct the problem. This 45-minute grace period is deducted as non-penalized down time calculated in one-minute increments, based on the hourly rate. Time beyond 45 minutes will be calculated as penalized time (three times the hourly contract rate in one-minute increments). If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
7. Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn	The fine amount shall not exceed \$50.00 for each occurrence or violation, plus replacement costs (if applicable).

Description of Violation	Penalty
required paperwork in on time (surveys, inspection sheets, etc.), incomplete or unsubmitted/unsigned paperwork, damage to FSP equipment, or not supplying FSP vehicle operators the proper equipment as required in the FSP Contract	
8. Data Collection Devices not being charged in designated location during non-FSP hours.	\$50.00 per Tablet/device.
9. Workstation email not being operational and checked by tow operator for operational communications messages from VC SAFE and CHP Officers.	\$100.00 per day.
10. Lost/damaged equipment (this does not include typical wear and tear).	Full cost to replace the lost/damaged equipment. If equipment is repairable, the cost of the repair shall be deducted from Contractor's invoice.
11. Contractor not following proper tip/gift procedures from assisted motorists.	\$50.00 per occurrence.
12. Tampering with FSP tablets, devices, AVL and/or GPS devices/equipment, or attempting to repair tampered equipment.	Three times the hourly rate calculated in one minute increments plus the cost of VCTC's AVL Technician's transportation, labor, repair and/or replacement costs.
13. Damage Release/Release of Liability forms not completed, not filled out properly, or not submitted within seven (7) calendar days from the date of the assist.	\$5.00 to 50.00 per incident, on a case-by-case basis, as determined by FSP Management.
14. Duplicate customer survey entries >10% per month.	\$50 to \$250, per month, on a case-by-case basis, as determined by FSP Management.
15. Contractor or Driver misconduct (as outlined in SOP) to include, but not be limited to: Contractor's sexual harassment and/or Drug/Alcohol policy violations; operating FSP tow truck while under the influence, using tobacco/vaping products during shift, occurrence of criminal activity (on or off duty). suspended driver license, Driver sleeping during FSP shift, violation of electronic device usage policy, mechanic/service referrals, uniform/grooming violations.	\$100 to 1,000 for each event, in addition to Driver suspension or termination, as determined by FSP Management on a case-by-case basis.

I ACKNOWLEDGE AND ACCEPT THE SUMMARY OF FSP VIOLATIONS AND PENALTIES:

AUTHORIZED SIGNATURE: _____

DATE: _____

Print the Name of Authorized Signature: Bill Paymard

**STANDARD CONTRACT FOR
VENTURA COUNTY FREEWAY SERVICE PATROL BEAT #2
BY AND BETWEEN THE
VENTURA COUNTY TRANSPORTATION COMMISSION ACTING AS THE
VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
AND
PLATINUM TOW & TRANSPORT, INC.**

1. PARTIES AND DATE.

- 1.1 This Agreement is made and entered into as of 11th day of September, 2020, by and between the VENTURA COUNTY TRANSPORTATION COMMISSION acting as the VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("COMMISSION" or "VC SAFE") and PLATINUM TOW & TRANSPORT, INC., a California Chapter S Corporation, (referred to herein as "CONTRACTOR"). SAFE and CONTRACTOR are sometimes individually referred to herein as "Party" and collectively as "Parties".
- 1.2 The California Highway Patrol ("CHP") and California Department of Transportation ("Caltrans") are hereby expressly designated as third-party beneficiaries of CONTRACTOR's performance under this Agreement.

2. RECITALS.

- 21 **WHEREAS**, COMMISSION is a California County Transportation Commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code;
- 22 **WHEREAS**, COMMISSION is authorized, pursuant to Section 2550 et seq. of the California Streets and Highways Code, to act as SAFE for purposes of providing a motorist aid system, including provision of freeway service patrols;
- 23 **WHEREAS**, VC SAFE requires the services of a CONTRACTOR to provide the freeway service patrol professional services as described in the Scope of Services;
- 24 **WHEREAS**, VC SAFE has determined that CONTRACTOR is best qualified to perform the required services;
- 25 **WHEREAS**, the CONTRACTOR is able and willing to perform the required services under the terms and conditions of this Contract;
- 26 **WHEREAS**, COMMISSION is the short-range transportation planning agency for Ventura County, and programs federal, state, and local funds. COMMISSION has entered into a Memorandum of Understanding with Caltrans and CHP to fund peak period freeway service patrols on selected freeway segments in Ventura County; and
- 27 **WHEREAS**, Section 21718 (a) of the California Vehicle Code specifically authorized CHP to be responsible for freeway service patrols stopping on freeways for the purpose of rapid removal of impediments to traffic. Article 3, Section 91, of the Streets and Highways Code, states that Caltrans has responsibility to improve and maintain the state highways. Caltrans also has the responsibility for traffic management and removing impediments from the highways.
- 28 **NOW, THEREFORE**, for the consideration hereinafter stated, VC SAFE and CONTRACTOR agree as follows:

3. TERMS.

- 3.1 **General Scope of Services.** The purpose of the Freeway Service Patrol ("FSP") program is to provide for the rapid removal of disabled vehicles and vehicles involved in minor accidents

from the freeway. CONTRACTOR promises and agrees to furnish to VC SAFE all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the FSP services ("Services"). The Services are more particularly described in [Exhibit "B"](#), CONTRACTOR's proposal and price forms, and are attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the Exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations, and the SOP manual (as defined below).

3.1.1. **Contract Oversight.** Caltrans, CHP and VCTC will oversee the Services. All agencies will have responsibility for overseeing Service performance and ensuring that the CONTRACTOR abides by the terms of this Contract. CHP is responsible for dispatch services to incident locations within the CONTRACTOR's patrol limits. The dispatching will be done in accordance with this Contract. A Standard Operating Procedures ("SOP") manual will be provided to the CONTRACTOR explaining the types of incidents to which his/her operators may be dispatched. The SOP is updated or amended on a regular basis and CONTRACTOR is responsible to be familiar with the terms and conditions in the current SOP.

3.1.2. **Beat Descriptions.** The FSP will operate on selected freeway segments referred to herein as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. [Exhibit "A"](#) shows the specific limits, number of tow trucks, number of back-up trucks and hours of operation, and holidays for the CONTRACTOR's specific Beat. VC SAFE reserves the right to add or remove holidays to the work schedule, provided that VC SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or removal. Travel time to and from the beat will be at the expense of the CONTRACTOR.

3.1.3. **Change Orders.** At any time during the term of this Contract, VC SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services, or availability of funding, at no cost to VC SAFE. Adjustments may include reduction or increase in the hours of Services. VC SAFE may direct such adjustments during the course of this Contract through written change orders, signed by VC SAFE, setting forth any changes to [Exhibit "A"](#). Changes may include a change of the specified Beat(s) to other Beats that VC SAFE determines better serve the needs of VC SAFE, as well as changes to schedules and hours for the Beats set forth in [Exhibit "A"](#). If warranted, as determined in VC SAFE's sole discretion, and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP Drivers/trucks to locations outside the assigned Beat. Reassignments shall be at no cost to VC SAFE.

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

32 **Equipment Requirements.** CONTRACTOR shall comply with all equipment requirements outlined in [Exhibit "B"](#) and as outlined in the current SOP Manual.

- 33 **Commencement of Services.** The CONTRACTOR shall commence work upon receipt of a written Notice to Proceed from VC SAFE.
- 34 **Term.** The term of this Contract shall be for a period of three (3) years, from the first day of FSP service which is anticipated to commence on ***Monday, December 14, 2020, through Friday, December 15, 2023***, unless earlier terminated as provided herein. After the initial Contract three-year plus two day term, at VC SAFE's sole discretion VC Safe may renew this Contract for up to an additional two (2) year term, by providing written notice to CONTRACTOR no less than ninety (90) days prior to the end of the initial three-year term, indicating VC SAFE'S intent to renew the Contract. CONTRACTOR shall complete the Services within the term of this Contract and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract.
- 35 **VC SAFE's Representative.** VC SAFE hereby designates the VC SAFE Executive Director or their designee, to act as its Representative for the performance of this Contract ("VC SAFE's Representative"). VC SAFE's Representative shall have the authority to act on behalf of VC SAFE for all purposes under this Contract. VC SAFE's Representative shall also review and give approval, as needed, to the details of CONTRACTOR's work as it progresses. CONTRACTOR shall not accept direction or orders from any person other than the VC SAFE's Representative or his or her designee.
- 36 **CONTRACTOR'S Representative.** CONTRACTOR hereby designates Bill Paymard, President, to act as its representative for the performance of this Contract ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to act on behalf of CONTRACTOR for all purposes under this Contract. The CONTRACTOR's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract. CONTRACTOR shall work closely and cooperate fully with VC SAFE's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONTRACTOR's Representative shall be available to the VC SAFE staff at all reasonable times. Any substitution in CONTRACTOR's Representative shall be approved in writing by VC SAFE's Representative.
- 37 **Substitution of Key Personnel.** CONTRACTOR has represented to VC SAFE that certain key personnel will perform and coordinate the Services under this Contract. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval by VC SAFE's Representative. In the event that VC SAFE's Representative and CONTRACTOR cannot agree as to the substitution of the key personnel, VC SAFE shall be entitled to terminate this Contract for cause, pursuant to the provisions of Section 3.15. The key personnel for performance of this Contract are: Bill Paymard, President.
- 37.1. **Availability of CONTRACTOR's FSP Manager.** Except in the case of unpreventable circumstances, the CONTRACTOR's FSP Manager must be available at the CONTRACTOR's office for at least 50% of each Work Day to address time-sensitive issues related to this Contract or the Services, including, but not limited to, FSP administrative responsibilities; VC SAFE, CHP, and Caltrans requests; driver matters; and truck maintenance issues. CONTRACTOR shall, within 24 hours, notify VC SAFE of each circumstance causing the CONTRACTOR's FSP Manager not to be available as required herein. As used in this section, the term "Work Day" shall mean and refer to any day that FSP service is provided, during those hours of operation for FSP as identified on the attached [Exhibit "A"](#).
- 38 **Review of Work and Deliverables.** All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Contract may be

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

- 3.9 **Appearance at Hearings.** If and when required by VC SAFE, CONTRACTOR shall render assistance at public hearings or other meetings related to the performance of the Services.
- 3.10 **Standard of Care: Licenses.** CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Contract. CONTRACTOR shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR further represents and warrants to VC SAFE that its employees and subcontractors have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without reimbursement from VC SAFE, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to VC SAFE for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its subcontractors who is determined by VC SAFE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to VC SAFE, shall be promptly removed from performing the Services by the CONTRACTOR and shall not be re-employed to perform any of the Services.
- 3.11 **Opportunity to Cure.** VC SAFE may provide CONTRACTOR an opportunity to cure, at CONTRACTOR's expense, all errors and omissions which may be disclosed during performance of the Services. Should CONTRACTOR fail to make such correction in a timely manner, such correction may be made by VC SAFE, and the cost thereof charged to CONTRACTOR.
- 3.12 **Inspection of Work.** CONTRACTOR shall allow VC SAFE's Representative to inspect or review CONTRACTOR's performance of Services in progress at any time. VC SAFE/Caltrans/CHP also reserves the right to audit all paperwork demonstrating that CONTRACTOR participates in an employee alcohol/drug-testing program and the DMV Pull Notice Program.
- 3.13 **Laws and Regulations.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be solely liable for all violations of such laws and regulations in connection with Services. If the CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to VC SAFE, CONTRACTOR shall be solely responsible for all costs arising therefrom.

CONTRACTOR shall defend, indemnify and hold VC SAFE, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- 3.14 Damage Complaints.** Upon receiving a damage complaint from a motorist assisted by the CONTRACTOR, that the CONTRACTOR damaged their vehicle while lending assistance, the CONTRACTOR shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The CONTRACTOR shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification. If necessary, the CONTRACTOR shall send either CONTRACTOR'S Representative or his/her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the CONTRACTOR, the CONTRACTOR shall negotiate in good faith to resolve the issue and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

3.14.1. Complaint Review Committee. The FSP Technical Advisory Committee ("FSP TAC") is composed of voting members from CHP, VC SAFE and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee ("DCRC"). If the DCRC finds that justifiable complaints are not resolved within a reasonable time frame, it can recommend that payment to the CONTRACTOR in the amount of the damage claim may be deducted from the CONTRACTOR's monthly invoice.

3.15 Termination.

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

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

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

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

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

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

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

3.15.7. Waivers. CONTRACTOR, in executing this Contract, recognizes that the Services may be terminated, in whole or in part, as provided in this Section. CONTRACTOR shall not be entitled to any damages including, but not limited to, any compensation for costs incurred to procure vehicles, meet the terms for providing the Services, or for any other costs or expenses, and shall be deemed to have waived any and all claims for damages, costs or expenses which may otherwise arise from VC SAFE's termination of this Contract, for convenience or cause, as provided in this Section.

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

3.16 Trend Meetings. CONTRACTOR shall attend, or send a designated management-level representative, to all trend meetings (i.e. required FSP TAC meeting which meets no more than monthly). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the CONTRACTOR. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify VC SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. The FSP Management Team schedules the meetings and will provide notification of the meeting to CONTRACTOR at least seven (7) calendar days prior to the meeting.

3.17 Fees and Payment.

3.17.1. Contract Not To Exceed Amount. Services satisfactorily performed hereunder, VC SAFE shall pay the CONTRACTOR on a fixed unit rate basis a ceiling price not to exceed ONE MILLION TWO THOUSAND AND THREE HUNDRED DOLLARS AND NO CENTS (\$1,002,300.00), which includes TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) for Extra Work pursuant to [Section 3.17.13 "Extra Work"](#).

3.17.2. Maximum Payment is the Ceiling Price. VC SAFE shall not be obligated to pay costs which exceed the ceiling price set forth above, except as provided in Sections 3.15 and 3.17.13. CONTRACTOR agrees to use its best efforts to perform the services and all obligations under this Contract within such ceiling price.

3.17.3. Hourly Rate; Break and Meal Periods. For its performance of the Services, the CONTRACTOR shall be paid for labor expended directly in the performance of the Services at the rates specified below. Payments shall be made monthly in arrears based on Services provided and allowable incurred expenses. The CONTRACTOR shall not

be entitled to reimbursements for any expenses unless approved in advance in writing.

SCHEDULE OF RATES

All rates provided below are per hour per Driver. CFSP is an acronym for Construction FSP.

Classification	Year 1	Year 2	Year 3	Option Year 4	Option Year 5
Regular Rate	\$88.00	\$92.00	\$95.00	\$100.00	\$105.00
CFSP/Extra Work Rate	\$92.00	\$96.00	\$101.00	\$105.00	\$109.00

A. Hourly rates may be adjusted as set forth in the FSP SOP Manual, the chapter on Violations/Penalties.

B. CONTRACTOR is responsible for compliance with all California labor laws related to break periods and meal periods including, but not limited to, compliance with Labor Code section 512. CONTRACTOR shall be solely responsible for any additional pay to which its drivers may be entitled for CONTRACTOR's failure to comply with the California labor law requirements.

C. During shifts that require Drivers to be provided a 30-minute meal period break pursuant to Labor Code section 512, CONTRACTOR shall either make arrangements for another FSP-certified Driver to provide Services during those breaks or not be compensated for each 30-minute meal period break during which Services are not provided. In no case shall CONTRACTOR be entitled to bill VC SAFE for time during which a Driver is taking a meal period break.

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

3.17.5. Cost Principles.

A. CONTRACTOR agrees to comply with 2 CFR, Part 225, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. CONTRACTOR agrees that 1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual cost items, and 2) CONTRACTOR shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which CONTRACTOR has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by CONTRACTOR to VC SAFE. Should CONTRACTOR fail to reimburse moneys due VC SAFE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, VC SAFE is authorized to intercept and withhold future payments due CONTRACTOR from VC SAFE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

3.17.6. Fines. Fines for starting late; leaving early; taking more breaks than authorized; or being ordered out of service by a CHP, VC SAFE Representative or Caltrans supervisor for Contract infractions, shall be deducted from the CONTRACTOR's monthly invoice at

three(3) times the hourly rate. Fines may be further described in the attached [Exhibit "C"](#).

3.17.7. Accounting System. CONTRACTOR and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of CONTRACTOR and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

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

Attn: Andrew Kent, FSP Program Analyst

Email: fsp@goventura.org

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

3.17.9. Right to Audit. For the purpose of determining compliance with this Contract and other matters connected with the performance of CONTRACTOR's contracts with third parties, CONTRACTOR and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to CONTRACTOR. VC SAFE, the State of California acting through the Department of Transportation or its duly authorized representative, the California State Auditor, or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and CONTRACTOR shall furnish copies thereof if requested.

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

3.17.11. Travel and Subsistence. Payments to CONTRACTOR for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then CONTRACTOR is responsible for the cost difference and any overpayments shall be reimbursed to VC SAFE on demand.

3.17.12 **Employment Adverse to the VC SAFE.** CONTRACTOR shall notify VC SAFE, and shall obtain VC SAFE's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against VC SAFE during the term of this Contract.

3.17.13. **Extra Work.** At any time during the term of this Contract, VC SAFE may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by VC SAFE to be necessary for proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of the execution of this Contract and was not included in the Scope of Services. Extra Work, if any, shall be reimbursed at the hourly rate in the "CFSP/Extra Rate" line item and the appropriate year, as identified in Section 3.17.3. CONTRACTOR shall not perform, nor be compensated for Extra Work without obtaining authorization in the form of a written Extra Work Order issued by VC SAFE's Representative. For instance, CFSP is a service provided during highway construction and is considered Extra Work. CONTRACTOR shall provide Extra Work only when an Extra Work Order has been issued and signed by VC SAFE's Representative. No compensation or reimbursement for Extra Work shall be paid if it is not authorized by VC SAFE. Extra Work less than \$50,000 may be approved in writing/email by VC SAFE's Executive Director. All Extra Work in a cumulative total in excess of \$50,001, must be approved by the VC SAFE Commission, prior to executing a Contract Amendment.

A. If a tow operator is scheduled for Extra Work and it is notified of a cancellation with LESS than a 24-hour notice – then the tow operator will be reimbursed for three (3) hours of the agreed upon contract hourly rate. Note: The minimum of the three (3) hours should cover eight hours of the drivers' hourly wage. Starting with "Less than a 24-hour cancellation notice" up to the time the tow operator is on the assigned Extra Work Beat, the "three contract hour cancellation rate" remains the same. Once the tow operator is on the Extra Work Beat, the cancellation policy changes.

B. If a tow operator begins the Extra Work (the truck is on the Beat) and is then notified that Extra Work has been cancelled, the FSP Driver will be paid for the entire shift period up to a maximum of eight (8) hours. A shift period for this policy is defined as: the time period of the actual Extra Work shift assigned or for a maximum of eight (8) contract hours, whichever is less.

C. The supervising FSP CHP Officer for the Extra Work shift will make the final determination as to whether or not the tow operator will continue to work the Extra Work shift. Regardless, the tow operator will be reimbursed for the original shift period or a maximum of eight (8) hours, whichever is less.

