



November 4, 2022

**REQUEST FOR PROPOSALS (RFP) for
FREEWAY SERVICE PATROL BEAT 4 (101-3)**

KEY RFP DATES

RFP Issue Date:	Friday, November 4, 2022
Pre-Proposal Conference Virtual Meeting:	Monday, November 14, 2022 at 1:00 p.m.
Question Submittal Deadline:	Wednesday, November 23, 2022 by 4:00 p.m.
VCTC Responses to Questions Issued By:	Friday, December 2, 2022
Proposal Due Date & Time:	Friday, January 6, 2023 by 4:00 p.m.
Tentative Site Interview :	Monday, January 16 to Friday, January 20, 2023
VCTC Approval and Contract Award:	Friday, February 3, 2023 at 9:00 a.m.
CHP Certified Drivers/Truck Inspected and Approved By CHP No Later Than:	Monday, June 5, 2023
Service Shall Commence On:	Monday, July 3, 2023

All times listed in this RFP are Pacific Time.

PROPOSALS ARE DUE TO VCTC OFFICES BY January 6, 2023

751 E. DAILY DRIVE, SUITE 420, CAMARILLO, CA 93010

Questions? Contact Andrew Kent at (805) 642-1591 ext. 102 or FSP@goventura.org.

TABLE OF CONTENTS

[Cover Letter](#)

[I. Proposal Instructions](#)

- A. [Introduction](#)
- B. [Contact Information](#)
- C. [Pre-Proposal Conference](#)
- D. [Written Questions/Clarifications](#)
- E. [Addenda](#)
- F. [Contract Type](#)
- G. [Informed Proposer](#)
- H. [Conflict of Interest](#)
- I. [Pre Contractual Expenses](#)
- J. [Public Records Act](#)

[II. Proposal Submittal and Content](#)

- A. [Proposal Cover Letter](#)
- B. [Technical Information](#)
- C. [Required Forms](#)
- D. [Scope of Work and/or Contract Exceptions](#)

[III. Selection Process After Proposal Submittal](#)

- A. [Acceptance of Proposals](#)
- B. [Evaluation and Selection Criteria](#)
- C. [Negotiations and Award](#)
- D. [Basis for Protest](#)
- E. [Debriefing](#)

Attachments

[Attachment A – FSP Scope of Work](#)

[Attachment B – Price Forms](#)

[Attachment C – VCTC Standard Contract](#)

[Attachment D – Reference Form](#)

[Attachment E – Certificate of Compliance with Insurance Requirements](#)

[Attachment F – Proposal Cover Letter Template](#)

[Attachment G – Contractor Representative Form](#)

[Attachment H – FSP Proposal Questionnaire](#)

[Attachment I – Non-Collusion Affidavit](#)

Attachments Provided Under Separate Cover

Detailed Itemized Price Forms (Microsoft Excel Spreadsheet)

Standard Operating Practices, June 2020 (Adobe Acrobat PDF)



November 4, 2022

SUBJECT: NOTICE OF REQUEST FOR PROPOSALS FOR “FREEWAY SERVICE PATROL BEAT 4 (101-3)” (hereinafter referred to as “Project”)

The Ventura County Transportation Commission (VCTC), acting in its capacity as Ventura County’s Service Authority for Freeway Emergencies (VC SAFE), invites proposals from qualified contractors to provide the services as identified in this RFP.

Contractors intending to submit proposals should note the “Key RFP Dates” on the cover of this RFP. It is VCTC’s intent, subject to approval by VCTC’s Awarding Authority, to have the selected contractor(s) under contract by **February 3, 2023**, with the service commencing on Monday, **July 3, 2023**. VCTC will evaluate proposals based on qualifications, prior experience with the same or similar type of services, proposed staffing, the proposer’s understanding of the needs and requirements of the Project, cost and price, and overall value to VCTC, as identified in this RFP. VCTC reserves the right to award contracts for similar services outside of this RFP process.