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

318 Delay in Performance.

3.18.1 **Excusable Delays.** Neither Party shall be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or

delayed by an Excusable Delay. Should CONTRACTOR be delayed or prevented from the timely performance of any act or Services required by the terms of the Contract by an Excusable Delay, CONTRACTOR's schedule for completion of tasks affected by such delay may be extended as set forth in Section 3.18.2. But in every case, CONTRACTOR's failure to perform must be reasonably beyond the control, and without the fault or negligence of the CONTRACTOR. Excusable Delays are acts of God or of the public enemy, acts or omissions of VC SAFE or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

3.18.2 Written Notice. If CONTRACTOR believes it is entitled to an extension of time due to conditions set forth in Section 3.18.1, CONTRACTOR shall provide written notice to the VC SAFE within seven (7) working days from the time CONTRACTOR knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of CONTRACTOR to provide such timely notice shall constitute a waiver by CONTRACTOR of any right to an excusable delay in time of performance.

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

319 Status of CONTRACTOR/Subcontractors.

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

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

3.19.3 Subcontracting. CONTRACTOR shall not subcontract any portion of the work or Services required by this Contract, except as expressly stated herein, including the Scope of Services, without prior written approval of the VC SAFE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. VC SAFE shall have no liability to any subconsultant(s) for payment for services under this Contract or other work performed for CONTRACTOR, and any subcontract entered into by CONTRACTOR pursuant to the conduct of services under this Contract shall duly note that the responsibility for payment for the technical services or any other work

performed shall be the sole responsibility of CONTRACTOR.

320 Non-Expendable Equipment. CONTRACTOR will maintain an inventory of all non-expendable equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with funds provided pursuant to this Contract.

321 Ownership of Materials and Confidentiality.

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

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

322 Indemnification. CONTRACTOR shall indemnify and hold VC SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, contractors, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of, or incident to, any acts, omissions, or willful misconduct of the CONTRACTOR, its officials, officers, employees, agents, consultants, contractors and subcontractors arising out of or in connection with the performance of the Services or this Contract, including without limitation, the payment of all consequential damages and other related costs and expenses. CONTRACTOR shall defend,

at CONTRACTOR's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against VC SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, contractors, consultants, employees, and volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against VC SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse VC SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, consultants, employees, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CONTRACTOR, VC SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers.

323 Insurance.

- 323.1. At the CONTRACTOR's sole expense, CONTRACTOR shall procure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, carriers, representatives, employees or subcontractors.
- 323.2. The CONTRACTOR shall deliver to VC SAFE prior to an issuance of a Notice to Proceed, evidence of insurance in a form acceptable to VC SAFE, including certificates of insurance and required endorsements, as specified by VC SAFE. All insurance policies shall cover CONTRACTOR, its agents, carriers, representatives, employees or subcontractors. If requested in writing by VC SAFE, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by VC SAFE. All insurance policies shall be written with insurance companies licensed to do business in the State of California and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the VC SAFE. The CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.
- 323.3. **Self-Insured Retentions.** Any self-insured retentions must be declared to and approved by the VC SAFE. The VC SAFE may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or VC SAFE.

323.4. Minimum Requirements.

- A. **Commercial General Liability Insurance (CGL).** CONTRACTOR shall maintain, at its cost CGL Insurance coverage for the use and operation of all trucks of two million dollars **(\$2,000,000)** per occurrence.
- B. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- C. If evidence of CGL and AL is provided on a Garage Liability policy, the Broadened Coverage - Garages endorsement (CA 25 14) must be endorsed to the policy. CONTRACTOR shall cause the Ventura County Transportation Commission, the VC

SAFE, and its officers, commissioners, members, officials, employees, agents and volunteers to be named an additional insured under all such policies.

D. In addition, CONTRACTOR shall keep in full force, at all times during the life of the contract, insurance coverage meeting minimum requirements as follows:

1. **CGL.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury.

2. **Comprehensive Auto Liability.** Must include the following endorsements:

a. Any autos; hired-car coverage; employers non-owned auto coverage; and five million dollars (**\$5,000,000**) coverage;

b. The policy shall not contain a radius restriction of less than fifty (50) miles; and

c. One hundred thousand dollars (**\$100,000**) motor cargo insurance or on hook liability.

3. **INTENTIONALLY LEFT BLANK.**

4. **Workers' Compensation and Employers' Liability.** Statutory limits for workers' compensation and employers' liability insurance with a limit of no less than one million dollars (**\$1,000,000**) per accident for bodily injury, and for bodily injury for disease, one million dollars (**\$1,000,000**) policy limit/one million dollars (**\$1,000,000**) for each employee.

3.23.5. **Endorsements.** The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

A. The VC SAFE, its officers, commissioners, members, officials, employees, agents and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the CONTRACTOR's insurance policy, or as a separate owner's policy.

B. For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respect to the VC SAFE, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the VC SAFE, its officers, commissioners, members, officials, employees, agents and volunteers, shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3.23.6. General Provisions

A. **Higher Limits.** The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the CONTRACTOR maintains higher limits than the minimums shown below, the VC SAFE shall be entitled to coverage for higher limits maintained by the Proposer.

B. **Waiver of Subrogation.** CONTRACTOR hereby grants to the VC SAFE a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the VC SAFE by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the VC SAFE has received a waiver of subrogation endorsement from the insurer.

C. **Enforcement.** VC SAFE may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or

maintain any insurance coverage required, VC SAFE may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude VC SAFE from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- D. **No Waiver.** Failure of VC SAFE to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- E. **Special Risks or Circumstances.** VC SAFE, acting through its Executive Director, reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, as determined by the Executive Director to be in the best interests of VC SAFE.

324 Prohibited Interests.

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

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

3.24.3 **Conflict of Employment.** Employment by the CONTRACTOR of date of execution of this Contract, where this employment is caused by, and or dependent upon, the CONTRACTOR securing this or related Contracts with VC SAFE, is prohibited.

325 **Equal Opportunity Employment.** CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, denial of family and medical care leave, or denial of pregnancy disability leave. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.): The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall include the provisions of this Section in all of CONTRACTOR's subcontracts with respect to work under this Agreement, unless exempted

by the Regulations. CONTRACTOR shall also comply with all relevant provisions of VC SAFE's Minority Business Enterprise program, Affirmative Action Plan, or other related VC SAFE programs or guidelines currently in effect or hereinafter enacted.

326 Right to Employ Other Contractors. VC SAFE reserves the right to employ other contractors in connection with the Services.

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

328 Venue. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in Ventura County, California. The Parties agree that the venue for any action or claim brought by any Party will be the Central District of Ventura County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Central District of Ventura County.

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

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

331 Notices. All notices hereunder and communications regarding Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

	CONTRACTOR	VC SAFE
Company Name	Platinum Tow & Transport, Inc.	Ventura County SAFE
Representative's Title	President	FSP Program Analyst
Address	938 Verdulera Street	950 County Square Dr., Ste. 207
City, State & Zip	Camarillo, CA 93010	Ventura CA 93003
Attention	Bill Paymard	Andrew Kent
Representative's Email	bill@platinumtow.com	fsp@goventura.org

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

332 Electronic Delivery of Agreement. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of the Agreement for all purposes.

333 Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. An Administrative Amendment may be approved by VC SAFE's Executive Director, if the Amendment does not change the Contract's term, or if the increase to the Contract does not exceed \$50,000. An Amendment that changes the project term or increases the NTE amount more than \$50,001, must be approved by the VC SAFE Commission.

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

335 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall

continue in full force and effect.

- 336 **No Waiver.** Failure of CONTRACTOR to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.
- 337 **Eight-Hour Law.** Pursuant to the provisions of the California Labor Code, not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless CONTRACTOR or the Services are not subject to the Eight-Hour Law. CONTRACTOR shall forfeit to VC SAFE as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless CONTRACTOR or the Services are not subject to the Eight-Hour Law.
- 338 **Subpoenas or Court Orders.** Should CONTRACTOR receive a subpoena or court order related to this Agreement, the Services or the Project, CONTRACTOR shall immediately provide written notice of the subpoena or court order to the VC SAFE. CONTRACTOR shall not respond to any such subpoena or court order until notice to the VC SAFE is provided as required herein and shall cooperate with the VC SAFE in responding to the subpoena or court order.
- 339 **Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.
- 340 **Counterparts.** This Agreement may be signed in one or more counterparts, any one of which shall be effective as an original document.
- 341 **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.
- 342 **Conflicting Provisions.** In the event that provisions of any attached Exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. In the event the standards set forth in this Agreement conflict with the standards set forth in any exhibit hereto, the higher standard shall govern.
- 343 **Attorneys' Fees and Costs.** If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a Party hereto and payable under Section 3.21, Indemnification.
- 344 **Consent.** Whenever consent or approval of any Party is required under this Contract, that Party shall not unreasonably withhold nor delay such consent or approval.
- 345 **Force Majeure.** CONTRACTOR shall not be in default under his Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides and fires, or other catastrophic events, which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other

catastrophic events” does not include the financial inability of CONTACTOR to perform or failure of CONTACTOR to obtain either any necessary permits or licenses from other governmental agencies, or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONTACTOR.

346 **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

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

**VENTURA COUNTY TRANSPORTATION
COMMISSION ACTING AS THE VENTURA
COUNTY SERVICE AUTHORITY FOR
FREEWAY EMERGENCIES**

PLATINUM TOW & TRANSPORT, INC.

By: _____

Claudia Bill-De La Peña, Chair

By: _____

Bill Paymard, President

APPROVED AS TO FORM:

ATTEST:

By: _____

Steven T. Mattas, General Counsel

By: _____

VENTURA COUNTY SAFE BEAT 2 DESCRIPTION, MAP AND HOURS/DAYS OF OPERATION

Beat #	Beat Description	Beat Length in Miles	# Primary Trucks in AM & PM	# Back-Up Tow Trucks
2	US-101 from Camarillo Springs Road to Central Avenue	8.7	2	1

The total annual FSP hours for the a.m. and p.m. shifts, are on average **1,786 hours** for each Tow Truck/Driver, for Beat 2, per year. FSP will be provided Monday through Friday from 6:00 a.m. to 9:00 a.m., and from 3:00 p.m. to 7:00 p.m., with the exception of the following holidays. The holidays below that show a decrease of three hours (-3) indicates that the CONTRACTOR shall **NOT** provide morning FSP service on that holiday, but **WILL** provide afternoon FSP service. A "0" indicates that the holiday falls on a weekend and does not alter the FSP Monday through Friday schedule. Holidays in **gray** are not in the contract period.

Holiday (Day)	2020	2021	2022	2023	Comments
Mon-Fri Annual Hours	98	1,827	1,820	1,771	# of M-F days X 7 FSP hours @ day
New Year's Day (varies)		-7	0	0	Falls on Sat in 2022; Sun in 2023
Martin Luther King Jr. (Mon)		-3	-3	-3	No a.m. FSP
Presidents' Day (Mon)		-3	-3	-3	No a.m. FSP
Memorial Day (Mon)		-7	-7	-7	No FSP
July 4 th (varies)		0	-3	-7	Falls on Sun 2021; on Mon in 2022 so NO a.m. FSP in 2022
Labor Day (Mon)		-7	-7	-7	No FSP
Veterans Day (varies)		-7	-3	0	Falls on Fri in 2022, so NO a.m. FSP in 2022; Falls on a Sat in 2023
Thanksgiving (Thurs)		-7	-7	-7	No FSP
Day after (Friday)		-7	-7	-7	No FSP
Christmas (varies)	-7	0	0		Falls on Sat in 2021; Sun in 2022
Hours for @ Truck @ year	91	1,779	1,780	1,709	Total Contract Hrs. @ Truck: 5,359

In addition to the above service hours, at the discretion of VCTC and the CHP, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). VCTC may also alter the schedule to accommodate "summer traffic." CONTRACTORS will be notified at least seven (7) calendar days prior to when FSP service hours are altered due to when certain holidays fall on the calendar. This additional service may vary from year to year.



**VENTURA COUNTY SAFE
PLATINUM TOW & TRANSPORT, INC.
BEAT 2 PROPOSAL AND PRICE PROPOSAL**

PLATINUM

tow & transport



VCTC FSP Proposal

Beat 2

PLATINUM TOW & TRANSPORT

938 Verdulera St. • Camarillo, California 93010 • PH 805.987.3345 • FX 805.987.3133

Mailing Address: P.O. Box 3410 • Camarillo, California 93011-3410

www.platinumtow.com

Executive Summary

Platinum Tow and Transport Inc
938 Verdulera St.
Camarillo, CA 93010

Los Angeles FSP Regional Yard:
910 North San Fernando Rd
Los Angeles, CA 90065

Westlake Village Location:
31166 Via Colinas
Westlake Village, CA 91361

Oxnard Location:
751 East Wooley Rd
Oxnard, CA 93030

Platinum Tow and Transport Inc. was founded in October of 2001. A single tow truck was purchased to compliment a struggling tire store. What started with a single tow truck has grown into a fleet of 72 tow trucks today. Needless to say, the tire store is long gone! Platinum Tow and Transport Inc. is a Chapter S corporation in the State of California.

We currently operate four locations in the cities of Westlake Village, Camarillo, and Oxnard. These locations handle every day tow business with our law enforcement partners, and customers. Our fourth location in Downtown Los Angeles serves as home for our Regional Freeway Service Patrol Program.

All four of our locations are staffed with Employees for only that location. We help each other as needed. Each location also has its own Manager. Our Camarillo location serves as headquarters for the entire company. Current amount of Employees for each location are as follows: Camarillo- 9, Oxnard - 21, Westlake Village- 11, Downtown LA-16.

The services we provide include, light, medium, and heavy duty towing. Additional services we provide include lowbed and lowboy service, equipment and bus transport and towing, as well as 48 state trucking. In our fleet is one specialized enclosed tow truck for exotic cars. Our firm is registered with the U.S. Department of Transportation.

Platinum Tow and Transport Inc. has been a law enforcement contractor since 2002. Our primary service area covers both Los Angeles and Ventura Counties. We have several contracts in place with both municipal and private agencies. The customers we service include: Los Angeles Metropolitan Transit Authority (Metro), The Auto Club of Southern California (AAA), Los Angeles World Airports (LAWA), and many law enforcement partners. Our law enforcement partners consist of The California Highway Patrol, Ventura County Sheriff's Department, Thousand Oaks Police Department, Camarillo Police Department, Oxnard Police Department, Port Hueneme Police Department, and California State University Channel Islands Public Safety Department. Platinum Tow and Transport Inc. is the current evidence contractor

for The California Highway Patrol, Ventura and Moorpark office, county wide evidence tow for the Ventura County Sheriff's Department, as well as the evidence tow for Port Hueneme Police Department.

Some of our unwritten business includes auto dealerships, collision centers, automotive and truck repair shops, companies with fleets of vehicles, rental companies, and auctions. We have had steady and continuous growth over the years providing the best possible service to all of our customers.

It is our goal as a contractor to perform the scope of work with the highest possible performance and integrity. We have never breached, been terminated or banned from bidding on a contract. In fact our firm has been re-awarded contracts several times with our contracted agencies.

Beat 2 would be operated from our Camarillo location located at 938 Verdulera St., Camarillo, CA 93010. Our location is approximately is less than 1 mile away.

1. Qualifications, Related Experience and References

Platinum Tow and Transport Inc is a current FSP contractor with the Los Angeles Metropolitan Transit Authority. Our firm has been a continuous FSP contractor with Metro since 2007. Since this time, the core scope of work performed on the Freeway Service Patrol has remained the same. Some slight changes have taken place with equipment and Standard Operating Procedure guidelines. The real big change came with the administrative fines imposed on non-performing contractors and operators.

Our Freeway Service Patrol experience dates back from 2004 to current. We have been awarded a total of six Freeway Service Patrol contracts. Our experience tells us that providing a positive work environment for our employees, following the guidelines given in the standard operating procedure, and providing excellent service to motorist stranded along the Ventura Freeway system equal the "recipe to success", for a Freeway Service Patrol Contractor. Let us share our experience.

Platinum Tow and Transport Inc. received its first Freeway Service Patrol Contract in 2004. Our First Freeway Service Patrol (FSP) contract came the way of Caltrans, during the construction of the Santa Clara River Bridge in Ventura, California. The contracted ended in 2006. The contract was for two dedicated trucks and a backup truck. Service hours were from 6 a.m. to 7p.m., Monday to Friday, with one midday truck on the beat from, 10:00a.m. To 3:00p.m. Weekend service was provided from 10:00a.m.to 6:00 p.m. both Saturday and Sunday. Our contract was supervised by the California Highway Patrol Ventura Office. Various Caltrans Project Managers had been assigned. We provided the scope of work as listed in the contract. The scope of work was identical to the services provided by the Los Angeles Metro Freeway Service Patrol program.

In 2007, Platinum Tow and Transport Inc. was awarded contract FSP7-07, with the Los Angeles Metropolitan Transit Authority (Metro). This would be our first contract with Los Angeles Metro's Freeway Service Patrol program. The scope of work in the contract was to provide freeway service patrol along the 101 freeway, from De Soto Avenue, to Coldwater Canyon Blvd. The contract required

four dedicated trucks and one backup truck. The hours of service for this beat started at 6:00a.m. To 7:00 p.m. Monday to Friday, and Saturday and Sunday from 10:00am to 6:30p.m. During peak hours four trucks patrolled the beat from 6:00am to 10:00am, and 3:00m. To 7:00pm. The contract provided for one midday truck from 10:00am to 3:00pm. Weekend service was also limited to one truck. Service provided to the motoring public included towing off the freeway, to a drop zone, up to one gallon of fuel, tire changes, jump starts, and lock outs. The original contract had a term of three years. However, we performed service for FSP7-07 for five years. The contract extension ended in 2012.

Our second contract with L.A. Metro came in 2010. Contract FSP10-33 was awarded to provide FSP service along the 118 freeway from Rocky Peak Rd, to the 210 freeway at Mc Clay Ave. FSP10-33 was for a term of 42 months. This contract would be performed concurrently with FSP7-07. The scope of work and hours of service was identical to FSP7-07. The contract required four trucks with one back up truck. The hours of service are the same. The service to the Los Angeles motoring public would be the same as FSP7-07. We received seven contract extensions for an additional eighteen months. The Contract ended in 2015.

Upon the completion of FSP7-07, Platinum Tow and Transport Inc would be awarded contract FSP12-29. Service would be provided along the 101 freeway from Lindero Canyon Rd to De Soto Ave. The contract would require four dedicated trucks and one back up truck. The hours of service would be the same as FSP7-07. The only difference would be a second midday truck operating from 10:00am to 3:00pm. FSP 12-29 would also be performed concurrently with FSP10-33. The original contract would be for 36 months. The services provided would be the same as FSP7-07 and FSP10-33. One extension was given for six months. The contract would end in 2016.

In 2014, we had been awarded FSP Contract 14-42. Service for this contract would be provided along the 5 freeway from Roxford Ave. to Lake Hughes Blvd. Unlike the previous contracts, FSP14-42 would require three trucks with one backup truck. The hours of service would be the same for peak, midday and weekend hours. This contract would be performed concurrently with FSP12-29. Services to the motoring public would be the same as previous FSP contracts. The contract term was for 36 months. We are currently on a second extension set to expire on July 31, 2019.

With the completion of FSP12-29 Platinum Tow and Transport Inc would be re-awarded FSP Beat 29 on contract FSP3470600B29. This new contract would mark some significant changes to the FSP program. Most of the beats in the solicitation would have one less truck than previous contracts. The living wage rate would be included in this contract. Small Business Enterprise (SBE) participation would also be basis of award. The scope of work and hours of service would stay the same. The contract would be performed concurrently with FSP14-42. FSP3470600B29 is set to expire in May of 2020.