The RFP and all RFP schedule updates and addenda, together with other important information, are available on VCTC’s website at: <https://www.goventura.org/work-with-vctc/contracts/>. The website is the official means of notification to all prospective proposers. Proposers are requested to check the website periodically, and no less frequently than weekly, for RFP schedule updates, addenda, and other information. All proposers will be held accountable for compliance with all updates, addenda and other information posted on the website. Please note that VCTC will not mail any addenda, schedule updates or other information to any prospective proposer.

A virtual Pre-Proposal Conference is scheduled for **1:00 p.m., Monday, November 14, 2022**. This conference is NOT an in-person Conference. Refer to [Section I.C](#) for information on how to participate in this online Conference.

All questions related to this RFP must be put in writing and submitted to VCTC no later than **4:00 p.m., on Monday, November 23, 2022**. All questions must be clearly labeled, “**Written Questions**” and submitted electronically to Andrew Kent at fsp@goventura.org. Questions received after the deadline may or may not be responded to at the sole discretion of VCTC. Written responses to questions will be posted via written addendum on VCTC’s website, at the above-mentioned link.

Proposals are due on or before **4:00 p.m., Friday, January 6, 2023**.

Should VCTC elect to award contract(s) as a result of this RFP, the contractor(s) must comply with all applicable laws and regulations, including but not limited to, equal opportunity laws and regulations. The award of this contract is subject to the availability, appropriation and receipt of federal, State and/or local funds sufficient to carry out the work identified in this RFP.

If awarded a contract to provide towing services, contractor(s) shall have 120 days after the contract is executed in which to acquire the required equipment, have it inspected and certified by the California Highway Patrol (CHP), hire and train Drivers and backup Drivers to meet CHP FSP Driver certification requirements, and be operable by Monday **July 3, 2023**. Any proposer that cannot meet the 120-day operational requirement shall not be awarded a contract.

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION. Ventura County is a diverse coastal county with a population of approximately 850,000 residents, encompassing urban and rural areas. The Ventura County Transportation Commission (VCTC) is a regional transportation planning agency committed to keeping Ventura County moving. By working in close partnership with the cities and the County, the VCTC is ever mindful of maintaining the character of Ventura County while prioritizing transportation investments.

VCTC is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities.

VCTC, acting in its capacity as Ventura County's Service Authority for Freeway Emergencies (VC SAFE), is soliciting proposals from qualified contractors ("proposers") to provide VCTC with Freeway Service Patrol (FSP) Services ("Project" or "Work"). VCTC has entered into a Memorandum of Understanding with the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP) to operate FSP for traffic mitigation, motorist and public safety, as well as air quality improvement within Ventura County. Throughout this RFP, VCTC and VC SAFE are used interchangeably.

Section 21718 (a) of the California Vehicle Code authorizes the CHP to be responsible for FSP for the purpose of rapid removal of impediments to traffic. Section 91 of the California Streets and Highways Code states that Caltrans has the responsibility to improve and maintain the state highways, as well as the responsibility for traffic management and removing highway impediments.

The FSP consists of a fleet of tow trucks that continuously patrols along designated Ventura County freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The designated portion of highway that the fleet patrols up and down is referred to as a "Beat". VCTC currently operates three (3) existing FSP Beats on Ventura County highways:

- Beat 1: 10.5 miles along U.S.-101, from Ventura/Los Angeles County line to Camarillo Springs Rd;
- Beat 2: 9.2 miles along U.S.-101, from Camarillo Springs Road to Rice Ave; and
- Beat 3: 14.2 miles along CA-118, from CA-23 to Ventura/Los Angeles County line (Rocky Peak).

Through this procurement, VCTC will hire a contractor to operate one additional FSP Beat:

- Beat 4: 10.1 miles along U.S.-101, from Rice Ave to California St.

Upon VCTC executing contract(s) and issuing a Notice to Proceed, contractor(s) shall have 120 calendar days in which to become operable. Contractor(s) shall have the appropriate number of primary and back-up trucks ready for equipment installation and CHP inspection no later than **Monday July 3, 2023**. Any contractor who cannot demonstrate to VCTC's satisfaction that it can meet the above-mentioned requirements will not be awarded a contract.

Proposers are encouraged to thoroughly review the **minimum firm/tow truck operator qualifications** as outlined in [Section II.B](#). If your firm does not meet these minimum requirements, **DO NOT SUBMIT A PROPOSAL**. If the proposer is unsure, please [contact](#) VCTC.

B. CONTACT INFORMATION. All related RFP contacts or questions shall be directed in writing to:

Andrew Kent, FSP Program Analyst
(805) 642-1591, X102
fsp@goventura.org

Proposers, nor anyone representing the proposer, are cautioned **NOT** to discuss this RFP with any VCTC Commissioner, official, or employee (apart from the FSP Analyst identified above), nor are they to discuss this RFP with any consultant or contractor engaged by VCTC. Violation of this

prohibition may result in proposer's disqualification.

- C. PRE-PROPOSAL CONFERENCE.** A non-mandatory, virtual, Pre-Proposal Conference is scheduled for **1:00 p.m., Monday, November 14, 2022.** This Conference is *NOT* an in-person meeting. Proposers may join this Conference in one of two ways: 1) On the internet, so proposers may view materials and listen to the presentation, by going to this website: <https://us02web.zoom.us/j/87064224388?pwd=TmJwTS9uZzJqWUUhEY1NrOWt2dnZFZz09> and follow the prompts and instructions to join the online meeting; or 2) Listen to the presentation via a mobile or landline phone, by calling **1-669-444-9171**, and when prompted, enter the meeting ID: **870 6422 4388** and Passcode: **454042** These instructions, along with an Agenda, will be posted on the VCTC website by **Friday, November 11, 2022.**

Attendance at this Pre-Proposal Conference is encouraged but not mandatory and no proposer will be disqualified for failure to attend. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference. Upon completion, the Pre-Proposal Conference summary and Addenda will be posted on VCTC's website at: <https://www.goventura.org/work-with-vctc/contracts/>.

- D. WRITTEN QUESTIONS/CLARIFICATIONS.** All questions and or clarifications to this RFP, including questions that could not be specifically addressed at the Pre-Proposal Conference, must be put in writing and submitted via email to fsp@goventura.org, and must be received by VCTC no later than **4:00 p.m. on Wednesday, November 23, 2022.** Questions received after the date and time specified may or may not be responded to, at the sole discretion of VCTC. All questions/clarifications must be transmitted via email, and clearly labeled in the subject line: "Written Questions for FSP RFP". VCTC is not responsible for failure to respond to questions that are not appropriately marked. VCTC's responses to the questions received by the date and time identified herein will be posted on VCTC's website by **Friday, December 2, 2022** at <https://www.goventura.org/work-with-vctc/contracts/>.
- E. ADDENDA.** Any changes to this RFP will be made by written addendum and posted on VCTC's website. VCTC will not be bound to any modifications to or deviations from the requirements set forth in this RFP as a result of any oral discussions and/or instructions. Proposers shall acknowledge any addenda in their proposal.
- F. CONTRACT TYPE.** VCTC intends to award one time and materials/fixed rate contract(s), based upon proposers' rates in [Attachment B: Price Forms](#). Any work provided by the selected contractor that is not specifically covered by the contract will not be reimbursed. The contract term or period of performance shall be for a three-year base period, with one two-year option to extend the agreement for a total period of performance of up to five (5) years. The option term may be exercised by VCTC, at its sole discretion, with prior written notice to the contractor. Refer to [Attachment C: VCTC Standard Contract](#), for additional detailed information.
- G. INFORMED PROPOSER.** Proposers shall review [Attachment A: Scope of Work](#), [Attachment B: Price Forms](#), and [Attachment C: VCTC Standard Contract](#), for a complete understanding of the terms and conditions of this RFP, as well as the conditions, requirements, and Scope of Work (SOW) before submitting any proposal. Failure to do so will be at the proposer's own risk. By submitting a proposal, the proposer represents that it is legally qualified and fully capable of performing quality work to achieve VCTC's objectives and comply with all requirements identified in this RFP and any and all schedule updates, addenda and other information and instructions posted on VCTC's website or provided in the Pre-Proposal Conference as set forth above. By submitting a proposal, each proposer represents that it will comply with:
1. The Fair Employment and Housing Act, relating to non-discrimination, (California Government Code Sections 12900 et seq.);
 2. Statutory requirements relating to "Whistleblower" requirements (California Labor Code Sections 1101 et seq.); and