We have been part of the Los Angeles Metropolitan Transit Authority Freeway Service Patrol (FSP) program since 2007. Our Company was awarded a second FSP contract in 2010. We have continuously operated two FSP beats until current. Our Success in the program has come from hiring quality FSP Operators (Drivers), compensating our Operators with a competitive salary, and providing the best equipment possible to our staff.

In 2018, the Los Angeles County Metropolitan Transit Authority offered two Regional FSP contracts. The regions were known as Region 1 and 2. Region1 is located in Southern Los Angeles County near the Orange County areas, and Region 2 covers most of the freeways in the Downtown Los Angeles region. Our company was awarded the region 2 in 2019. We started the project in May of 2020. The region totals six beats and twenty-five trucks. This is the largest FSP contract ever awarded by the Los Angeles Metropolitan Transit Authority.

As of today, we are the largest single FSP contractor for Los Angeles MTA. We operate a total of eight beats. Two of the beats are existing, and six with the way of the regional contract. We operate 33 vehicles and employ 24 Drivers.

Much of our success over the years while operating the Freeway Service Patrol program came the way of having quality personnel. We recruit and strive for an FSP Operator who is neat, organized and responsible. The requirements demand this type of individual. FSP Tow Operators must arrive early to inspect and document the vehicle being deployed for the shift. The vehicle must be clean before leaving the yard. Uniforms, appearance, and personal hygiene must meet our acceptable standard. Our Operators very seldom need to be reminded of our values. Operators which need to be reminded of these standards on a regular basis have not lasted very long in our organization. Regardless of the quality of the Operators, Contractors, can never turn a blind eye to the FSP program.

The successful work place environment for FSP Tow Operators must have the culture of a Team. This has worked well for us by reducing turn over and creating long term employment. The Team Members must realize that aside from the camaraderie, the scope of work must be performed at the highest level.

Allowing the Operators in our organization the ability for decision making has netted some long term Employees. When the Contractor does not listen, it can prove costly. It did for us. We asked for truck chassis input during the FSP 2012 contract award. We decided to use a different chassis than selected by our Operators. Mitsubishi Trucks introduced a cab over, four cylinder tow truck chassis that showed to be great on fuel mileage. The price was right and many contractors purchased these trucks. The emissions systems in these trucks had been faulty from the factory. The trucks would remain at dealerships for weeks sometimes month for technicians to figure out how to repair them .Needless to say, we have since never re-ordered these trucks as part of our fleet. We should have listened to our Operators on the front line. On a side note, these Operators are still employed with us!

Included in this Bid package you will receive copies of business license over the last five years. Attached you will also see proof of insurance copies. Our firm has never been suspended, terminated or barred from any contract. Our Motor Carrier permit is also included.

Our Current financial condition is above average based on the recent pandemic and climate in the country. We have not missed or been late in any financial obligations ever as a company. We work with a local bank for our day to day banking and financial needs. Our equipment financing comes from two of

the largest equipment finance companies in the nation. We have a credit line for trucks with Santander USA, as well as TCF Equipment. Both credit lines have sufficient amounts available for financing of up to \$2.5 million dollars. Each truck for this RFP will have a cost at or around \$125,000.

Like many FSP programs, the fines or docs for violations can become very expensive. As an organization we believe we can perform the service at the highest level. We believe we can achieve this while not receiving fines that will reduce our income. Most of our Management team comes with FSP experience.

Proposed Staffing and Project Organization

In total, Platinum Tow and Transport Inc. employs a staff of 57 Drivers, and 6 office and support personnel. The majority of our staff has been employed with the company for multiple years. We expect to hire at least 3 new Drivers, per beat, if we are selected and awarded the FSP VCTC contract. With the amount of current Drivers on staff, we are able to service and maintain our contracts and customers aside from Freeway Service Patrol program. The amount of Drivers we staff also allows us the ability to have adequate backup Drivers for FSP in the event emergency staffing is needed. We believe that with the wage schedule established in this RFP along with the benefits that we provide such as health insurance, quarterly wage promotions, and paid vacation would make for good terms for hiring additional FSP Operators.

Below you will find brief resumes and job descriptions of our management team.

Bill Paymard, President/Owner, duties include regular visits to each of the Platinum Tow and Transport locations. Attend contractor meetings with the various municipal agencies and law enforcement partners. Will be available to take phone calls and address concerns during FSP hours. Present during any absence of any Manager. Discuss daily operations with Manager and make changes as needed. Other duties include human resources, outside sales, and daily decision making. Bill is also FSP certified and periodically will cover an FSP shift if needed. Shall serve as "key" for the VCTC contract.

Miriam Carlos, Assistant to Bill Paymard

Miriam has been employed at Platinum Tow & Transport Inc since 2012. Originally hired to perform daily book keeping and dispatching today she serves as Assistant to Bill Paymard with the ability to make decisions on behalf of the company.

Additional duties include the handling of day to day operations, FSP billing, ordering FSP supplies, knowledge of the FSP program, accounts receivable and payable, supervision of dispatchers, and preparing schedules for Drivers and various other tasks. Miriam reports directly to the Owner of any issues or concerns.

Raul Flores, Oxnard Location Manager

Raul has been employed at Platinum Tow & Transport Inc since 2007. He first started as an FSP Driver. In 2015 he was appointed to Manager. Raul has extensive FSP and Towing Manager experience.

Raul will have an active Manager role if we are selected for the VCTC FSP program.

Duties include handling of day to day operations, regular meetings with Drivers, handling of paperwork and information. Inspection of trucks and equipment to identify causes for concern. Prepares daily reports to the Owner of any issues or concerns.

Pamela Lopez, Westlake Village Location Manager

Pamela has been employed at Platinum Tow & Transport Inc since 2016. Her first position was as a Dispatcher. In 2019 she was promoted to Manager of the WLV location.

Duties include handling of day to day operations, scheduling, preparation of paperwork, dispatch, and quality control. Prepares daily reports to the Owner of any issues or concerns.

Larry Albrecht, Regional FSP Program Manager for our Regional FSP area in DTLA. Larry has been at Platinum Tow and Transport Inc since 2019. Prior to joining Platinum, Larry, was employed as an Officer with the California Highway Patrol overseeing the Los Angeles Freeway Service Patrol. He spent 30 years on the force.

Tasks include the handling of day to day FSP operations for the Los Angeles contract, executing and understanding of the FSP Regional scope of work, implementing and understanding of the FSP regional Standard Operating Procedure, interaction with CHP units in the program, attend contractor meetings, review of daily paperwork, Operator check list and scantron, scheduling, submitting payroll to main office, inspecting vehicles, direct supervisor to the work force, certified to cover shifts if needed, and most human resource issues. Prepares daily reports to the Owner of any issues or concerns. There are two underlying Managers working under his supervision.

Although Larry will not have roll in the Freeway Service Patrol program with VCTC. He will be available as needed to answer questions and lend support. Since OJT is required for all Operators on the VCTC contract, it will be coordinated with Larry.

Project Approach/Work Plan

The Primary function of the Freeway Service Patrol is to reduce congestion and help cut down on travel time on a very busy freeway system. Our goal is to keep the freeway and motoring public moving! The Freeway Patrol Service provides cost free emergency road service to motorist who become broken down or stranded on the Ventura County freeways.

The services related to this project are very similar to the services we have been providing to the motorist of Los Angeles County since 2007. We provide tows, to the nearest drop location, provide one gallon of gasoline or diesel to motorist who run out of fuel, jump start vehicle that need to be started, unlock vehicles if a motorist becomes locked out, change tires on vehicles with flats, blow outs, or tire related issues. The program has only allowed service for vehicles under 6000 pounds. The Freeway

Service Patrol works very closely with the California Highway Patrol to clear lanes of vehicles that have been involved in accidents or blocking lanes, due to mechanical failure.

Our experience tells us that the motorists we service on the freeways must be treated like customers. Although the service is free of charge, the motorist should feel as if they received a premium service. Ultimately it is the tax payer dollars from the motorist that fund the program

Quality FSP Operators is the most important piece to the program. The Operator goes out and becomes the front line and face to the program. When we interview a potential new hire for the program, we are looking for two things. Is this person pleasant, and does this person have the ability to communicate. The majority of the time, we are reaching people at the most vulnerable time, stranded on the freeway. It is important for an Operator to calm the person and realize that we have arrived to help. Having the ability to communicate is key. The Operator must listen and communicate to the Motorist of what help is needed and will be provided.

Upon receiving a notice to proceed, execution for the VCTC FSP Program will start with the recruitment and hiring of approximately 3 Operators per beat. Help wanted ads shall be placed onto on-line services such as Indeed. Craigslist will also be used to recruit Operators. We would assume that Operators who are working on other contracts in the area may apply for a position. Preference will be given to those Operators who meet our standards. Operators who are new to the program will then attend the CHP background and training class. Once the New Operator completes the training class, they will receive on the job training. Also, each Driver will receive the following: New Uniforms, FSP Safety Vest (2), FSP ball cap, safety glasses, and brass name tag for the FSP vest.

With the hiring process, a Beat leader will be selected to serve as a Supervisor for the beat. The Beat Leader shall be a, working on the beat, Supervisor. Responsibilities will include confirming all the necessary equipment is in good working order, handling of paperwork, cleanliness of equipment, and reporting back to Management of any issues or concerns. It will also be the responsibility of all the Beat Leader to check the grooming standard of FSP Operators. The grooming standard must meet or exceed the standard as listed in the FSP Standard Operating Procedure.

Tow Operators shall be assigned to Beats and the vehicle assigned. There will not be any leap frogging for FSP Tow Operators. The FSP Tow operator will complete the shift based on the required hours of service given in the scope of work.

Tow Operators shall follow the listed times of duty as provided by VCTC. Operators shall be scheduled to report for duty thirty minutes prior to shift. Inspection of the vehicle and equipment must be completed prior to leaving the yard for deployment to the beat. Beat Leaders must then confirm and initial the information provided.

Back up Drivers will be selected from the Contractors commercial tow business operation. Our plan is to have at least two Operators to work on the FSP program when needed. These Drivers would attend CHP

training and obtain FSP Id Cards. The backup Driver would be assigned to the program until the return or replacement of the individual who is absent.

Customer service starts with Contractor management. Management, Beat Leaders, and Operators need to have a positive attitude towards the scope of work and Ventura County Motorist. We choose quality Operators who work well in a fast paced environment and understand the goals of the program. All new Operators receive training from CHP on job duties and with public interaction. Managers in the program will work in providing support to FSP operators to better understand the customer service side of the program. Emphasis will be given to proper tone and language, communication, and professionalism. Role playing will be performed to help Operators prepare for situations they may encounter. When Operators become frustrated with certain parts of the job, Managers must provide support and understanding of the situation.

Motorist who wish to compliment or raise concern to the program can do so in two ways. FSP Operators shall be directed to have the motorists contact our FSP Manager for assistance. Claims for damage caused while receiving FSP service will be handled by the Contractor Manager. Motorist may also be referred to VCTC or CHP.

The truck equipment order will take place immediately once a notice to proceed is issued. With the type of trucks in this proposal, every day will count. Once the equipment is ordered, the VCTC Project Manager shall we receive a written update and timeline for the readiness of the order. We have selected Tow industries of Los Angeles as our supplier. They have been the largest and most reliable provider of Freeway Service Patrol trucks in the area for many years.

With the recent COVID 19 closures the availability of truck chassis has been an issue. Production at most plants has stopped. The type of chassis needed, crew cab, seating for five, or not common in the tow industry built as wreckers. They are very common for flatbed type applications. We bring this to your attention since we are aware that ourselves, and other prospective bidders within Ventura County do not have any of these type vehicles in the fleet. Any contractor selected from the Ventura County area will need to buy new trucks to meet the requirement of this RFP. This is also the time of year for the New Year model and production at the manufacturer is slow. We bring this to your attention based on the timeline and start date set in this RFP.

We have selected to use the International CV model truck. We would order crew cabs. We selected this model since we have a good International dealer in Oxnard with a reputable service department for repairs when needed. These trucks are also compact to allow enough space on narrow shoulders as not to block lanes. Freightliner M2 chassis all though higher in GVW are wider and bulkier and take more room. The Dodge Ram product has many flaws. We had been forced to use this model on our Regional hand have had difficulty getting repairs and finding qualified dealers for repair.

We are aware of the different communication methods on this contract. The Verizon push to talk plus has been chosen as the communication device for this project. We understand that the Contractor will be responsible for supplying these devices for each truck. These devices shall be used for

communication with CHP. Tablets will be provided by VCTC for FSP Operators to input data. All of our facilities are set up work computer work stations are high speed internet. Shop radios and push to talk charging equipment shall be installed by the contractor

We have prided ourselves with the best equipment on the road. Good equipment brings comfort and ease to the job for FSP operators. Some examples are conventional cab and cab over chassis. Cab over trucks tend to be real bouncy for Drivers. Therefore we only have conventional type chassis in our fleet. Our Fleet of FSP trucks are always equipped with aluminum wheels to have high curb appeal when on the road. Operators feel a sense of pride when they are on the road with a vehicle that has some shine to it. One thing we do not allow is for Operators to share trucks. Each operator is assigned their own truck. The Beat leader is responsible for the backup truck. This is important after use to make sure equipment is not missing and or damaged.

Team building is a very important piece for us as a company. We want to recognize the Men and Woman in our organizations that have performed at the highest standard... We plan for the following for the FSP Program. Each month, one FSP tow Operator will be selected as "FSP Tow Operator of the Month". Award shall include a gift card for dinner for two at a quality restaurant. Every Year one FSP Tow Operator will be selected as "FSP Tow Operator of the Year". The recipient will receive a plaque and a paid vacation for two. We typically select Las Vegas for this destination. Gift cards for kudos are also given out when compliments and or positive feedback is received. The gift cards are for lunch at a quick service restaurant.

Official record keeping for this procurement shall take place at the corporate main office located at: 938 Verdulera St. Camarillo, CA 93010. Records that will be kept on site for all personnel will include: Copies of current Drivers licenses, copies of current DMV pull notices, copies of CSAT test results, copies of FSP ID Cards, and copies medical cards. These items shall be placed in a binder located in the Managers office. Information will be categorized by month and order of date of birth to allow the Manager ability to view current and coming month information.

Maintenance of vehicle shall be completed as scheduled. FSP service vehicles will be inspected on a daily basis for working lights, equipment, and damage. Lube service will be performed on vehicles between 8,000 to 10,000 miles. Vehicles will be removed from service if not serviced by 10,000 miles. Service shall include: replacement of oil and filters, inspection of brakes, tires, electrical, and preventative maintenance measures. These services shall be performed by our in-house Technician. All major repairs such as engine, transmission, and axle over hauls shall be sent to a qualified repair center of the Contractors choice. Platinum Tow and Transport Inc. does employee two Mechanics for timely repairs.

Qualified repair shops for either mechanical or collision shall be in close proximity to the Contractors place of business. Timelines will be requested for all necessary repairs. Communication of the timeline will be sent, by the Manager, to VCTC and the contractor organization.

Mechanical failures or accidents while an FSP vehicle is deployed on the Beat shall be handled by the following procedure. The Operator will notify the CHP Dispatcher of the failure. The Operator will then contact the Contractors Office for a replacement vehicle. Out of service signs will be placed on the vehicle while in wait. It will be the duty of the Beat Leader or Manager to arrange for the replacement vehicle. The vehicle should arrive as expeditiously as possible. The Manager will then stay with the broken down vehicle until arrangements can be made for removal.

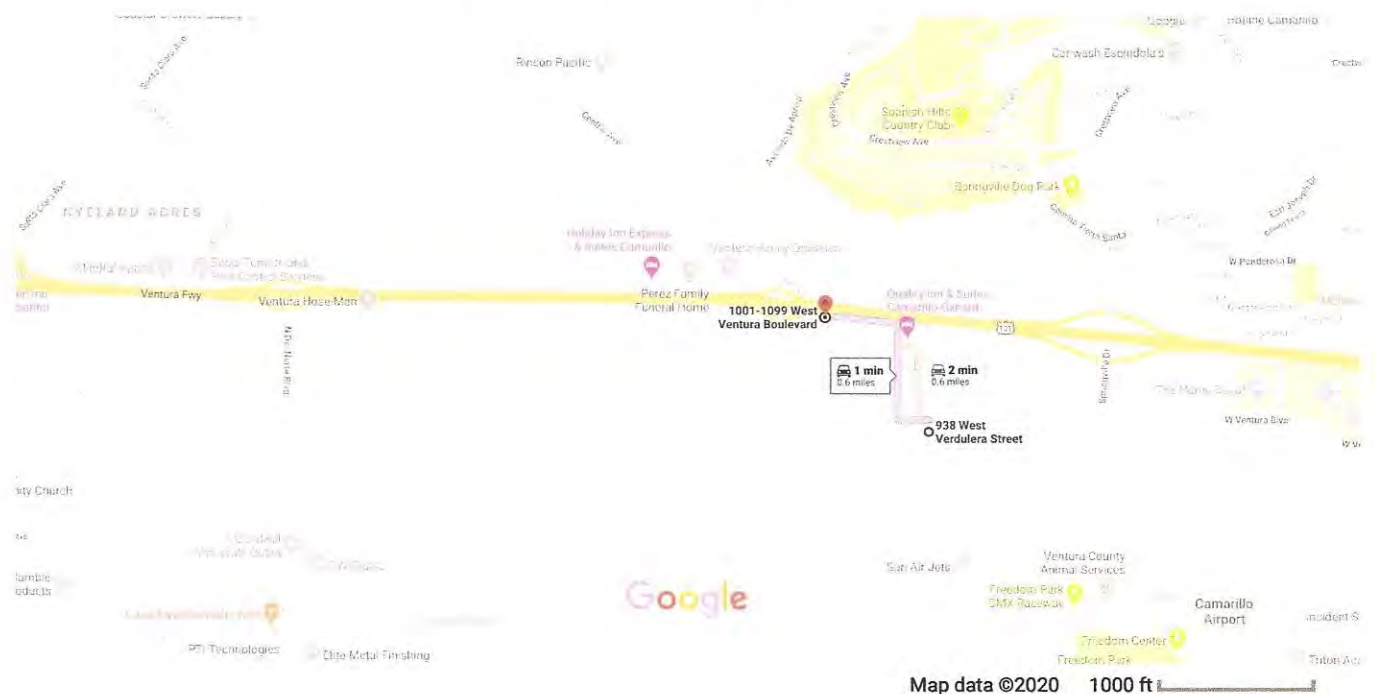
We look forward to working with VCTC!



938 Verdulera St, Camarillo, CA to 1001-1099 W Ventura Blvd, Camarillo, CA 93010

Drive 0.6 mile, 1 min

distance from Camarillo location to Beat 2



via Wood Rd and W Ventura Blvd

1 min

Fastest route

0.6 mile



via Al Way and W Ventura Blvd

2 min

0.6 mile

Explore 1001-1099 W Ventura Blvd

Groceries

Hotels

Gas stations

Parking Lots

More

B.2 Detailed Itemized Price Form for Years 1 to 5 - Hourly Cost Breakdown for Beat 2

Beat 2 is 8.7 miles along U.S.-101, from Camarillo Springs Road to Central Avenue

All hourly rate proposed costs are specific to the FSP Program ONLY. In F.1, F.2 and F.3, round to dollars (no cents).