3. Statutory requirements relating to employment of undocumented immigrants (California Public Contract Code, Section 6101).

H. CONFLICT OF INTEREST. Any person, firm or contractor that has assisted VCTC in preparing any aspect of this RFP or any cost estimate associated with the SOW, is prohibited from submitting a proposal. Contractors that received assistance from any such person or entity, or who will use the services of such person or entity in performing the services, will be disqualified. A contractor who is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at that time.

I. PRE CONTRACTUAL EXPENSES. VCTC shall not be liable for any pre-contractual expenses a proposer incurs in preparation or submission of their proposal. The proposer shall not include any such expenses as part of their price proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the proposer prior to issuance of the Notice To Proceed by VCTC.

J. PUBLIC RECORDS ACT.

1. VCTC's use and disclosure of its records are governed by the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). As such, all equipment, software, data, records, documents, drawings, plans, specifications and other materials submitted by contractor in its proposal and during the course of any work post contract award, shall become VCTC's exclusive property and may be deemed public records.
2. VCTC will accept proposal information clearly labeled "Trade Secret," "Confidential," or "Proprietary", as determined by the proposer in accordance with the Act. VCTC will endeavor to inform the proposer of any request for the disclosure of such information; however, under no circumstances will VCTC be responsible or liable to the proposer or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at VCTC's discretion, be deemed non-responsive.
3. VCTC will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential," or "Proprietary."
4. If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, or during the course of providing services as a contractor, the appropriate contractor shall indemnify, defend and hold harmless VCTC in such litigation.

II. PROPOSAL SUBMITTAL AND CONTENT

Proposals are due at or before **4:00 p.m., Friday, January 6, 2023**. Postmarks will not be accepted in lieu of receiving Proposals by the date and time specified. Proposals emailed or fax'd to VCTC will not be accepted. Proposals received after the date and time specified will be returned to the proposer without further consideration or evaluation. Address proposals to:

Andrew Kent, FSP Program Analyst
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

Proposers are to provide one original with a "wet" signature of the proposer's authorized signator, five copies, and a CD or flash drive with an Adobe Acrobat PDF version of the entire Proposal. Submit proposals in a sealed package titled clearly "FSP Proposal Beat 4"

Two or more proposers, persons or entities submitting a Proposal should do so on a prime basis rather than as a joint venture. VCTC will not contract with a joint venture.

Each proposal is limited to maximum 50 pages, on 8 ½" x 11" pieces of paper, in no less than 11-point font, with each page consecutively numbered. Charts and schedules may be included in 11" x 17" format. Proposals shall be brief/concise and not include any unnecessarily elaborate or promotional material. Proposals that do not contain the required information will be deemed non-

responsive and will not be considered. The page limit does not include the following:

1. Table of Contents;
2. Cover Letter;
3. VCTC-provided Forms;
4. Outside Cover;
5. Section Dividers; and
6. Appendices, which is information the proposer deems pertinent to the RFP or addresses the proposer's qualifications, none of which were required nor called out in any of the RFP sections. If included, keep Appendices relevant and brief.

If at any time after a proposal has been submitted that a proposer makes a change to proposed key personnel or any other proposal terms and conditions, the proposer must notify VCTC in writing of those proposed changes as soon as they are known. VCTC reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.

All proposals must include the following information, and in the following order.

A. Proposal Cover Letter. Refer to [Attachment F: Proposal Cover Letter Template](#), which is a template letter format that contains the required information below:

1. Indicate the location of the office from which the work will be performed.
2. Include a statement that the proposer has received/reviewed all issued VCTC Addenda(s).
3. A signed statement by an officer of the prime contractor, attesting that all information in the proposal is true and correct.
4. A signature of an authorized person of the prime contractor, who has the authority to bind the contractor to the terms and conditions of the RFP.
5. A statement that the proposal shall remain valid for 120 days from the date of submission.
6. If the proposer has been terminated from a contract for cause prior to the end of the contract term, describe in detail the client, the facts and circumstances.

B. Technical Information. The technical portion of each proposal shall include the following:

1. **Qualifications, Related Experience and References.** Establish the ability of the proposer's team to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with agencies, cities and/or communities directly involved in this Project, staffing capability; work load; ability to meet schedules on similar projects; and supportive client references.

Minimum Qualifications: All proposers must meet **ALL** of the following minimum qualification at the time the proposal is submitted. **If your firm does not meet ALL of these minimum qualifications, do not submit a proposal:**

- a. Current and valid business license;
- b. Five (5) years' operating a tow service company;
- c. One (1) year experience out of the last three (3) years working under contract/agreement and in good standing with any type of law enforcement agency;
- d. Never been terminated for cause from ANY California FSP contract. If a proposer has been, that proposer shall not be eligible to contract with VCTC for Ventura County FSP.
- e. Comply with the Standard Operating Procedures (SOP) Manual; and
- f. Compliance with Federal, State and local laws governing the operation of a tow service.

Contractors must specifically address each item below in their proposal(s):

- a. A brief profile of the tow company, including the types of services offered; the year founded; type of organization (corporation, etc.); number, size and location of offices; number of employees, number of tow truck drivers and current number of tow trucks.
- b. Provide a map indicating: the location where the FSP tow trucks will operate out of, the proposed Beat, the distance in miles from the office to the Beat, and estimated travel time in minutes from the office to the Beat during congested and uncongested periods.

- c. Provide a general description of the contractor's current financial condition. Identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impact (either positively or negatively) the Project.
 - d. Describe the contractor's experience with similar work in this RFP, and if the key personnel proposed for assignment to this Project also worked on those similar projects.
 - e. Describe past and current experience (if any) in working with VCTC, CHP or Caltrans.
 - f. Include specialized experience and professional competence directly related to this RFP.
- 2. Proposed Staffing and Project Organization.** Establish the method to manage the Project, and identify key personnel assigned and their qualifications. Proposer to address/describe:
- a. Identify key personnel proposed to perform the work in the specified tasks. In the proposal, provide the staff's name, work location, proposed position for this Project, current assignment, availability for this Project, how long employed at contractor, education and relevant professional credentials.
 - b. Provide brief resumes (no more than two pages each) for the proposed key personnel.
 - c. Include a Project organization chart to show staff/team reporting relationships.
 - d. Include a statement that key personnel will be available to the extent proposed, or designated by VCTC, for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of VCTC.
 - e. VCTC reserves the right to review, approve and/or designate the positions and functions deemed to be "key" to the Project and request information concerning key personnel not listed as such by the proposer.
- 3. Project Approach/Work Plan.** Provide a narrative that addresses the SOW and shows an understanding of the Project needs and requirements. Specifically:
- a. Describe the approach and work plan for completing the SOW tasks. Provide sufficient detail to demonstrate the proposer's ability to provide the Project services.
 - b. Detail how the tow operations will be ready in time for launching a new FSP Beat.
 - c. Include how the contractor will recruit, train and retain Drivers.
 - d. Outline sequentially the activities/tasks to be undertaken, who would perform the work and that the tasks and sequence is sufficient to begin the Project on schedule.
 - e. Identify methods that will be used to ensure quality control and that the Project will be implemented on schedule and on budget.
 - f. Identify any special issues or problems that are likely to be encountered during this Project and how proposer will anticipate and resolve those problems.
 - g. Provide a detailed description for purchasing tow trucks and ensuring the trucks are ready by the Beat start date and time.