Year:	1	1	2	2	3	3	4	4	5	5
	Regular FSP Hrlly Cost	CFSP / Extra Work Hrlly Cost	Regular FSP Hrlly Cost	CFSP / Extra Work Hrlly Cost	Regular FSP Hrlly Cost	CFSP / Extra Work Hrlly Cost	Regular FSP Hrlly Cost	CFSP / Extra Work Hrlly Cost	Regular FSP Hrlly Cost	CFSP / Extra Work Hrlly Cost
A. FSP Tow Truck Costs										
1. FSP Tow Truck Payment (3 trucks)	\$ 4.77	\$ -	\$ 4.77	\$ -	\$ 4.50		\$ 4.77		\$ 4.77	
2. Fuel (to Beat, include cost escalation)	\$ 7.50	\$ 7.50	\$ 8.50	\$ 8.50	\$ 9.50	\$ 9.50	\$ 10.50	\$ 10.50	\$ 11.50	\$ 11.50
3. Maintenance (3 trucks, oil, tires, brakes, paint, etc.)	\$ 2.00		\$ 2.00		\$ 2.00		\$ 3.00		\$ 4.00	
4. Insurance (3 trucks)	\$ 2.42		\$ 2.80		\$ 3.43		\$ 3.70		\$ 4.24	
5. Miscellaneous FSP tow truck equipment costs	\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00	
B. Labor Costs										
1. Driver hourly rate (include tax & contributions)	\$ 26.00	\$ 39.00	\$ 27.30	\$ 40.95	\$ 28.60	\$ 42.90	\$ 29.90	\$ 44.85	\$ 31.20	\$ 46.80
2. Driver benefits hourly rate (sick, vacation, etc.)	\$ 1.16	\$ 1.74	\$ 1.22	\$ 1.83	\$ 1.33	\$ 1.99	\$ 1.34	\$ 2.01	\$ 1.40	\$ 2.20
3. Supervisor/Manager hourly rate	\$ 12.50	\$ 18.75	\$ 13.00	\$ 19.00	\$ 13.50	\$ 20.25	\$ 14.00	\$ 21.00	\$ 14.50	\$ 21.75
4. Supervisor/Manager benefits hourly rate (sick, vacation, pension, etc.)	\$ 1.16	\$ 1.74	\$ 1.22	\$ 1.83	\$ 1.33	\$ 1.99	\$ 1.34	\$ 2.01	\$ 1.40	\$ 2.20
5. Travel & preparation costs (to inspect truck, time to get to Beat, time back to yard, time to replenish supplies, etc.)	\$ 3.71	\$ 3.71	\$ 3.90	\$ 3.90	\$ 4.08	\$ 4.08	\$ 4.27	\$ 4.27	\$ 4.45	\$ 4.45
C. Facility / Business Costs										
1. Lot/Building (office equipment, insurance, computer, supplies, etc.)	\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00	
2. Permits, licenses, fees, registration	\$ 2.52		\$ 2.52		\$ 2.63		\$ 2.52		\$ 2.52	
3. Workers' Compensation insurance	\$ 0.26		\$ 0.27		\$ 0.29		\$ 0.30		\$ 0.31	
4. Liability insurance	\$ -		\$ -		\$ -		\$ -		\$ -	
5. All other VCTC required insurance	\$ -		\$ -		\$ -		\$ -		\$ -	
D. FSP Program Costs										
1. Supplies (raingear, uniforms, boots, phone, etc.)	\$ 0.29		\$ 0.29		\$ 0.29		\$ 0.29		\$ 0.29	
2. Driver training fees (time in training, proficiency costs, background fees, assume potential Driver turnover)	\$ 0.25		\$ 0.25		\$ 0.25		\$ 0.25		\$ 0.25	
3. Fuel to hand out to motorists	\$ 0.64		\$ 0.66		\$ 0.68		\$ 0.70		\$ 0.72	
4. Incidentals	\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00	
E. Profit (Applied to Hourly Rate)	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
F. Calculation of Proposed Price										
1. Firm fixed price Hrlly Rate (per year)	\$ 88	\$ 92	\$ 92	\$ 96	\$ 95	\$ 101	\$ 100	\$ 105	\$ 105	\$ 109
2. Regular FSP Only: 1,786 hours per calendar year X two (2) primary tow trucks X Hourly Rate	\$314,979	N/A	#####	N/A	\$340,805	N/A	\$356,771	N/A	\$ 373,453	N/A
3. Sum of Costs for 5 Yrs Regular FSP	\$	1,713,560								
Tow Truck Information										
Input all info below if your existing tow trucks will be used for FSP. With new trucks, identify make/year/model & put NEW in VIN field.										
Make/Manufacturer	Year	Model	Miles	VIN #						
International	2021	CV	0	New						
International	2021	CV	0	New						
International	2021	CV	0	New						

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

Signature of Authorized Proposer Representative

Date

Print Authorized Proposer Representative's Name:

Bill Payman

**VENTURA COUNTY TRANSPORTATION COMMISSION
FREEWAY SERVICE PATROL REQUEST FOR PROPOSALS (RFP)
PRICE FORMS**

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE: July 30, 2020

In response to the above-mentioned RFP, the proposer submits the costs by fiscal year for the project as detailed on the following page(s), including monthly price based on volume of determinations, and contract not-to-exceed price.

If VCTC awards a contract, the undersigned hereby agrees to all the terms and conditions contained in this RFP.

PROPOSER: Platinum Tow & Transport Inc.

CONTACT: Bill Paymard

TITLE: President

ADDRESS: 938 Verdulera St

TELEPHONE: (805)987-3345 **FAX:** (805)987-3133

EMAIL: bill@platinumtow.com

SIGNATURE: 

CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

This form must be completed in its entirety and submitted along with the Proposal.

INSURANCE REQUIREMENTS (check appropriate boxes below):

- ☐ Contractor has provided a copy of the insurance requirements contained in the Ventura County Transportation Commission (VCTC) Contract to its agent/broker for review and discussion.

AND

- ☒ Contractor certifies that the company/individual is fully prepared to comply with the insurance requirements as detailed in the VCTC Contract.

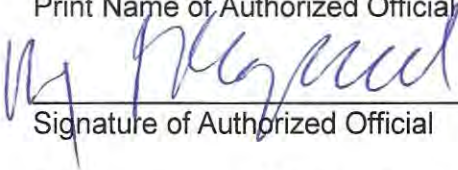
OR

- ☐ Contractor has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP, each referenced by section and page number of the VCTC Contract.

Proposer Information:

Platinum Tow & Transport Inc
Company Name

Bill Paymard
Print Name of Authorized Official


Signature of Authorized Official

7/27/2020
Date Signed

Address: 938 Verdulera St
Camarillo, CA 93010

Phone: 805-987-3345 Email: bill@platinumtow.com

Broker Information:

Company Name: Elite Commercial Insurance Services Inc.

Contact Name: Cassandra Evans

Address: Po Box 118
Somis, CA 93066

Phone: 805-889-7768 Email: cassandraevansins@gmail.com

**PROPOSAL COVER LETTER TEMPLATE
VENTURA COUNTY TRANSPORTATION COMMISSION
FREEWAY SERVICE PATROL REQUEST FOR PROPOSALS**

Proposer Name: Platinum Tow & Transport Inc.

Identify in the line below the **physical address/location** where services will be dispatched from:

938 Verdulera St, Camarillo, CA 93010

To: Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

In response to the Request for Proposal (RFP) for the Ventura County Transportation Commission's Freeway Service Patrol (FSP) service, we the undersigned hereby declare that we have carefully read and examined the RFP documents, including any plans and specifications, participated in or reviewed a summary of the Pre-Proposal Conference, acknowledge receipt of any and all addenda, and hereby propose to perform and complete the work as required.

If proposal is accepted by VCTC, the undersigned agrees to make available the services at the costs indicated on its Time and Material Proposal Form within one hundred and twenty (120) days from the date specified in the RFP for receipt of proposals. If awarded a Contract, the undersigned agrees to execute a formal Contract with VCTC within 30 calendar days following VCTC acceptance of proposal, and deliver to VCTC prior to execution of the Contract the necessary original Certificates of Insurance.

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

(Name) Bill Paymard (Title) President (Phone) 805-987-3345

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

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

Proposer acknowledges that it _____ has or ☒ has not been terminated from a contract for cause, prior to the end of a contract term. If proposer has been terminated, attached to this cover letter a memorandum describing in detail the client, the facts and circumstances.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; and that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the work or the cost thereof. The undersigned hereby agrees that VCTC will not be responsible for any errors or omissions in these RFP Documents. By affixing my signature below, I attest that all information in the proposal is true and correct and that I have the authority to bind this firm to the terms and conditions of the RFP.

BY:

Signature

Bill Paymard
Type/Print Name

President
Title

938 Verdulera St, Camarillo, CA 93010
Proposer's Business Address

805-987-3345/ 805-987-3133
Telephone/Fax Numbers

bill@platinumtow.com
Email Address

**VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)
FREEWAY SERVICE PATROL (FSP)
CONTRACTOR REPRESENTATIVE FORM**

COMPANY NAME: Platinum Tow & Transport Inc

COMPANY LEGAL STATUS (Corporation, LLC, etc.): Corporation


FEDERAL TAX ID NUMBER: 90-0053819

ADDRESS: 938 Verdulera St

BUSINESS LICENSE NUMBER: CA251169

LICENSE CLASSIFICATION: DMV-Motor Carrier

NAME OF AUTHORIZED SIGNATURE FOR CONTRACT: Bill Paymard

AUTHORIZED SIGNATURE'S TITLE: 

CONTRACTOR'S REPRESENTATIVES (Contractor's employees that are available during FSP service hours to make decisions on behalf of Contractor; provide info for up to three employees):

NAME #1: Miriam Carlos **TITLE:** Administrative Assistant to Mr. Paymard

TELEPHONE #: 805-987-3345 **FAX #:** 805-987-3133

EMAIL: miriam@platinumtow.com

NAME #2: Raul Flores **TITLE:** Manager/ Oxnard location

TELEPHONE #: 805-385-0090 **FAX #:** 805-987-3133

EMAIL: raul@platinumtow.com

NAME #3: Pamela Lopez **TITLE:** Manager/ Thousand Oaks location

TELEPHONE #: 805-497-4375 **FAX #:** 818-991-5910

EMAIL: pamela@platinumtow.com

VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC) FREEWAY SERVICE PATROL PROPOSAL QUESTIONNAIRE

PROPOSER'S NAME: Platinum Tow & Transport Inc.

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of a Freeway Service Patrol (FSP) service, and to simplify the selection panel's review of your proposal.

ALL QUESTIONS MUST BE ANSWERED. DO NOT SAY: "Refer to our proposal or RFP, page X".

UNDERSTANDING OF CONTRACT TERMS:

1. Respond to these questions on Owner's Tow Truck Operations (RFP requires 5 years minimum):

Years as Owner: 19 Years in Towing Business: 19

*Years Providing Law Enforcement Tow: 18 Current Number of Tow Trucks Operating: 72

*Provide details below to summarize proposer's Law Enforcement Tow contracts:

Law Enforcement Division	Months/Year	CHP Contact	CHP Contact Phone
Ventura CHP	7/2002 to present	Officer Navarro	805-662-2567
Moorpark CHP	7/2011 to present	Officer Decker	805-553-0800
Ventura County Sheriffs Dept	7/2002 to present	Sergeant Richards	805-388-5100

2. What are the FSP operating/service hours? Monday to Friday from 6:00am to 9:00am and from 3:00pm to 7:00pm.

3. Describe activities prohibited by FSP Contractors:

The Drivers shall not accept gifts, money, or gratuities for services provided. Drivers shall not offer Secondary tows, or recommend any repair garage or body shop. Other prohibited items include talking on a cell phone while driving, smoking in the vehicle, sleeping on duty, not wearing a uniform, and not having a vest on while working outside the truck. Drivers are forbidden to be on duty while under the influence of alcohol or drugs.

4. Describe FSP Contractor duties on a daily basis:

FSP shall assist motorists involved in minor accidents and disabled vehicles. Additionally FSP will install spare tires, offer fuel or diesel up to one gallon at no charge to the motorist, provide jump starts, lockouts, and water for an overheated vehicle to a disabled motorist. FSP trucks patrolling and dispatched by CHP will be used to remove vehicles in freeway lanes to reduce congestion.

5. How frequently will FSP trucks be inspected by CHP?

Prior to commencement CHP shall inspect all primary and backup trucks to ensure they meet the specifications listed in this RFP. This shall be done two weeks before. Additional inspections shall take place later as determined by CHP. An 'annual inspection' shall be completed each year to verify safety and appearance of each truck.

6. Identify the tests a FSP tow truck Driver must pass before operating FSP service:

A. Wheel lift test- must be completed in less than 10 minutes

B. Dolly Test- must be completed in less than 10 minutes

C. Lockout test- must be completed in less than 10 minutes

7. Describe the clothing and accessories an FSP tow truck Driver wears:
Drivers shall wear navy blue pants, shirts or jump suit. The boots shall be black and steel toe.
Additionally Drivers must have 2 FSP Vests with a brass name tag. Baseball caps must be navy blue in color. Rain gear shall be waterproof and blue or yellow in color.
8. Describe the equipment found on an FSP tow truck. (Attach a separate to this form).
Our response is attached on a separate sheet
9. What are the FSP Insurance Requirements You Must Meet?
Commercial General Liability shall include all FSP trucks at \$2,000,000 per occurrence.
Comprehensive Auto liability shall be \$5,000,000 for all hired autos, for a 50 mile radius. On hook
motor cargo shall be \$100,000. Garage Keepers shall be standard coverage based on the
addendum no.1 issued
. Workers Compensation shall have a statutory limit of no less than \$1,000,000 per accident for
bodily injury or bodily disease, \$1,000,000 policy limit for each employee. VCSAFE and its members
shall be listed as insured against any claims from the contractor. A Waiver of subrogation shall be
given to VCSAFE.
10. How many trucks (including back-up trucks) and trained FSP tow truck Drivers must you have for this Beat? 3
11. Attach a list of trucks currently owned that will be used for the FSP service and provide: the year, manufacturer, model, current mileage and vehicle identification number (VIN). If at the time of proposal submittal, a proposer does not own the required number of trucks for the FSP Beat proposed, provide a statement as to how the trucks will be acquired and the timeline for acquisition. Also provide details of the trucks to be procured (vendor, year, manufacturer, model). Refer to the RFP's Attachment A: Scope of Work, Section 4.0 - Equipment Requirements. We will be purchasing new trucks for this project. We detailed our plan in the Project approach/work plan section of our technical information packet.
12. If appropriate, attach additional information/explanations to this form.

Name


Signature of Firm Owner/Authorized Representative

Date: 7/27/2020

Name of Person(s) Completing Form: Bill Paymard

Our response to the following attachment H Question 8:

Dear VCTC,

As you can tell we did copy and paste. We did not do this to be snarky. However we did to show every piece of equipment that is required. Since we have been performing FSP for many years, we are very familiar with all the equipment needed. Thank you for your understanding, Bill

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to
12. 12-volt booster cables.
13. Heavy duty, 60+ amp battery.
14. Optional and at CONTRACTOR's Expense: radio with the ability to communicate with the CONTRACTOR's base office.
15. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
16. Suitable cab lighting.
17. Trailer hitch capable of handling a 1 7/8-inch ball and 2-inch ball.
18. One (1) 1 7/8-inch ball and one (1) - inch ball.
19. Rear work lights - (4)
20. Safety chain D-ring or eyelet mounted on rear of truck.
21. Motorcycle Straps - (2)
22. Diesel fuel in plastic jerry cans - (5 gallons)
23. Unleaded gasoline in plastic jerry cans - (5 gallons)
24. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. - (2)
25. First aid kit (small 5" x 9") - (1)
26. Fire extinguisher aggregate rating of at least
27. 4 B-C units - (1)
28. Pry bar - 36" or longer - (1)
29. Radiator water in plastic container - (5 gallons)
30. Sling crossbar spacer blocks **OPTIONAL** - (2)
31. 4" x 4" x 48" wooden cross beam -(1)
32. 4" x 4" x 60" wooden cross beam -(1)
33. 24" wide street broom - (1)

34. Square point shovel - (1)
35. Highway flares 360 minutes min.
36. Cones 18" height, reflectorized with tape
37. Hydraulic Floor Jack: 2-ton AND
38. 2-ton jack stand - (1)
39. Wheel chock - (1)
40. Four-way lug wrench (1 std.) - (1)
41. Four way lug wrench (1 metric)
42. Rechargeable compressor or refillable air bottle:
 - a. hoses and fittings to fit tire valve stems, 100 - (1)
 - b. psi capacity
43. Flashlight and spare batteries or charger - (1)
44. Tail lamps/stop lamps, portable remote
 - a. with extension cord - (1 set)
45. Booster cables, 25 ft. long minimum,
 - a. 3-gauge copper wire with heavy-duty clamps
 - b. and one end adapted to truck's power outlets - (1 set)
46. Funnel, multi-purpose, flexible spout - (1)
47. Pop-Up Dolly (with tow straps), portable for removing
 - a. otherwise un-towable vehicles - (1)
48. Five (5)-gallon can with lid filled with clean absorb-all - (1)
49. Empty trash can with lid (five gallon) - (1)
50. Lock out set - (1)
51. Safety glasses

Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list below may be supplemented at the CONTRACTOR's option and expense:

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

NON-COLLUSION AFFIDAVIT

In Reference to VCTC FSP RFP for Beats #1, 2 and 3:

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

CONTRACTOR/PROPOSER COMPANY NAME: Platinum Tow & Transport Inc.

NAME OF AUTHORIZED SIGNATOR: Bill Paymard

TITLE OF AUTHORIZED SIGNATOR: President

SIGNATURE: 

VENTURA COUNTY SAFE SUMMARY OF FREEWAY SERVICE PATROL (FSP) VIOLATIONS AND PENALTIES

Below is a list of penalties that may be assessed to a Contractor if not in compliance with the policies and procedures of the Ventura County Service Authority for Freeway Emergencies' (VC SAFE) Freeway Service Patrol (FSP) Program. Additional Violations and Penalties that may be imposed are included in the Standard Operating Procedures Manual (SOP Manual). All final penalties shall be assessed at the discretion of VC SAFE or CHP. VC SAFE reserves the right to amend/alter these penalties and the penalties listed in the SOP Manual.

Description of Violation	Penalty
1. Not having 2 Primary and 1 Back Up FSP tow trucks ready for installation and inspection by Monday November 30, 2020.	\$1,000 fine per day beyond November 30, 2020.
2. Failure to send a Contractor Representative to attend an FSP trend meeting, FSP TAC or required Contractor meeting; or failure to notify FSP Management that Contractor representative cannot attend.	\$500 fine for every missed meeting.
3. Driver(s) do not meet, maintain or have with them during their FSP shift, all required certifications, licenses, proof of vehicle registration, and/or FSP ID Card.	\$1,000 fine per Driver, if at least one of these requirements are not met.
4. Not meeting tow truck requirements outlined in the Scope of Work (SOW) or Standard Operating Procedures (SOP) Manual.	Three times the hourly contract rate in one-minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three times the hourly rate.
5. Not having a certified FSP Back Up tow truck available during FSP hours and/or FSP Certified Driver.	Three times the hourly contract rate in one-minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
6. Tow truck not made available within 45 minutes either at the of the Beat shift, due to equipment/truck breakdown.	If the breakdown occurs during the shift, the Driver has 45 minutes to correct the problem. This 45-minute grace period is deducted as non-penalized down time calculated in one-minute increments, based on the hourly rate. Time beyond 45 minutes will be calculated as penalized time (three times the hourly contract rate in one-minute increments). If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
7. Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn	The fine amount shall not exceed \$50.00 for each occurrence or violation, plus replacement costs (if applicable).