C. Required Forms. Proposers are required to complete and submit the following forms with their proposal:

1. [Attachment B: Price Forms](#). These forms provide information on filling out the standardized Microsoft Excel pricing forms.
2. [Attachment D: References](#). Each proposer shall have a total of three (3) completed Reference Forms submitted directly to VCTC, from proposer's current or past clients. It is the responsibility of the proposer to ensure timely return of any/all Reference Forms to VCTC, in accordance with the proposal due date and time established within this solicitation. Reference Forms will only be accepted if received directly from proposer's client. **Reference Forms provided directly from the proposer to VCTC will NOT be evaluated.** Reference Forms must include the name, title, address, telephone number, and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed by the proposer.
3. [Attachment E: Certificate of Compliance with Insurance Requirements](#), to demonstrate the proposer has thoroughly reviewed and understands the program's insurance requirements.

4. [Attachment F: Proposal Cover Letter Template](#), which standardizes and simplifies the information that VCTC requires to be contained in the proposal's cover letter.
5. [Attachment G: Contractor Representative Form](#), which gathers the proposer's business and contact information.
6. [Attachment H: FSP Proposal Questionnaire](#), which ensures every proposer has a thorough understanding of the project and the SOW.
7. [Attachment I: Non-Collusion Affidavit](#).

D. Scope of Work and / or Contract Exceptions. VCTC does not anticipate making substantive changes to the standard contract in [Attachment C](#), nor its SOW in [Attachment A](#). Should a proposer desire exceptions or deviations to the attached contract or SOW, those must specifically be identified within the submitted proposal. Contractors that do not identify in their proposal proposed contract or SOW exceptions or deviations, will be deemed to have accepted the SOW in its entirety, as well as any and all of the contractual terms and conditions. In addition, VCTC will not entertain or negotiate exceptions or deviations not presented in the proposal and may reject proposals where identified exceptions or deviations affect terms of conditions that VCTC considers non-negotiable.

III. SELECTION PROCESS AFTER PROPOSAL SUBMITTAL

A. Acceptance of Proposals. VCTC reserves the right to:

1. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal.
2. Withdraw or cancel this RFP at any time without prior notice and VCTC makes no representation that any Contract will be awarded to any contractor responding to this RFP.
3. Reject all Proposals and to re-issue (or not re-issue) a new RFP for the same or similar work.
4. Postpone proposal openings, review, and/or evaluation for its own convenience, or otherwise alter the RFP schedule. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the proposer, and delivered to VCTC at the address identified herein.
5. Award multiple contracts as a result of this RFP and reserves the right to award contracts for similar services outside of this RFP process.
6. Remedy technical errors in the RFP process.
7. Request additional information from proposers and investigate the qualifications of all firms under consideration.
8. Confirm any part of the information furnished by a proposer.
9. Obtain additional evidence of managerial, financial or other capabilities.
10. Approve or disapprove the use of particular subcontractors.
11. Negotiate with any, all, or none of the proposers.
12. Solicit best and final offers from all or some of the proposers.
13. Award a contract to one or more proposers.
14. Accept other than the lowest-priced proposals.
15. Cancel or withdraw this RFP at any time without prior notice and the VCTC makes no representations that any contract will be awarded to any proposer responding to this RFP.
16. Waive informalities and irregularities in proposals or the selection process.

B. Evaluation and Selection Criteria. The primary objective of this RFP is for VCTC to select a qualified contractor to perform the SOW at a fair and reasonable cost. Accordingly, VCTC may not make an award to the proposer with the highest technical ranking, nor award to the proposer with the lowest price that is technically acceptable if doing so would not be in the overall best interest of VCTC. VCTC will create an Evaluation Committee, consisting of staff from VCTC, Caltrans, CHP and VCTC consultant(s). VCTC has established the following criteria for the evaluation and ultimately the selection process:

1. The selection process shall be fair, open, and competitive and based on clearly stated objectives, as identified in this RFP.