Description of Violation	Penalty
required paperwork in on time (surveys, inspection sheets, etc.), incomplete or unsubmitted/unsigned paperwork, damage to FSP equipment, or not supplying FSP vehicle operators the proper equipment as required in the FSP Contract	
8. Data Collection Devices not being charged in designated location during non-FSP hours.	\$50.00 per Tablet/device.
9. Workstation email not being operational and checked by tow operator for operational communications messages from VC SAFE and CHP Officers.	\$100.00 per day.
10. Lost/damaged equipment (this does not include typical wear and tear).	Full cost to replace the lost/damaged equipment. If equipment is repairable, the cost of the repair shall be deducted from Contractor's invoice.
11. Contractor not following proper tip/gift procedures from assisted motorists.	\$50.00 per occurrence.
12. Tampering with FSP tablets, devices, AVL and/or GPS devices/equipment, or attempting to repair tampered equipment.	Three times the hourly rate calculated in one minute increments plus the cost of VCTC's AVL Technician's transportation, labor, repair and/or replacement costs.
13. Damage Release/Release of Liability forms not completed, not filled out properly, or not submitted within seven (7) calendar days from the date of the assist.	\$5.00 to 50.00 per incident, on a case-by-case basis, as determined by FSP Management.
14. Duplicate customer survey entries >10% per month.	\$50 to \$250, per month, on a case-by-case basis, as determined by FSP Management.
15. Contractor or Driver misconduct (as outlined in SOP) to include, but not be limited to: Contractor's sexual harassment and/or Drug/Alcohol policy violations; operating FSP tow truck while under the influence, using tobacco/vaping products during shift, occurrence of criminal activity (on or off duty). suspended driver license, Driver sleeping during FSP shift, violation of electronic device usage policy, mechanic/service referrals, uniform/grooming violations.	\$100 to 1,000 for each event, in addition to Driver suspension or termination, as determined by FSP Management on a case-by-case basis.

I ACKNOWLEDGE AND ACCEPT THE SUMMARY OF FSP VIOLATIONS AND PENALTIES:

AUTHORIZED SIGNATURE: _____

DATE: _____

Print the Name of Authorized Signature: Bill Paymard

**STANDARD CONTRACT FOR
VENTURA COUNTY FREEWAY SERVICE PATROL BEAT #3
BY AND BETWEEN THE
VENTURA COUNTY TRANSPORTATION COMMISSION ACTING AS THE
VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
AND
PLATINUM TOW & TRANSPORT, INC.**

1. PARTIES AND DATE.

- 1.1 This Agreement is made and entered into as of 11th day of September, 2020, by and between the VENTURA COUNTY TRANSPORTATION COMMISSION acting as the VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("COMMISSION" or "VC SAFE") and PLATINUM TOW & TRANSPORT, INC., a California Chapter S Corporation, (referred to herein as "CONTRACTOR"). SAFE and CONTRACTOR are sometimes individually referred to herein as "Party" and collectively as "Parties".
- 1.2 The California Highway Patrol ("CHP") and California Department of Transportation ("Caltrans") are hereby expressly designated as third-party beneficiaries of CONTRACTOR's performance under this Agreement.

2. RECITALS.

- 21 **WHEREAS**, COMMISSION is a California County Transportation Commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code;
- 22 **WHEREAS**, COMMISSION is authorized, pursuant to Section 2550 et seq. of the California Streets and Highways Code, to act as SAFE for purposes of providing a motorist aid system, including provision of freeway service patrols;
- 23 **WHEREAS**, VC SAFE requires the services of a CONTRACTOR to provide the freeway service patrol professional services as described in the Scope of Services;
- 24 **WHEREAS**, VC SAFE has determined that CONTRACTOR is best qualified to perform the required services;
- 25 **WHEREAS**, the CONTRACTOR is able and willing to perform the required services under the terms and conditions of this Contract;
- 26 **WHEREAS**, COMMISSION is the short-range transportation planning agency for Ventura County, and programs federal, state, and local funds. COMMISSION has entered into a Memorandum of Understanding with Caltrans and CHP to fund peak period freeway service patrols on selected freeway segments in Ventura County; and
- 27 **WHEREAS**, Section 21718 (a) of the California Vehicle Code specifically authorized CHP to be responsible for freeway service patrols stopping on freeways for the purpose of rapid removal of impediments to traffic. Article 3, Section 91, of the Streets and Highways Code, states that Caltrans has responsibility to improve and maintain the state highways. Caltrans also has the responsibility for traffic management and removing impediments from the highways.
- 28 **NOW, THEREFORE**, for the consideration hereinafter stated, VC SAFE and CONTRACTOR agree as follows:

3. TERMS.

- 3.1 **General Scope of Services.** The purpose of the Freeway Service Patrol ("FSP") program is to provide for the rapid removal of disabled vehicles and vehicles involved in minor accidents

from the freeway. CONTRACTOR promises and agrees to furnish to VC SAFE all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the FSP services ("Services"). The Services are more particularly described in [Exhibit "B"](#), CONTRACTOR's proposal and price forms, and are attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the Exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations, and the SOP manual (as defined below).

3.1.1. **Contract Oversight.** Caltrans, CHP and VCTC will oversee the Services. All agencies will have responsibility for overseeing Service performance and ensuring that the CONTRACTOR abides by the terms of this Contract. CHP is responsible for dispatch services to incident locations within the CONTRACTOR's patrol limits. The dispatching will be done in accordance with this Contract. A Standard Operating Procedures ("SOP") manual will be provided to the CONTRACTOR explaining the types of incidents to which his/her operators may be dispatched. The SOP is updated or amended on a regular basis and CONTRACTOR is responsible to be familiar with the terms and conditions in the current SOP.

3.1.2. **Beat Descriptions.** The FSP will operate on selected freeway segments referred to herein as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. [Exhibit "A"](#) shows the specific limits, number of tow trucks, number of back-up trucks and hours of operation, and holidays for the CONTRACTOR's specific Beat. VC SAFE reserves the right to add or remove holidays to the work schedule, provided that VC SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or removal. Travel time to and from the beat will be at the expense of the CONTRACTOR.

3.1.3. **Change Orders.** At any time during the term of this Contract, VC SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services, or availability of funding, at no cost to VC SAFE. Adjustments may include reduction or increase in the hours of Services. VC SAFE may direct such adjustments during the course of this Contract through written change orders, signed by VC SAFE, setting forth any changes to [Exhibit "A"](#). Changes may include a change of the specified Beat(s) to other Beats that VC SAFE determines better serve the needs of VC SAFE, as well as changes to schedules and hours for the Beats set forth in [Exhibit "A"](#). If warranted, as determined in VC SAFE's sole discretion, and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP Drivers/trucks to locations outside the assigned Beat. Reassignments shall be at no cost to VC SAFE.

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

32 **Equipment Requirements.** CONTRACTOR shall comply with all equipment requirements outlined in [Exhibit "B"](#) and as outlined in the current SOP Manual.

- 33 **Commencement of Services.** The CONTRACTOR shall commence work upon receipt of a written Notice to Proceed from VC SAFE.
- 34 **Term.** The term of this Contract shall be for a period of three (3) years, from the first day of FSP service which is anticipated to commence on ***Monday, December 14, 2020, through Friday, December 15, 2023***, unless earlier terminated as provided herein. After the initial Contract three-year plus two day term, at VC SAFE's sole discretion VC Safe may renew this Contract for up to an additional two (2) year term, by providing written notice to CONTRACTOR no less than ninety (90) days prior to the end of the initial three-year term, indicating VC SAFE'S intent to renew the Contract. CONTRACTOR shall complete the Services within the term of this Contract and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract.
- 35 **VC SAFE's Representative.** VC SAFE hereby designates the VC SAFE Executive Director or their designee, to act as its Representative for the performance of this Contract ("VC SAFE's Representative"). VC SAFE's Representative shall have the authority to act on behalf of VC SAFE for all purposes under this Contract. VC SAFE's Representative shall also review and give approval, as needed, to the details of CONTRACTOR's work as it progresses. CONTRACTOR shall not accept direction or orders from any person other than the VC SAFE's Representative or his or her designee.
- 36 **CONTRACTOR'S Representative.** CONTRACTOR hereby designates Bill Paymard, President, to act as its representative for the performance of this Contract ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to act on behalf of CONTRACTOR for all purposes under this Contract. The CONTRACTOR's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract. CONTRACTOR shall work closely and cooperate fully with VC SAFE's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONTRACTOR's Representative shall be available to the VC SAFE staff at all reasonable times. Any substitution in CONTRACTOR's Representative shall be approved in writing by VC SAFE's Representative.
- 37 **Substitution of Key Personnel.** CONTRACTOR has represented to VC SAFE that certain key personnel will perform and coordinate the Services under this Contract. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval by VC SAFE's Representative. In the event that VC SAFE's Representative and CONTRACTOR cannot agree as to the substitution of the key personnel, VC SAFE shall be entitled to terminate this Contract for cause, pursuant to the provisions of Section 3.15. The key personnel for performance of this Contract are: Bill Paymard, President.
- 37.1. **Availability of CONTRACTOR's FSP Manager.** Except in the case of unpreventable circumstances, the CONTRACTOR's FSP Manager must be available at the CONTRACTOR's office for at least 50% of each Work Day to address time-sensitive issues related to this Contract or the Services, including, but not limited to, FSP administrative responsibilities; VC SAFE, CHP, and Caltrans requests; driver matters; and truck maintenance issues. CONTRACTOR shall, within 24 hours, notify VC SAFE of each circumstance causing the CONTRACTOR's FSP Manager not to be available as required herein. As used in this section, the term "Work Day" shall mean and refer to any day that FSP service is provided, during those hours of operation for FSP as identified on the attached [Exhibit "A"](#).
- 38 **Review of Work and Deliverables.** All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Contract may be

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

- 39 **Appearance at Hearings.** If and when required by VC SAFE, CONTRACTOR shall render assistance at public hearings or other meetings related to the performance of the Services.
- 310 **Standard of Care: Licenses.** CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Contract. CONTRACTOR shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR further represents and warrants to VC SAFE that its employees and subcontractors have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without reimbursement from VC SAFE, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to VC SAFE for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its subcontractors who is determined by VC SAFE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to VC SAFE, shall be promptly removed from performing the Services by the CONTRACTOR and shall not be re-employed to perform any of the Services.
- 311 **Opportunity to Cure.** VC SAFE may provide CONTRACTOR an opportunity to cure, at CONTRACTOR's expense, all errors and omissions which may be disclosed during performance of the Services. Should CONTRACTOR fail to make such correction in a timely manner, such correction may be made by VC SAFE, and the cost thereof charged to CONTRACTOR.
- 312 **Inspection of Work.** CONTRACTOR shall allow VC SAFE's Representative to inspect or review CONTRACTOR's performance of Services in progress at any time. VC SAFE/Caltrans/CHP also reserves the right to audit all paperwork demonstrating that CONTRACTOR participates in an employee alcohol/drug-testing program and the DMV Pull Notice Program.
- 313 **Laws and Regulations.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be solely liable for all violations of such laws and regulations in connection with Services. If the CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to VC SAFE, CONTRACTOR shall be solely responsible for all costs arising therefrom.

CONTRACTOR shall defend, indemnify and hold VC SAFE, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- 3.14 Damage Complaints.** Upon receiving a damage complaint from a motorist assisted by the CONTRACTOR, that the CONTRACTOR damaged their vehicle while lending assistance, the CONTRACTOR shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The CONTRACTOR shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification. If necessary, the CONTRACTOR shall send either CONTRACTOR'S Representative or his/her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the CONTRACTOR, the CONTRACTOR shall negotiate in good faith to resolve the issue and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

3.14.1. Complaint Review Committee. The FSP Technical Advisory Committee ("FSP TAC") is composed of voting members from CHP, VC SAFE and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee ("DCRC"). If the DCRC finds that justifiable complaints are not resolved within a reasonable time frame, it can recommend that payment to the CONTRACTOR in the amount of the damage claim may be deducted from the CONTRACTOR's monthly invoice.

3.15 Termination.

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

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

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

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

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

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

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

3.15.7. Waivers. CONTRACTOR, in executing this Contract, recognizes that the Services may be terminated, in whole or in part, as provided in this Section. CONTRACTOR shall not be entitled to any damages including, but not limited to, any compensation for costs incurred to procure vehicles, meet the terms for providing the Services, or for any other costs or expenses, and shall be deemed to have waived any and all claims for damages, costs or expenses which may otherwise arise from VC SAFE's termination of this Contract, for convenience or cause, as provided in this Section.

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

3.16 Trend Meetings. CONTRACTOR shall attend, or send a designated management-level representative, to all trend meetings (i.e. required FSP TAC meeting which meets no more than monthly). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the CONTRACTOR. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify VC SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. The FSP Management Team schedules the meetings and will provide notification of the meeting to CONTRACTOR at least seven (7) calendar days prior to the meeting.

3.17 Fees and Payment.

3.17.1. Contract Not To Exceed Amount. Services satisfactorily performed hereunder, VC SAFE shall pay the CONTRACTOR on a fixed unit rate basis a ceiling price not to exceed ONE MILLION TWENTY SEVEN THOUSAND THREE HUNDRED AND FOUR DOLLARS AND NO CENTS (\$1,027,304), which includes TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) for Extra Work pursuant to [Section 3.17.13 "Extra Work"](#).

3.17.2. Maximum Payment is the Ceiling Price. VC SAFE shall not be obligated to pay costs which exceed the ceiling price set forth above, except as provided in Sections 3.15 and 3.17.13. CONTRACTOR agrees to use its best efforts to perform the services and all obligations under this Contract within such ceiling price.

3.17.3. Hourly Rate; Break and Meal Periods. For its performance of the Services, the CONTRACTOR shall be paid for labor expended directly in the performance of the Services at the rates specified below. Payments shall be made monthly in arrears based

on Services provided and allowable incurred expenses. The CONTRACTOR shall not be entitled to reimbursements for any expenses unless approved in advance in writing.

SCHEDULE OF RATES

All rates provided below are per hour per Driver. CFSP is an acronym for Construction FSP.

Classification	Year 1	Year 2	Year 3	Option Year 4	Option Year 5
Regular Rate	\$90.00	\$94.00	\$98.00	\$102.00	\$107.00
CFSP/Extra Work Rate	\$94.00	\$96.00	\$103.00	\$107.00	\$111.00

A. Hourly rates may be adjusted as set forth in the FSP SOP Manual, the chapter on Violations/Penalties.

B. CONTRACTOR is responsible for compliance with all California labor laws related to break periods and meal periods including, but not limited to, compliance with Labor Code section 512. CONTRACTOR shall be solely responsible for any additional pay to which its drivers may be entitled for CONTRACTOR's failure to comply with the California labor law requirements.

C. During shifts that require Drivers to be provided a 30-minute meal period break pursuant to Labor Code section 512, CONTRACTOR shall either make arrangements for another FSP-certified Driver to provide Services during those breaks or not be compensated for each 30-minute meal period break during which Services are not provided. In no case shall CONTRACTOR be entitled to bill VC SAFE for time during which a Driver is taking a meal period break.

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

3.17.5. Cost Principles.

A. CONTRACTOR agrees to comply with 2 CFR, Part 225, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. CONTRACTOR agrees that 1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual cost items, and 2) CONTRACTOR shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which CONTRACTOR has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by CONTRACTOR to VC SAFE. Should CONTRACTOR fail to reimburse moneys due VC SAFE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, VC SAFE is authorized to intercept and withhold future payments due CONTRACTOR from VC SAFE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

3.17.6. Fines. Fines for starting late; leaving early; taking more breaks than authorized; or being ordered out of service by a CHP, VC SAFE Representative or Caltrans supervisor

for Contract infractions, shall be deducted from the CONTRACTOR's monthly invoice at three(3) times the hourly rate. Fines may be further described in the attached [Exhibit "C"](#).

3.17.7. Accounting System. CONTRACTOR and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of CONTRACTOR and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

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

Attn: Andrew Kent, FSP Program Analyst
Email: fsp@goventura.org

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

3.17.9. Right to Audit. For the purpose of determining compliance with this Contract and other matters connected with the performance of CONTRACTOR's contracts with third parties, CONTRACTOR and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to CONTRACTOR. VC SAFE, the State of California acting through the Department of Transportation or its duly authorized representative, the California State Auditor, or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and CONTRACTOR shall furnish copies thereof if requested.

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

3.17.11. Travel and Subsistence. Payments to CONTRACTOR for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then CONTRACTOR is responsible for the cost

difference and any overpayments shall be reimbursed to VC SAFE on demand.

3.17.12. Employment Adverse to the VC SAFE. CONTRACTOR shall notify VC SAFE, and shall obtain VC SAFE's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against VC SAFE during the term of this Contract.

3.17.13. Extra Work. At any time during the term of this Contract, VC SAFE may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by VC SAFE to be necessary for proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of the execution of this Contract and was not included in the Scope of Services. Extra Work, if any, shall be reimbursed at the hourly rate in the "CFSP/Extra Rate" line item and the appropriate year, as identified in Section 3.17.3. CONTRACTOR shall not perform, nor be compensated for Extra Work without obtaining authorization in the form of a written Extra Work Order issued by VC SAFE's Representative. For instance, CFSP is a service provided during highway construction and is considered Extra Work. CONTRACTOR shall provide Extra Work only when an Extra Work Order has been issued and signed by VC SAFE's Representative. No compensation or reimbursement for Extra Work shall be paid if it is not authorized by VC SAFE. Extra Work less than \$50,000 may be approved in writing/email by VC SAFE's Executive Director. All Extra Work in a cumulative total in excess of \$50,001, must be approved by the VC SAFE Commission, prior to executing a Contract Amendment.

A. If a tow operator is scheduled for Extra Work and it is notified of a cancellation with LESS than a 24-hour notice – then the tow operator will be reimbursed for three (3) hours of the agreed upon contract hourly rate. Note: The minimum of the three (3) hours should cover eight hours of the drivers' hourly wage. Starting with "Less than a 24-hour cancellation notice" up to the time the tow operator is on the assigned Extra Work Beat, the "three contract hour cancellation rate" remains the same. Once the tow operator is on the Extra Work Beat, the cancellation policy changes.

B. If a tow operator begins the Extra Work (the truck is on the Beat) and is then notified that Extra Work has been cancelled, the FSP Driver will be paid for the entire shift period up to a maximum of eight (8) hours. A shift period for this policy is defined as: the time period of the actual Extra Work shift assigned or for a maximum of eight (8) contract hours, whichever is less.

C. The supervising FSP CHP Officer for the Extra Work shift will make the final determination as to whether or not the tow operator will continue to work the Extra Work shift. Regardless, the tow operator will be reimbursed for the original shift period or a maximum of eight (8) hours, whichever is less.

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

318 Delay in Performance.

- 3.18.1 Excusable Delays.** Neither Party shall be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by an Excusable Delay. Should CONTRACTOR be delayed or prevented from the timely performance of any act or Services required by the terms of the Contract by an Excusable Delay, CONTRACTOR's schedule for completion of tasks affected by such delay may be extended as set forth in Section 3.18.2. But in every case, CONTRACTOR's failure to perform must be reasonably beyond the control, and without the fault or negligence of the CONTRACTOR. Excusable Delays are acts of God or of the public enemy, acts or omissions of VC SAFE or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.
- 3.18.2 Written Notice.** If CONTRACTOR believes it is entitled to an extension of time due to conditions set forth in Section 3.18.1, CONTRACTOR shall provide written notice to the VC SAFE within seven (7) working days from the time CONTRACTOR knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of CONTRACTOR to provide such timely notice shall constitute a waiver by CONTRACTOR of any right to an excusable delay in time of performance.
- 3.18.3 Mutual Contract.** Performance of any Services under this Contract may be delayed upon mutual agreement of the Parties. Upon such agreement, CONTRACTOR's Schedule of Services (as defined in their Proposal) shall be extended as necessary by VC SAFE. CONTRACTOR shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

3.19 Status of CONTRACTOR/Subcontractors.

- 3.19.1 Independent Contractor.** The Services shall be performed by CONTRACTOR or under its supervision. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Contract. VC SAFE retains CONTRACTOR on an independent contractor basis and not as an employee, agent or representative of the VC SAFE. CONTRACTOR retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.19.2 Assignment or Transfer.** CONTRACTOR shall not assign, hypothecate, or transfer, either directly or by operation of law, this Contract or any interest herein, without the prior written consent of VC SAFE. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding the foregoing, VC SAFE may transfer or assign any and all of its rights and obligations under this Contract, including, without limitation the rights to terminate this Contract, as assigned, pursuant to Section 3.15 hereof.
- 3.19.3 Subcontracting.** CONTRACTOR shall not subcontract any portion of the work or Services required by this Contract, except as expressly stated herein, including the Scope of Services, without prior written approval of the VC SAFE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. VC SAFE shall have no liability to any subconsultant(s) for payment for services under this Contract or other work performed for CONTRACTOR, and any subcontract entered

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

320 Non-Expendable Equipment. CONTRACTOR will maintain an inventory of all non-expendable equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with funds provided pursuant to this Contract.

321 Ownership of Materials and Confidentiality.

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

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

322 Indemnification. CONTRACTOR shall indemnify and hold VC SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, contractors, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of, or incident to, any acts, omissions, or willful misconduct of the CONTRACTOR, its officials, officers, employees, agents, consultants, contractors and subcontractors arising out of or in connection with the

performance of the Services or this Contract, including without limitation, the payment of all consequential damages and other related costs and expenses. CONTRACTOR shall defend, at CONTRACTOR's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against VC SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, contractors, consultants, employees, and volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against VC SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse VC SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, consultants, employees, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CONTRACTOR, VC SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers.

323 Insurance.

323.1. At the CONTRACTOR's sole expense, CONTRACTOR shall procure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, carriers, representatives, employees or subcontractors.

323.2 The CONTRACTOR shall deliver to VC SAFE prior to an issuance of a Notice to Proceed, evidence of insurance in a form acceptable to VC SAFE, including certificates of insurance and required endorsements, as specified by VC SAFE. All insurance policies shall cover CONTRACTOR, its agents, carriers, representatives, employees or subcontractors. If requested in writing by VC SAFE, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by VC SAFE. All insurance policies shall be written with insurance companies licensed to do business in the State of California and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the VC SAFE. The CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

323.3. **Self-Insured Retentions.** Any self-insured retentions must be declared to and approved by the VC SAFE. The VC SAFE may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or VC SAFE.

323.4. Minimum Requirements.

- A. **Commercial General Liability Insurance (CGL).** CONTRACTOR shall maintain, at its cost CGL Insurance coverage for the use and operation of all trucks of two million dollars **(\$2,000,000)** per occurrence.
- B. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- C. If evidence of CGL and AL is provided on a Garage Liability policy, the Broadened Coverage - Garages endorsement (CA 25 14) must be endorsed to the policy.

CONTRACTOR shall cause the Ventura County Transportation Commission, the VC SAFE, and its officers, commissioners, members, officials, employees, agents and volunteers to be named an additional insured under all such policies.

D. In addition, CONTRACTOR shall keep in full force, at all times during the life of the contract, insurance coverage meeting minimum requirements as follows:

1. **CGL.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury.

2. **Comprehensive Auto Liability.** Must include the following endorsements:

a. Any autos; hired-car coverage; employers non-owned auto coverage; and five million dollars (**\$5,000,000**) coverage;

b. The policy shall not contain a radius restriction of less than fifty (50) miles; and

c. One hundred thousand dollars (**\$100,000**) motor cargo insurance or on hook liability.

3. **INTENTIONALLY LEFT BLANK.**

4. **Workers' Compensation and Employers' Liability.** Statutory limits for workers' compensation and employers' liability insurance with a limit of no less than one million dollars (**\$1,000,000**) per accident for bodily injury, and for bodily injury for disease, one million dollars (**\$1,000,000**) policy limit/one million dollars (**\$1,000,000**) for each employee.

3.23.5. **Endorsements.** The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

A. The VC SAFE, its officers, commissioners, members, officials, employees, agents and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the CONTRACTOR's insurance policy, or as a separate owner's policy.

B. For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respect to the VC SAFE, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the VC SAFE, its officers, commissioners, members, officials, employees, agents and volunteers, shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3.23.6. General Provisions

A. **Higher Limits.** The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the CONTRACTOR maintains higher limits than the minimums shown below, the VC SAFE shall be entitled to coverage for higher limits maintained by the Proposer.

B. **Waiver of Subrogation.** CONTRACTOR hereby grants to the VC SAFE a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the VC SAFE by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the VC SAFE has received a waiver of subrogation endorsement from the insurer.

C. **Enforcement.** VC SAFE may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is

a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, VC SAFE may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude VC SAFE from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- D. **No Waiver.** Failure of VC SAFE to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- E. **Special Risks or Circumstances.** VC SAFE, acting through its Executive Director, reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, as determined by the Executive Director to be in the best interests of VC SAFE.

324 Prohibited Interests.

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

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

3.24.3 **Conflict of Employment.** Employment by the CONTRACTOR of date of execution of this Contract, where this employment is caused by, and or dependent upon, the CONTRACTOR securing this or related Contracts with VC SAFE, is prohibited.

325 **Equal Opportunity Employment.** CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, denial of family and medical care leave, or denial of pregnancy disability leave. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.): The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall include the provisions of this Section in all of

CONTRACTOR's subcontracts with respect to work under this Agreement, unless exempted by the Regulations. CONTRACTOR shall also comply with all relevant provisions of VC SAFE's Minority Business Enterprise program, Affirmative Action Plan, or other related VC SAFE programs or guidelines currently in effect or hereinafter enacted.

326 Right to Employ Other Contractors. VC SAFE reserves the right to employ other contractors in connection with the Services.

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

328 Venue. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in Ventura County, California. The Parties agree that the venue for any action or claim brought by any Party will be the Central District of Ventura County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Central District of Ventura County.

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

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

331 Notices. All notices hereunder and communications regarding Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

	CONTRACTOR	VC SAFE
Company Name	Platinum Tow & Transport, Inc.	Ventura County SAFE
Representative's Title	President	FSP Program Analyst
Address	938 Verdulera Street	950 County Square Dr., Ste. 207
City, State & Zip	Camarillo, CA 93010	Ventura CA 93003
Attention	Bill Paymard	Andrew Kent
Representative's Email	bill@platinumtow.com	fsp@goventura.org

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

332 Electronic Delivery of Agreement. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of the Agreement for all purposes.

333 Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. An Administrative Amendment may be approved by VC SAFE's Executive Director, if the Amendment does not change the Contract's term, or if the increase to the Contract does not exceed \$50,000. An Amendment that changes the project term or increases the NTE amount more than \$50,001, must be approved by the VC SAFE Commission.

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

335 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or

otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

- 336 **No Waiver.** Failure of CONTRACTOR to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.
- 337 **Eight-Hour Law.** Pursuant to the provisions of the California Labor Code, not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless CONTRACTOR or the Services are not subject to the Eight-Hour Law. CONTRACTOR shall forfeit to VC SAFE as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless CONTRACTOR or the Services are not subject to the Eight-Hour Law.
- 338 **Subpoenas or Court Orders.** Should CONTRACTOR receive a subpoena or court order related to this Agreement, the Services or the Project, CONTRACTOR shall immediately provide written notice of the subpoena or court order to the VC SAFE. CONTRACTOR shall not respond to any such subpoena or court order until notice to the VC SAFE is provided as required herein and shall cooperate with the VC SAFE in responding to the subpoena or court order.
- 339 **Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.
- 340 **Counterparts.** This Agreement may be signed in one or more counterparts, any one of which shall be effective as an original document.
- 341 **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.
- 342 **Conflicting Provisions.** In the event that provisions of any attached Exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. In the event the standards set forth in this Agreement conflict with the standards set forth in any exhibit hereto, the higher standard shall govern.
- 343 **Attorneys' Fees and Costs.** If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a Party hereto and payable under Section 3.21, Indemnification.
- 344 **Consent.** Whenever consent or approval of any Party is required under this Contract, that Party shall not unreasonably withhold nor delay such consent or approval.
- 345 **Force Majeure.** CONTRACTOR shall not be in default under his Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides and fires, or other catastrophic events, which are beyond the reasonable control of CONTRACTOR and which

CONTACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONTACTOR to perform or failure of CONTACTOR to obtain either any necessary permits or licenses from other governmental agencies, or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONTACTOR.

346 **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

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

**VENTURA COUNTY TRANSPORTATION
COMMISSION ACTING AS THE VENTURA
COUNTY SERVICE AUTHORITY FOR
FREEWAY EMERGENCIES**

PLATINUM TOW & TRANSPORT, INC.

By: _____

Claudia Bill-De La Peña, Chair

By: _____

Bill Paymard, President

APPROVED AS TO FORM:

ATTEST:

By: _____

Steven T. Mattas, General Counsel

By: _____

VENTURA COUNTY SAFE BEAT 3 DESCRIPTION, MAP AND HOURS/DAYS OF OPERATION

Beat #	Beat Description	Beat Length in Miles	# Primary Trucks in AM & PM	# Back-Up Tow Trucks
3	CA-118 from Route 23 to Ventura/Los Angeles County Line (Rocky Peak)	14.7	2	1

The total annual FSP hours for the a.m. and p.m. shifts, are on average **1,786 hours** for each Tow Truck/Driver, for Beat 3, per year. FSP will be provided Monday through Friday from 6:00 a.m. to 9:00 a.m., and from 3:00 p.m. to 7:00 p.m., with the exception of the following holidays. The holidays below that show a decrease of three hours (-3) indicates that the CONTRACTOR shall **NOT** provide morning FSP service on that holiday, but **WILL** provide afternoon FSP service. A "0" indicates that the holiday falls on a weekend and does not alter the FSP Monday through Friday schedule. Holidays in **gray** are not in the contract period.

Holiday (Day)	2020	2021	2022	2023	Comments
Mon-Fri Annual Hours	98	1,827	1,820	1,771	# of M-F days X 7 FSP hours @ day
New Year's Day (varies)		-7	0	0	Falls on Sat in 2022; Sun in 2023
Martin Luther King Jr. (Mon)		-3	-3	-3	No a.m. FSP
Presidents' Day (Mon)		-3	-3	-3	No a.m. FSP
Memorial Day (Mon)		-7	-7	-7	No FSP
July 4 th (varies)		0	-3	-7	Falls on Sun 2021; on Mon in 2022 so NO a.m. FSP in 2022
Labor Day (Mon)		-7	-7	-7	No FSP
Veterans Day (varies)		-7	-3	0	Falls on Fri in 2022, so NO a.m. FSP in 2022; Falls on a Sat in 2023
Thanksgiving (Thurs)		-7	-7	-7	No FSP
Day after (Friday)		-7	-7	-7	No FSP
Christmas (varies)	-7	0	0		Falls on Sat in 2021; Sun in 2022
Hours for @ Truck @ year	91	1,779	1,780	1,709	Total Contract Hrs. @ Truck: 5,359

In addition to the above service hours, at the discretion of VCTC and the CHP, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). VCTC may also alter the schedule to accommodate "summer traffic." CONTRACTORS will be notified at least seven (7) calendar days prior to when FSP service hours are altered due to when certain holidays fall on the calendar. This additional service may vary from year to year.



**VENTURA COUNTY SAFE
PLATINUM TOW & TRANSPORT, INC.
BEAT 3 PROPOSAL AND PRICE PROPOSAL**

PLATINUM

tow & transport



VCTC FSP Proposal

Beat 3

PLATINUM TOW & TRANSPORT

938 Verdulera St. • Camarillo, California 93010 • PH 805.987.3345 • FX 805.987.3133
Mailing Address: P.O. Box 3410 • Camarillo, California 93011-3410
www.platinumtow.com

Executive Summary

Platinum Tow and Transport Inc
938 Verdulera St.
Camarillo, CA 93010

Los Angeles FSP Regional Yard:
910 North San Fernando Rd
Los Angeles, CA 90065

Westlake Village Location:
31166 Via Colinas
Westlake Village, CA 91361

Oxnard Location:
751 East Wooley Rd
Oxnard, CA 93030

Platinum Tow and Transport Inc. was founded in October of 2001. A single tow truck was purchased to compliment a struggling tire store. What started with a single tow truck has grown into a fleet of 72 tow trucks today. Needless to say, the tire store is long gone! Platinum Tow and Transport Inc. is a Chapter S corporation in the State of California.

We currently operate four locations in the cities of Westlake Village, Camarillo, and Oxnard. These locations handle every day tow business with our law enforcement partners, and customers. Our fourth location in Downtown Los Angeles serves as home for our Regional Freeway Service Patrol Program.

All four of our locations are staffed with Employees for only that location. We help each other as needed. Each location also has its own Manager. Our Camarillo location serves as headquarters for the entire company. Current amount of Employees for each location are as follows: Camarillo- 9, Oxnard - 21, Westlake Village- 11, Downtown LA-16.

The services we provide include, light, medium, and heavy duty towing. Additional services we provide include lowbed and lowboy service, equipment and bus transport and towing, as well as 48 state trucking. In our fleet is one specialized enclosed tow truck for exotic cars. Our firm is registered with the U.S. Department of Transportation.

Platinum Tow and Transport Inc. has been a law enforcement contractor since 2002. Our primary service area covers both Los Angeles and Ventura Counties. We have several contracts in place with both municipal and private agencies. The customers we service include: Los Angeles Metropolitan Transit Authority (Metro), The Auto Club of Southern California (AAA), Los Angeles World Airports (LAWA), and many law enforcement partners. Our law enforcement partners consist of The California Highway Patrol, Ventura County Sheriff's Department, Thousand Oaks Police Department, Camarillo Police Department, Oxnard Police Department, Port Hueneme Police Department, and California State University Channel Islands Public Safety Department. Platinum Tow and Transport Inc. is the current evidence contractor

for The California Highway Patrol, Ventura and Moorpark office, county wide evidence tow for the Ventura County Sheriff's Department, as well as the evidence tow for Port Hueneme Police Department.

Some of our unwritten business includes auto dealerships, collision centers, automotive and truck repair shops, companies with fleets of vehicles, rental companies, and auctions. We have had steady and continuous growth over the years providing the best possible service to all of our customers.

It is our goal as a contractor to perform the scope of work with the highest possible performance and integrity. We have never breached, been terminated or banned from bidding on a contract. In fact our firm has been re-awarded contracts several times with our contracted agencies.

Beat 3 would be operated from our Westlake Village shop, located at 31166 Via Colinas, Westlake Village, CA 91362. The shop is located approximately 12 miles away from the start of the beat.

1. Qualifications, Related Experience and References

Platinum Tow and Transport Inc is a current FSP contractor with the Los Angeles Metropolitan Transit Authority. Our firm has been a continuous FSP contractor with Metro since 2007. Since this time, the core scope of work performed on the Freeway Service Patrol has remained the same. Some slight changes have taken place with equipment and Standard Operating Procedure guidelines. The real big change came with the administrative fines imposed on non-performing contractors and operators.

Our Freeway Service Patrol experience dates back from 2004 to current. We have been awarded a total of six Freeway Service Patrol contracts. Our experience tells us that providing a positive work environment for our employees, following the guidelines given in the standard operating procedure, and providing excellent service to motorist stranded along the Ventura Freeway system equal the "recipe to success", for a Freeway Service Patrol Contractor. Let us share our experience.

Platinum Tow and Transport Inc. received its first Freeway Service Patrol Contract In 2004. Our First Freeway Service Patrol (FSP) contract came the way of Caltrans, during the construction of the Santa Clara River Bridge in Ventura, California. The contract ended in 2006. The contract was for two dedicated trucks and a backup truck. Service hours were from 6 a.m. to 7p.m., Monday to Friday, with one midday truck on the beat from, 10:00a.m. To 3:00p.m. Weekend service was provided from 10:00a.m. to 6:00 p.m. both Saturday and Sunday. Our contract was supervised by the California Highway Patrol Ventura Office. Various Caltrans Project Managers had been assigned. We provided the scope of work as listed in the contract. The scope of work was identical to the services provided by the Los Angeles Metro Freeway Service Patrol program.

In 2007, Platinum Tow and Transport Inc. was awarded contract FSP7-07, with the Los Angeles Metropolitan Transit Authority (Metro). This would be our first contract with Los Angeles Metro's Freeway Service Patrol program. The scope of work in the contract was to provide freeway service patrol along the 101 freeway, from De Soto Avenue, to Coldwater Canyon Blvd. The contract required four dedicated trucks and one backup truck. The hours of service for this beat started at 6:00a.m. To

7:00 p.m. Monday to Friday, and Saturday and Sunday from 10:00am to 6:30p.m. During peak hours four trucks patrolled the beat from 6:00am to 10:00am, and 3:00m. To 7:00pm. The contract provided for one midday truck from 10:00am to 3:00pm. Weekend service was also limited to one truck. Service provided to the motoring public included towing off the freeway, to a drop zone, up to one gallon of fuel, tire changes, jump starts, and lock outs. The original contract had a term of three years. However, we performed service for FSP7-07 for five years. The contract extension ended in 2012.

Our second contract with L.A. Metro came in 2010. Contract FSP10-33 was awarded to provide FSP service along the 118 freeway from Rocky Peak Rd, to the 210 freeway at Mc Clay Ave. FSP10-33 was for a term of 42 months. This contract would be performed concurrently with FSP7-07. The scope of work and hours of service was identical to FSP7-07. The contract required four trucks with one back up truck. The hours of service are the same. The service to the Los Angeles motoring public would be the same as FSP7-07. We received seven contract extensions for an additional eighteen months. The Contract ended in 2015.

Upon the completion of FSP7-07, Platinum Tow and Transport Inc would be awarded contract FSP12-29. Service would be provided along the 101 freeway from Lindero Canyon Rd to De Soto Ave. The contract would require four dedicated trucks and one back up truck. The hours of service would be the same as FSP7-07. The only difference would be a second midday truck operating from 10:00am to 3:00pm. FSP 12-29 would also be performed concurrently with FSP10-33. The original contract would be for 36 months. The services provided would be the same as FSP7-07 and FSP10-33. One extension was given for six months. The contract would end in 2016.