2. Selection shall be based on demonstrated competence, professional qualifications, experience, capabilities and overall best value to perform the SOW services and work.
3. Upon review of the proposals, the Evaluation Committee shall select the highest ranked proposers that fall within a competitive range, to participate in the site visit/interview process. The number of proposers so invited shall be at the discretion of VCTC, but shall not be less than two. This site visit/interview is scheduled for **Monday to Friday, January 16 through January 20, 2023, between the hours of 8:00 a.m. to 5:00 p.m.** Proposers who are shortlisted for a site visit/interview will be asked to provide the Evaluation Committee with a tour of proposer's facility and equipment, and to be introduced to the proposer's team. The Evaluation Committee will then ask a series of questions which will be scored. The maximum score for the site visit/interviews is 100 points.
4. Upon completion of the site visit/interview, the Evaluation Committee shall compile their interview/site visit scores. The site visit/interview will be weighted at 60% and the submitted proposal will be weighted at 40%.
5. The contract will be awarded to the proposer who offers the overall best value, whose proposal best conforms to the RFP, and which in the opinion of VCTC, is the most advantageous to VCTC, and with whom a successful negotiation and agreement on cost and price can be concluded.
6. The determination of the competitive range is at the sole discretion of the Evaluation Committee.
7. At the conclusion of the evaluation process, the Evaluation Committee will recommend to the Commission (Awarding Authority) to award a contract on behalf of VCTC. VCTC may or may not engage in negotiations with all proposers who submit proposals; therefore, the proposals should contain the most favorable terms and conditions including pricing.
8. Proposals will be evaluated based on the criteria and weights identified herein.
 - a. **Qualifications, Related Experience and References – 25 Points:** Proposer's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years' experience performing similar work with law enforcement agency(s); demonstrated ability to manage and coordinate the services; delivery of quality products and services; ability to deliver the Project within budget/schedule; and experience working with public agencies.
 - b. **Proposed Staffing and Project Organization – 25 Points:** Technical expertise and professional competence in areas directly related to the SOW; level of experience; possession of required certification/licenses; level of training of assigned key personnel; strength of experience/stability of proposed personnel; breadth and depth of resources; coordination of work and quality control measures; availability of proposed staffing.
 - c. **Work Plan – 25 Points:** Depth of understanding of VCTC's needs and requirements; demonstrated understanding of the SOW and its requirements; proposer's approach and methodology/systems reflecting the ability to provide the requested work; and demonstrated knowledge of the work being requested.
 - d. **Price – 25 Points:** Reasonableness of fee proposed. The price proposal follows the RFP's prescribed format, including breakdown of labor and expenses; is competitive with the marketplace of same or similar services; and proposed level of effort is consistent with the SOW. Earned point values for each proposer's price proposal shall be based upon the estimated project hours for the period of performance, inclusive of options, and each proposed hourly rate. Total points earned for each proposer's price proposal will be factored into their respective evaluation scores in the following manner:

25 Points Maximum		
Ranking	% of Max. Points	Total Points Earned
Lowest Price	100%	25 points

2 nd Lowest Price	80%	20 points
3 rd Lowest Price	60%	15 points
4 th Lowest Price	40%	10 points
5 th Lowest Price	20%	5 points

In the event of a tie between two or more proposer pricing, each of the tied price proposals will be ranked equally and assigned an equivalent number of total points earned based upon the proposers' shared rankings under the terms of the table above.

C. Negotiations and Award. The resulting contract, SOW and price may be negotiated with selected contractor(s); however, VCTC may elect to NOT negotiate with any of the proposers and/or NOT award a contract. Therefore, it is imperative that each proposer submit their best price as part of their proposal. Proposers are advised that any recommendation for contract award is not binding on VCTC until the Commission approves the contract, and the contract is fully executed by all Parties.