In 2014, we had been awarded FSP Contract 14-42. Service for this contract would be provided along the 5 freeway from Roxford Ave. to Lake Hughes Blvd. Unlike the previous contracts, FSP14-42 would require three trucks with one backup truck. The hours of service would be the same for peak, midday and weekend hours. This contract would be performed concurrently with FSP12-29. Services to the motoring public would be the same as previous FSP contracts. The contract term was for 36 months. We are currently on a second extension set to expire on July 31, 2019.

With the completion of FSP12-29 Platinum Tow and Transport Inc would be re-awarded FSP Beat 29 on contract FSP3470600B29. This new contract would mark some significant changes to the FSP program. Most of the beats in the solicitation would have one less truck than previous contracts. The living wage rate would be included in this contract. Small Business Enterprise (SBE) participation would also be basis of award. The scope of work and hours of service would stay the same. The contract would be performed concurrently with FSP14-42. FSP3470600B29 is set to expire in May of 2020.

We have been part of the Los Angeles Metropolitan Transit Authority Freeway Service Patrol (FSP) program since 2007. Our Company was awarded a second FSP contract in 2010. We have continuously operated two FSP beats until current. Our Success in the program has come from hiring quality FSP Operators (Drivers), compensating our Operators with a competitive salary, and providing the best equipment possible to our staff.

In 2018, the Los Angeles County Metropolitan Transit Authority offered two Regional FSP contracts. The regions were known as Region 1 and 2. Region1 is located in Southern Los Angeles County near the Orange County areas, and Region 2 covers most of the freeways in the Downtown Los Angeles region. Our company was awarded the region 2 in 2019. We started the project in May of 2020. The region totals six beats and twenty-five trucks. This is the largest FSP contract ever awarded by the Los Angeles Metropolitan Transit Authority.

As of today, we are the largest single FSP contractor for Los Angeles MTA. We operate a total of eight beats. Two of the beats are existing, and six with the way of the regional contract. We operate 33 vehicles and employ 24 Drivers.

Much of our success over the years while operating the Freeway Service Patrol program came the way of having quality personnel. We recruit and strive for an FSP Operator who is neat, organized and responsible. The requirements demand this type of individual. FSP Tow Operators must arrive early to inspect and document the vehicle being deployed for the shift. The vehicle must be clean before leaving the yard. Uniforms, appearance, and personal hygiene must meet our acceptable standard. Our Operators very seldom need to be reminded of our values. Operators which need to be reminded of these standards on a regular basis have not lasted very long in our organization. Regardless of the quality of the Operators, Contractors, can never turn a blind eye to the FSP program.

The successful work place environment for FSP Tow Operators must have the culture of a Team. This has worked well for us by reducing turn over and creating long term employment. The Team Members must realize that aside from the camaraderie, the scope of work must be performed at the highest level.

Allowing the Operators in our organization the ability for decision making has netted some long term Employees. When the Contractor does not listen, it can prove costly. It did for us. We asked for truck chassis input during the FSP 2012 contract award. We decided to use a different chassis than selected by our Operators. Mitsubishi Trucks introduced a cab over, four cylinder tow truck chassis that showed to be great on fuel mileage. The price was right and many contractors purchased these trucks. The emissions systems in these trucks had been faulty from the factory. The trucks would remain at dealerships for weeks sometimes month for technicians to figure out how to repair them .Needless to say, we have since never re-ordered these trucks as part of our fleet. We should have listened to our Operators on the front line. On a side note, these Operators are still employed with us!

Included in this Bid package you will receive copies of business license over the last five years. Attached you will also see proof of insurance copies. Our firm has never been suspended, terminated or barred from any contract. Our Motor Carrier permit is also included.

Our Current financial condition is above average based on the recent pandemic and climate in the country. We have not missed or been late in any financial obligations ever as a company. We work with a local bank for our day to day banking and financial needs. Our equipment financing comes from two of the largest equipment finance companies in the nation. We have a credit line for trucks with Santander

USA, as well as TCF Equipment. Both credit lines have sufficient amounts available for financing of up to \$2.5 million dollars. Each truck for this RFP will have a cost at or around \$125,000.

Like many FSP programs, the fines or docs for violations can become very expensive. As an organization we believe we can perform the service at the highest level. We believe we can achieve this while not receiving fines that will reduce our income. Most of our Management team comes with FSP experience.

Proposed Staffing and Project Organization

In total, Platinum Tow and Transport Inc. employs a staff of 57 Drivers, and 6 office and support personnel. The majority of our staff has been employed with the company for multiple years. We expect to hire at least 3 new Drivers, per beat, if we are selected and awarded the FSP VCTC contract. With the amount of current Drivers on staff, we are able to service and maintain our contracts and customers aside from Freeway Service Patrol program. The amount of Drivers we staff also allows us the ability to have adequate backup Drivers for FSP in the event emergency staffing is needed. We believe that with the wage schedule established in this RFP along with the benefits that we provide such as health insurance, quarterly wage promotions, and paid vacation would make for good terms for hiring additional FSP Operators.

Below you will find brief resumes and job descriptions of our management team.

Bill Paymard, President/Owner, duties include regular visits to each of the Platinum Tow and Transport locations. Attend contractor meetings with the various municipal agencies and law enforcement partners. Will be available to take phone calls and address concerns during FSP hours. Present during any absence of any Manager. Discuss daily operations with Manager and make changes as needed. Other duties include human resources, outside sales, and daily decision making. Bill is also FSP certified and periodically will cover an FSP shift if needed. Shall serve as "key" for the VCTC contract.

Miriam Carlos, Assistant to Bill Paymard

Miriam has been employed at Platinum Tow & Transport Inc since 2012. Originally hired to perform daily book keeping and dispatching today she serves as Assistant to Bill Paymard with the ability to make decisions on behalf of the company.

Additional duties include the handling of day to day operations, FSP billing, ordering FSP supplies, knowledge of the FSP program, accounts receivable and payable, supervision of dispatchers, and preparing schedules for Drivers and various other tasks. Miriam reports directly to the Owner of any issues or concerns.

Raul Flores, Oxnard Location Manager

Raul has been employed at Platinum Tow & Transport Inc since 2007. He first started as an FSP Driver. In 2015 he was appointed to Manager. Raul has extensive FSP and Towing Manager experience. Raul will have an active Manager role if we are selected for the VCTC FSP program.

Duties include handling of day to day operations, regular meetings with Drivers, handling of paperwork and information. Inspection of trucks and equipment to identify causes for concern. Prepares daily reports to the Owner of any issues or concerns.

Pamela Lopez, Westlake Village Location Manager

Pamela has been employed at Platinum Tow & Transport Inc since 2016. Her first position was as a Dispatcher. In 2019 she was promoted to Manager of the WLV location.

Duties include handling of day to day operations, scheduling, preparation of paperwork, dispatch, and quality control. Prepares daily reports to the Owner of any issues or concerns.

Larry Albrecht, Regional FSP Program Manager for our Regional FSP area in DTLA. Larry has been at Platinum Tow and Transport Inc since 2019. Prior to joining Platinum, Larry, was employed as an Officer with the California Highway Patrol overseeing the Los Angeles Freeway Service Patrol. He spent 30 years on the force.

Tasks include the handling of day to day FSP operations for the Los Angeles contract, executing and understanding of the FSP Regional scope of work, implementing and understanding of the FSP regional Standard Operating Procedure, interaction with CHP units in the program, attend contractor meetings, review of daily paperwork, Operator check list and scantron, scheduling, submitting payroll to main office, inspecting vehicles, direct supervisor to the work force, certified to cover shifts if needed, and most human resource issues. Prepares daily reports to the Owner of any issues or concerns. There are two underlying Managers working under his supervision.

Although Larry will not have roll in the Freeway Service Patrol program with VCTC. He will be available as needed to answer questions and lend support. Since OJT is required for all Operators on the VCTC contract, it will be coordinated with Larry.

Project Approach/Work Plan

The Primary function of the Freeway Service Patrol is to reduce congestion and help cut down on travel time on a very busy freeway system. Our goal is to keep the freeway and motoring public moving! The Freeway Patrol Service provides cost free emergency road service to motorist who become broken down or stranded on the Ventura County freeways.

The services related to this project are very similar to the services we have been providing to the motorist of Los Angeles County since 2007. We provide tows, to the nearest drop location, provide one gallon of gasoline or diesel to motorist who run out of fuel, jump start vehicle that need to be started, unlock vehicles if a motorist becomes locked out, change tires on vehicles with flats, blow outs, or tire related issues. The program has only allowed service for vehicles under 6000 pounds. The Freeway

Service Patrol works very closely with the California Highway Patrol to clear lanes of vehicles that have been involved in accidents or blocking lanes, due to mechanical failure.

Our experience tells us that the motorists we service on the freeways must be treated like customers. Although the service is free of charge, the motorist should feel as if they received a premium service. Ultimately it is the tax payer dollars from the motorist that fund the program

Quality FSP Operators is the most important piece to the program. The Operator goes out and becomes the front line and face to the program. When we interview a potential new hire for the program, we are looking for two things. Is this person pleasant, and does this person have the ability to communicate. The majority of the time, we are reaching people at the most vulnerable time, stranded on the freeway. It is important for an Operator to calm the person and realize that we have arrived to help. Having the ability to communicate is key. The Operator must listen and communicate to the Motorist of what help is needed and will be provided.

Upon receiving a notice to proceed, execution for the VCTC FSP Program will start with the recruitment and hiring of approximately 3 Operators per beat. Help wanted ads shall be placed onto on-line services such as Indeed. Craigslist will also be used to recruit Operators. We would assume that Operators who are working on other contracts in the area may apply for a position. Preference will be given to those Operators who meet our standards. Operators who are new to the program will then attend the CHP background and training class. Once the New Operator completes the training class, they will receive on the job training. Also, each Driver will receive the following: New Uniforms, FSP Safety Vest (2), FSP ball cap, safety glasses, and brass name tag for the FSP vest.

With the hiring process, a Beat leader will be selected to serve as a Supervisor for the beat. The Beat Leader shall be a, working on the beat, Supervisor. Responsibilities will include confirming all the necessary equipment is in good working order, handling of paperwork, cleanliness of equipment, and reporting back to Management of any issues or concerns. It will also be the responsibility of all the Beat Leader to check the grooming standard of FSP Operators. The grooming standard must meet or exceed the standard as listed in the FSP Standard Operating Procedure.

Tow Operators shall be assigned to Beats and the vehicle assigned. There will not be any leap frogging for FSP Tow Operators. The FSP Tow operator will complete the shift based on the required hours of service given in the scope of work.

Tow Operators shall follow the listed times of duty as provided by VCTC. Operators shall be scheduled to report for duty thirty minutes prior to shift. Inspection of the vehicle and equipment must be completed prior to leaving the yard for deployment to the beat. Beat Leaders must then confirm and initial the information provided.

Back up Drivers will be selected from the Contractors commercial tow business operation. Our plan is to have at least two Operators to work on the FSP program when needed. These Drivers would attend CHP

training and obtain FSP Id Cards. The backup Driver would be assigned to the program until the return or replacement of the individual who is absent.

Customer service starts with Contractor management. Management, Beat Leaders, and Operators need to have a positive attitude towards the scope of work and Ventura County Motorist. We choose quality Operators who work well in a fast paced environment and understand the goals of the program. All new Operators receive training from CHP on job duties and with public interaction. Managers in the program will work in providing support to FSP operators to better understand the customer service side of the program. Emphasis will be given to proper tone and language, communication, and professionalism. Role playing will be performed to help Operators prepare for situations they may encounter. When Operators become frustrated with certain parts of the job, Managers must provide support and understanding of the situation.

Motorist who wish to compliment or raise concern to the program can do so in two ways. FSP Operators shall be directed to have the motorists contact our FSP Manager for assistance. Claims for damage caused while receiving FSP service will be handled by the Contractor Manager. Motorist may also be referred to VCTC or CHP.

The truck equipment order will take place immediately once a notice to proceed is issued. With the type of trucks in this proposal, every day will count. Once the equipment is ordered, the VCTC Project Manager shall we receive a written update and timeline for the readiness of the order. We have selected Tow industries of Los Angeles as our supplier. They have been the largest and most reliable provider of Freeway Service Patrol trucks in the area for many years.

With the recent COVID 19 closures the availability of truck chassis has been an issue. Production at most plants has stopped. The type of chassis needed, crew cab, seating for five, or not common in the tow industry built as wreckers. They are very common for flatbed type applications. We bring this to your attention since we are aware that ourselves, and other prospective bidders within Ventura County do not have any of these type vehicles in the fleet. Any contractor selected from the Ventura County area will need to buy new trucks to meet the requirement of this RFP. This is also the time of year for the New Year model and production at the manufacturer is slow. We bring this to your attention based on the timeline and start date set in this RFP.

We have selected to use the International CV model truck. We would order crew cabs. We selected this model since we have a good International dealer in Oxnard with a reputable service department for repairs when needed. These trucks are also compact to allow enough space on narrow shoulders as not to block lanes. Freightliner M2 chassis all though higher in GVW are wider and bulkier and take more room. The Dodge Ram product has many flaws. We had been forced to use this model on our Regional hand have had difficulty getting repairs and finding qualified dealers for repair.

We are aware of the different communication methods on this contract. The Verizon push to talk plus has been chosen as the communication device for this project. We understand that the Contractor will be responsible for supplying these devices for each truck. These devices shall be used for

communication with CHP. Tablets will be provided by VCTC for FSP Operators to input data. All of our facilities are set up work computer work stations are high speed internet. Shop radios and push to talk charging equipment shall be installed by the contractor

We have prided ourselves with the best equipment on the road. Good equipment brings comfort and ease to the job for FSP operators. Some examples are conventional cab and cab over chassis. Cab over trucks tend to be real bouncy for Drivers. Therefore we only have conventional type chassis in our fleet. Our Fleet of FSP trucks are always equipped with aluminum wheels to have high curb appeal when on the road. Operators feel a sense of pride when they are on the road with a vehicle that has some shine to it. One thing we do not allow is for Operators to share trucks. Each operator is assigned their own truck. The Beat leader is responsible for the backup truck. This is important after use to make sure equipment is not missing and or damaged.

Team building is a very important piece for us as a company. We want to recognize the Men and Woman in our organizations that have performed at the highest standard... We plan for the following for the FSP Program. Each month, one FSP tow Operator will be selected as "FSP Tow Operator of the Month". Award shall include a gift card for dinner for two at a quality restaurant. Every Year one FSP Tow Operator will be selected as "FSP Tow Operator of the Year". The recipient will receive a plaque and a paid vacation for two. We typically select Las Vegas for this destination. Gift cards for kudos are also given out when compliments and or positive feedback is received. The gift cards are for lunch at a quick service restaurant.

Official record keeping for this procurement shall take place at the corporate main office located at: 938 Verdulera St. Camarillo, CA 93010. Records that will be kept on site for all personnel will include: Copies of current Drivers licenses, copies of current DMV pull notices, copies of CSAT test results, copies of FSP ID Cards, and copies medical cards. These items shall be placed in a binder located in the Managers office. Information will be categorized by month and order of date of birth to allow the Manager ability to view current and coming month information.

Maintenance of vehicle shall be completed as scheduled. FSP service vehicles will be inspected on a daily basis for working lights, equipment, and damage. Lube service will be performed on vehicles between 8,000 to 10,000 miles. Vehicles will be removed from service if not serviced by 10,000 miles. Service shall include: replacement of oil and filters, inspection of brakes, tires, electrical, and preventative maintenance measures. These services shall be performed by our in-house Technician. All major repairs such as engine, transmission, and axle over hauls shall be sent to a qualified repair center of the Contractors choice. Platinum Tow and Transport Inc. does employee two Mechanics for timely repairs.

Qualified repair shops for either mechanical or collision shall be in close proximity to the Contractors place of business. Timelines will be requested for all necessary repairs. Communication of the timeline will be sent, by the Manager, to VCTC and the contractor organization.

Mechanical failures or accidents while an FSP vehicle is deployed on the Beat shall be handled by the following procedure. The Operator will notify the CHP Dispatcher of the failure. The Operator will then contact the Contractors Office for a replacement vehicle. Out of service signs will be placed on the vehicle while in wait. It will be the duty of the Beat Leader or Manager to arrange for the replacement vehicle. The vehicle should arrive as expeditiously as possible. The Manager will then stay with the broken down vehicle until arrangements can be made for removal.

We look forward to working with VCTC!



31166 Via Colinas, Westlake Village, CA to Moorpark, California 93021 Drive 12.2 miles, 11 min

Distance from WLV location to Beat 3



via CA-23 N

11 min

Fastest route, the usual traffic

12.2 miles



via N Westlake Blvd and CA-23 N

17 min

12.2 miles

Explore Moorpark

Groceries

Hotels

Gas stations

Parking Lots

More

B.3 Detailed Itemized Price Form for Years 1 to 5 - Hourly Cost Breakdown for Beat 3

Beat 3 is 14.7 miles along CA-118, from CA-23 to Ventura/Los Angeles County line (Rocky Peak)

All hourly rate proposed costs are specific to the FSP Program ONLY. In F.1, F.2 and F.3, round to dollars (no cents).

Year:	1	1	2	2	3	3	4	4	5	5
	Regular FSP Hrly Cost	CFSP / Extra Work Hrly Cost	Regular FSP Hrly Cost	CFSP / Extra Work Hrly Cost	Regular FSP Hrly Cost	CFSP / Extra Work Hrly Cost	Regular FSP Hrly Cost	CFSP / Extra Work Hrly Cost	Regular FSP Hrly Cost	CFSP / Extra Work Hrly Cost
A. FSP Tow Truck Costs										
1. FSP Tow Truck Payment (3 trucks)	\$ 4.77		\$ 4.77	\$ -	\$ 4.77		\$ 4.77		\$ 4.77	
2. Fuel (to Beat, include cost escalation)	\$ 7.50	\$ 7.50	\$ 8.50	\$ 8.50	\$ 9.50	\$ 9.50	\$ 10.50	\$ 10.50	\$ 11.50	\$ 11.50
3. Maintenance (3 trucks, oil, tires, brakes, paint, etc.)	\$ 2.00		\$ 2.00		\$ 2.00		\$ 3.00		\$ 4.00	
4. Insurance (3 trucks)	\$ 2.42		\$ 2.80		\$ 3.43		\$ 3.70		\$ 4.24	
5. Miscellaneous FSP tow truck equipment costs	\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00	
B. Labor Costs										
1. Driver hourly rate (include tax & contributions)	\$ 26.00	\$ 39.00	\$ 27.30	\$ 40.95	\$ 28.60	\$ 42.90	\$ 29.90	\$ 44.85	\$ 31.20	\$ 46.80
2. Driver benefits hourly rate (sick, vacation, etc.)	\$ 1.16	\$ 1.74	\$ 1.22	\$ 1.83	\$ 1.33	\$ 1.99	\$ 1.34	\$ 2.01	\$ 1.40	\$ 2.20
3. Supervisor/Manager hourly rate	\$ 12.50	\$ 18.75	\$ 13.00	\$ 19.00	\$ 13.50	\$ 20.25	\$ 14.00	\$ 21.00	\$ 14.50	\$ 21.75
4. Supervisor/Manager benefits hourly rate (sick, vacation, pension, etc.)	\$ 1.16	\$ 1.74	\$ 1.22	\$ 1.83	\$ 1.33	\$ 1.99	\$ 1.34	\$ 2.01	\$ 1.40	\$ 2.20
5. Travel & preparation costs (to inspect truck, time to get to Beat, time back to yard, time to replenish supplies, etc.)	\$ 5.57	\$ 5.57	\$ 5.85	\$ 5.85	\$ 6.12	\$ 6.12	\$ 6.40	\$ 6.40	\$ 6.68	\$ 6.68
C. Facility / Business Costs										
1. Lot/Building (office equipment, insurance, computer, supplies, etc.)	\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00	
2. Permits, licenses, fees, registration	\$ 2.52		\$ 2.52		\$ 2.63		\$ 2.52		\$ 2.52	
3. Workers' Compensation insurance	\$ 0.26		\$ 0.27		\$ 0.29		\$ 0.30		\$ 0.31	
4. Liability insurance	\$ -		\$ -		\$ -		\$ -		\$ -	
5. All other VCTC required insurance	\$ -		\$ -		\$ -		\$ -		\$ -	
D. FSP Program Costs										
1. Supplies (raingear, uniforms, boots, phone, etc.)	\$ 0.29		\$ 0.29		\$ 0.29		\$ 0.29		\$ 0.29	
2. Driver training fees (time in training, proficiency costs, background fees, assume potential Driver turnover)	\$ 0.25		\$ 0.25		\$ 0.25		\$ 0.25		\$ 0.25	
3. Fuel to hand out to motorists	\$ 0.64		\$ 0.66		\$ 0.68		\$ 0.70		\$ 0.72	
4. Incidentals	\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00	
E. Profit (Applied to Hourly Rate)	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
F. Calculation of Proposed Price										
1. Firm fixed price Hrlly Rate (per year)	\$ 90	\$ 94	\$ 94	\$ 98	\$ 98	\$ 103	\$ 102	\$ 107	\$ 107	\$ 111
2. Regular FSP Only: 1,786 hours per calendar year X two (2) primary tow trucks X Hourly Rate	\$321,623	N/A	\$ 334,518	N/A	\$349,056	N/A	\$364,380	N/A	\$ 381,418	N/A
3. Sum of Costs for 5 Yrs Regular FSP	\$	1,750,994								

Tow Truck Information

Input all info below if your existing tow trucks will be used for FSP. With new trucks, identify make/year/model & put NEW in VIN field.

Make/Manufacturer	Year	Model	Miles	VIN #
International	2021	CV	0	New
International	2021	CV	0	New
International	2021	CV	0	New

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

Signature of Authorized Proposer Representative

Date

Print Authorized Proposer Representative's Name:

Bill Raymond

8/1/2020

**VENTURA COUNTY TRANSPORTATION COMMISSION
FREEWAY SERVICE PATROL REQUEST FOR PROPOSALS (RFP)
PRICE FORMS**

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE: July 30, 2020

In response to the above-mentioned RFP, the proposer submits the costs by fiscal year for the project as detailed on the following page(s), including monthly price based on volume of determinations, and contract not-to-exceed price.

If VCTC awards a contract, the undersigned hereby agrees to all the terms and conditions contained in this RFP.

PROPOSER: Platinum Tow & Transport Inc.

CONTACT: Bill Paymard

TITLE: President

ADDRESS: 938 Verdulera St

TELEPHONE: (805)987-3345 **FAX:** (805)987-3133

EMAIL: bill@platinumtow.com

SIGNATURE: 

CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

This form must be completed in its entirety and submitted along with the Proposal.

INSURANCE REQUIREMENTS (check appropriate boxes below):

- ☐ Contractor has provided a copy of the insurance requirements contained in the Ventura County Transportation Commission (VCTC) Contract to its agent/broker for review and discussion.

AND

- ☒ Contractor certifies that the company/individual is fully prepared to comply with the insurance requirements as detailed in the VCTC Contract.

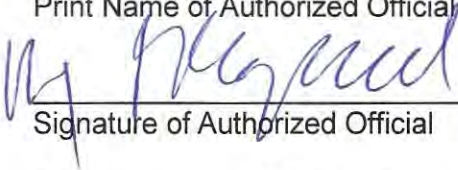
OR

- ☐ Contractor has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP, each referenced by section and page number of the VCTC Contract.

Proposer Information:

Platinum Tow & Transport Inc
Company Name

Bill Paymard
Print Name of Authorized Official


Signature of Authorized Official

7/27/2020
Date Signed

Address: 938 Verdulera St
Camarillo, CA 93010

Phone: 805-987-3345 Email: bill@platinumtow.com

Broker Information:

Company Name: Elite Commercial Insurance Services Inc.

Contact Name: Cassandra Evans

Address: Po Box 118
Somis, CA 93066

Phone: 805-889-7768 Email: cassandraevansins@gmail.com

**PROPOSAL COVER LETTER TEMPLATE
VENTURA COUNTY TRANSPORTATION COMMISSION
FREEWAY SERVICE PATROL REQUEST FOR PROPOSALS**

Proposer Name: Platinum Tow & Transport Inc.

Identify in the line below the **physical address/location** where services will be dispatched from:

938 Verdulera St, Camarillo, CA 93010

To: Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

In response to the Request for Proposal (RFP) for the Ventura County Transportation Commission's Freeway Service Patrol (FSP) service, we the undersigned hereby declare that we have carefully read and examined the RFP documents, including any plans and specifications, participated in or reviewed a summary of the Pre-Proposal Conference, acknowledge receipt of any and all addenda, and hereby propose to perform and complete the work as required.

If proposal is accepted by VCTC, the undersigned agrees to make available the services at the costs indicated on its Time and Material Proposal Form within one hundred and twenty (120) days from the date specified in the RFP for receipt of proposals. If awarded a Contract, the undersigned agrees to execute a formal Contract with VCTC within 30 calendar days following VCTC acceptance of proposal, and deliver to VCTC prior to execution of the Contract the necessary original Certificates of Insurance.

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

(Name) Bill Paymard (Title) President (Phone) 805-987-3345

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

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

Proposer acknowledges that it _____ has or ☒ has not been terminated from a contract for cause, prior to the end of a contract term. If proposer has been terminated, attached to this cover letter a memorandum describing in detail the client, the facts and circumstances.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; and that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the work or the cost thereof. The undersigned hereby agrees that VCTC will not be responsible for any errors or omissions in these RFP Documents. By affixing my signature below, I attest that all information in the proposal is true and correct and that I have the authority to bind this firm to the terms and conditions of the RFP.

BY:

Signature

Bill Paymard
Type/Print Name

President
Title

938 Verdulera St, Camarillo, CA 93010
Proposer's Business Address

805-987-3345/ 805-987-3133
Telephone/Fax Numbers

bill@platinumtow.com
Email Address

**VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)
FREEWAY SERVICE PATROL (FSP)
CONTRACTOR REPRESENTATIVE FORM**

COMPANY NAME: Platinum Tow & Transport Inc

COMPANY LEGAL STATUS (Corporation, LLC, etc.): Corporation


FEDERAL TAX ID NUMBER: 90-0053819

ADDRESS: 938 Verdulera St

BUSINESS LICENSE NUMBER: CA251169

LICENSE CLASSIFICATION: DMV-Motor Carrier

NAME OF AUTHORIZED SIGNATURE FOR CONTRACT: Bill Paymard

AUTHORIZED SIGNATURE'S TITLE: 

CONTRACTOR'S REPRESENTATIVES (Contractor's employees that are available during FSP service hours to make decisions on behalf of Contractor; provide info for up to three employees):

NAME #1: Miriam Carlos **TITLE:** Administrative Assistant to Mr. Paymard

TELEPHONE #: 805-987-3345 **FAX #:** 805-987-3133

EMAIL: miriam@platinumtow.com

NAME #2: Raul Flores **TITLE:** Manager/ Oxnard location

TELEPHONE #: 805-385-0090 **FAX #:** 805-987-3133

EMAIL: raul@platinumtow.com

NAME #3: Pamela Lopez **TITLE:** Manager/ Thousand Oaks location

TELEPHONE #: 805-497-4375 **FAX #:** 818-991-5910

EMAIL: pamela@platinumtow.com

VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC) FREEWAY SERVICE PATROL PROPOSAL QUESTIONNAIRE

PROPOSER'S NAME: Platinum Tow & Transport Inc.

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of a Freeway Service Patrol (FSP) service, and to simplify the selection panel's review of your proposal.

ALL QUESTIONS MUST BE ANSWERED. DO NOT SAY: "Refer to our proposal or RFP, page X".

UNDERSTANDING OF CONTRACT TERMS:

1. Respond to these questions on Owner's Tow Truck Operations (RFP requires 5 years minimum):

Years as Owner: 19 Years in Towing Business: 19

*Years Providing Law Enforcement Tow: 18 Current Number of Tow Trucks Operating: 72

*Provide details below to summarize proposer's Law Enforcement Tow contracts:

Law Enforcement Division	Months/Year	CHP Contact	CHP Contact Phone
Ventura CHP	7/2002 to present	Officer Navarro	805-662-2567
Moorpark CHP	7/2011 to present	Officer Decker	805-553-0800
Ventura County Sheriffs Dept	7/2002 to present	Sergeant Richards	805-388-5100

2. What are the FSP operating/service hours? Monday to Friday from 6:00am to 9:00am and from 3:00pm to 7:00pm.

3. Describe activities prohibited by FSP Contractors:

The Drivers shall not accept gifts, money, or gratuities for services provided. Drivers shall not offer Secondary tows, or recommend any repair garage or body shop. Other prohibited items include talking on a cell phone while driving, smoking in the vehicle, sleeping on duty, not wearing a uniform, and not having a vest on while working outside the truck. Drivers are forbidden to be on duty while under the influence of alcohol or drugs.

4. Describe FSP Contractor duties on a daily basis:

FSP shall assist motorists involved in minor accidents and disabled vehicles. Additionally FSP will install spare tires, offer fuel or diesel up to one gallon at no charge to the motorist, provide jump starts, lockouts, and water for an overheated vehicle to a disabled motorist. FSP trucks patrolling and dispatched by CHP will be used to remove vehicles in freeway lanes to reduce congestion.

5. How frequently will FSP trucks be inspected by CHP?

Prior to commencement CHP shall inspect all primary and backup trucks to ensure they meet the specifications listed in this RFP. This shall be done two weeks before. Additional inspections shall take place later as determined by CHP. An 'annual inspection' shall be completed each year to verify safety and appearance of each truck.

6. Identify the tests a FSP tow truck Driver must pass before operating FSP service:

A. Wheel lift test- must be completed in less than 10 minutes

B. Dolly Test- must be completed in less than 10 minutes

C. Lockout test- must be completed in less than 10 minutes

7. Describe the clothing and accessories an FSP tow truck Driver wears:
Drivers shall wear navy blue pants, shirts or jump suit. The boots shall be black and steel toe.
Additionally Drivers must have 2 FSP Vests with a brass name tag. Baseball caps must be navy blue in color. Rain gear shall be waterproof and blue or yellow in color.
8. Describe the equipment found on an FSP tow truck. (Attach a separate to this form).
Our response is attached on a separate sheet
9. What are the FSP Insurance Requirements You Must Meet?
Commercial General Liability shall include all FSP trucks at \$2,000,000 per occurrence.
Comprehensive Auto liability shall be \$5,000,000 for all hired autos, for a 50 mile radius. On hook
motor cargo shall be \$100,000. Garage Keepers shall be standard coverage based on the
addendum no.1 issued
. Workers Compensation shall have a statutory limit of no less than \$1,000,000 per accident for
bodily injury or bodily disease, \$1,000,000 policy limit for each employee. VCSAFE and its members
shall be listed as insured against any claims from the contractor. A Waiver of subrogation shall be
given to VCSAFE.
10. How many trucks (including back-up trucks) and trained FSP tow truck Drivers must you have for this Beat? 3
11. Attach a list of trucks currently owned that will be used for the FSP service and provide: the year, manufacturer, model, current mileage and vehicle identification number (VIN). If at the time of proposal submittal, a proposer does not own the required number of trucks for the FSP Beat proposed, provide a statement as to how the trucks will be acquired and the timeline for acquisition. Also provide details of the trucks to be procured (vendor, year, manufacturer, model). Refer to the RFP's Attachment A: Scope of Work, Section 4.0 - Equipment Requirements. We will be purchasing new trucks for this project. We detailed our plan in the Project approach/work plan section of our technical information packet.
12. If appropriate, attach additional information/explanations to this form.

Name


Signature of Firm Owner/Authorized Representative

Date: 7/27/2020

Name of Person(s) Completing Form: Bill Paynard

Our response to the following attachment H Question 8:

Dear VCTC,

As you can tell we did copy and paste. We did not do this to be snarky. However we did to show every piece of equipment that is required. Since we have been performing FSP for many years, we are very familiar with all the equipment needed. Thank you for your understanding, Bill

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to
12. 12-volt booster cables.
13. Heavy duty, 60+ amp battery.
14. Optional and at CONTRACTOR's Expense: radio with the ability to communicate with the CONTRACTOR's base office.
15. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
16. Suitable cab lighting.
17. Trailer hitch capable of handling a 1 7/8-inch ball and 2-inch ball.
18. One (1) 1 7/8-inch ball and one (1) - inch ball.
19. Rear work lights - (4)
20. Safety chain D-ring or eyelet mounted on rear of truck.
21. Motorcycle Straps - (2)
22. Diesel fuel in plastic jerry cans - (5 gallons)
23. Unleaded gasoline in plastic jerry cans - (5 gallons)
24. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. - (2)
25. First aid kit (small 5" x 9") - (1)
26. Fire extinguisher aggregate rating of at least
27. 4 B-C units - (1)
28. Pry bar - 36" or longer - (1)
29. Radiator water in plastic container - (5 gallons)
30. Sling crossbar spacer blocks **OPTIONAL** - (2)
31. 4" x 4" x 48" wooden cross beam -(1)
32. 4" x 4" x 60" wooden cross beam -(1)
33. 24" wide street broom - (1)

34. Square point shovel - (1)
35. Highway flares 360 minutes min.
36. Cones 18" height, reflectorized with tape
37. Hydraulic Floor Jack: 2-ton AND
38. 2-ton jack stand - (1)
39. Wheel chock - (1)
40. Four-way lug wrench (1 std.) - (1)
41. Four way lug wrench (1 metric)
42. Rechargeable compressor or refillable air bottle:
 - a. hoses and fittings to fit tire valve stems, 100 - (1)
 - b. psi capacity
43. Flashlight and spare batteries or charger - (1)
44. Tail lamps/stop lamps, portable remote
 - a. with extension cord - (1 set)
45. Booster cables, 25 ft. long minimum,
 - a. 3-gauge copper wire with heavy-duty clamps
 - b. and one end adapted to truck's power outlets - (1 set)
46. Funnel, multi-purpose, flexible spout - (1)
47. Pop-Up Dolly (with tow straps), portable for removing
 - a. otherwise un-towable vehicles - (1)
48. Five (5)-gallon can with lid filled with clean absorb-all - (1)
49. Empty trash can with lid (five gallon) - (1)
50. Lock out set - (1)
51. Safety glasses

Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list below may be supplemented at the CONTRACTOR's option and expense:

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

NON-COLLUSION AFFIDAVIT

In Reference to VCTC FSP RFP for Beats #1, 2 and 3:

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

CONTRACTOR/PROPOSER COMPANY NAME: Platinum Tow & Transport Inc.

NAME OF AUTHORIZED SIGNATOR: Bill Paymard

TITLE OF AUTHORIZED SIGNATOR: President

SIGNATURE: 

VENTURA COUNTY SAFE SUMMARY OF FREEWAY SERVICE PATROL (FSP) VIOLATIONS AND PENALTIES

Below is a list of penalties that may be assessed to a Contractor if not in compliance with the policies and procedures of the Ventura County Service Authority for Freeway Emergencies' (VC SAFE) Freeway Service Patrol (FSP) Program. Additional Violations and Penalties that may be imposed are included in the Standard Operating Procedures Manual (SOP Manual). All final penalties shall be assessed at the discretion of VC SAFE or CHP. VC SAFE reserves the right to amend/alter these penalties and the penalties listed in the SOP Manual.

Description of Violation	Penalty
1. Not having 2 Primary and 1 Back Up FSP tow trucks ready for installation and inspection by Monday November 30, 2020.	\$1,000 fine per day beyond November 30, 2020.
2. Failure to send a Contractor Representative to attend an FSP trend meeting, FSP TAC or required Contractor meeting; or failure to notify FSP Management that Contractor representative cannot attend.	\$500 fine for every missed meeting.
3. Driver(s) do not meet, maintain or have with them during their FSP shift, all required certifications, licenses, proof of vehicle registration, and/or FSP ID Card.	\$1,000 fine per Driver, if at least one of these requirements are not met.
4. Not meeting tow truck requirements outlined in the Scope of Work (SOW) or Standard Operating Procedures (SOP) Manual.	Three times the hourly contract rate in one-minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three times the hourly rate.
5. Not having a certified FSP Back Up tow truck available during FSP hours and/or FSP Certified Driver.	Three times the hourly contract rate in one-minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
6. Tow truck not made available within 45 minutes either at the of the Beat shift, due to equipment/truck breakdown.	If the breakdown occurs during the shift, the Driver has 45 minutes to correct the problem. This 45-minute grace period is deducted as non-penalized down time calculated in one-minute increments, based on the hourly rate. Time beyond 45 minutes will be calculated as penalized time (three times the hourly contract rate in one-minute increments). If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
7. Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn	The fine amount shall not exceed \$50.00 for each occurrence or violation, plus replacement costs (if applicable).

Description of Violation	Penalty
required paperwork in on time (surveys, inspection sheets, etc.), incomplete or unsubmitted/unsigned paperwork, damage to FSP equipment, or not supplying FSP vehicle operators the proper equipment as required in the FSP Contract	
8. Data Collection Devices not being charged in designated location during non-FSP hours.	\$50.00 per Tablet/device.
9. Workstation email not being operational and checked by tow operator for operational communications messages from VC SAFE and CHP Officers.	\$100.00 per day.
10. Lost/damaged equipment (this does not include typical wear and tear).	Full cost to replace the lost/damaged equipment. If equipment is repairable, the cost of the repair shall be deducted from Contractor's invoice.
11. Contractor not following proper tip/gift procedures from assisted motorists.	\$50.00 per occurrence.
12. Tampering with FSP tablets, devices, AVL and/or GPS devices/equipment, or attempting to repair tampered equipment.	Three times the hourly rate calculated in one minute increments plus the cost of VCTC's AVL Technician's transportation, labor, repair and/or replacement costs.
13. Damage Release/Release of Liability forms not completed, not filled out properly, or not submitted within seven (7) calendar days from the date of the assist.	\$5.00 to 50.00 per incident, on a case-by-case basis, as determined by FSP Management.
14. Duplicate customer survey entries >10% per month.	\$50 to \$250, per month, on a case-by-case basis, as determined by FSP Management.
15. Contractor or Driver misconduct (as outlined in SOP) to include, but not be limited to: Contractor's sexual harassment and/or Drug/Alcohol policy violations; operating FSP tow truck while under the influence, using tobacco/vaping products during shift, occurrence of criminal activity (on or off duty). suspended driver license, Driver sleeping during FSP shift, violation of electronic device usage policy, mechanic/service referrals, uniform/grooming violations.	\$100 to 1,000 for each event, in addition to Driver suspension or termination, as determined by FSP Management on a case-by-case basis.

I ACKNOWLEDGE AND ACCEPT THE SUMMARY OF FSP VIOLATIONS AND PENALTIES:

AUTHORIZED SIGNATURE: _____

DATE: _____

Print the Name of Authorized Signature: Bill Paymard