D. Basis for Protest. If in the course of a procurement action an interested party has reason to believe that: free and open competition does not exist, or, VCTC solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein. In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

1. Violation of federal, state or local law or regulation;
2. Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published;
3. Changes to evaluation criteria made during the evaluation process;
4. Solicitation advertising violating applicable laws or regulations; and/or
5. Provision of inadequate time to prepare a proposal.

Protests of VCTC procurements filed by interested parties shall be submitted in accordance with Resolution 91-05, A Resolution of the Ventura County Transportation Commission Adopting Contract Protest Procedures, included as Attachment J. Protests must be submitted in writing to the attention of VCTC's FSP Program Analyst, and shall include: protestor's name, company name, address and telephone number; the VCTC RFP title; a statement of the grounds for the protest to be accompanied by all supporting documentation; and the resolution the protestor seeks from VCTC.

E. Debriefing. Proposers who submit a proposal in response to the RFP shall be notified in writing when: the proposer was not selected to receive further consideration in the RFP process; the proposer was selected for the site visit/interview process; and after the RFP Evaluation Committee's recommendation to award has been determined. Proposers who were not awarded a contract and who wish to be debriefed, must request a debriefing within ten (10) calendar days after the meeting where the Commission reviewed and awarded contracts for this RFP. Debriefings will take place only after the Commission awards contract(s).

FREEWAY SERVICE PATROL SCOPE OF WORK (SOW) - Beat 4

After the enactment of Senate Bill (SB) 1199 in 1985, VCTC established itself in 1988 as the Ventura County Service Authority for Freeway Emergencies (VC SAFE). The purpose of the formation of SAFEs in California was to provide call box services and, with excess funds, provide additional motorist aid services. Funding for VC SAFE is derived from a one dollar per vehicle registration fee on vehicles registered in Ventura County. Initially, these funds were used only for the call box program. As additional motorist aid services were developed, SAFE funds are also eligible to provide other motorist aid services within the County, such as Freeway Service Patrol (FSP).

In 1990, Proposition C was passed to fund transportation improvements and to help reduce traffic congestion in California. From this, the FSP program was created by the California Department of Transportation (Caltrans), which developed the corresponding Local Funding Allocation Plan to distribute funds to participating jurisdictions. In 2018, California's Road Repair and Accountability Act (SB 1) was approved which invested additional State revenue into the FSP programs. In addition to funding received from Caltrans, FSP agencies are required to contribute a 25 percent local match. VCTC intends to utilize SAFE revenues to meet Caltrans' match requirement.

VCTC, acting in its capacity as the SAFE, in partnership with Caltrans and the California Highway Patrol (CHP), manage the FSP program. The purpose of the FSP program is to provide a continuously roving tow services patrol along designated freeway segments (referred to as Beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways. Contracts to provide FSP tow service are competitively bid as needed for each Beat. In FY2020/21, VCTC competitively procured contractor services and launched three FSP Beats, 101-1, 101-2 and 118-1. Throughout this document when referring to the CHP Officers that work directly on the Ventura County FSP program, those Officers will be referred to as "FSP CHP".

Throughout this Scope of Work ("SOW"), the successful proposer(s) that VCTC awards and enters into contracts with, are hereinafter referred to as "CONTRACTOR". All SOW requirements, as well as the terms and conditions as outlined in [Attachment C: VCTC Standard Contract](#), shall apply to both CONTRACTOR and to CONTRACTOR's Subcontractor(s) that are hired by CONTRACTOR to complete the services as outlined in this RFP.

1.0 Summary of Scope of Work. CONTRACTOR shall provide Drivers and tow trucks which roam up and down specific highway Beats for the rapid removal of disabled vehicles and those involved in minor accidents. Each Beat shall require two (2) primary FSP-certified tow trucks ("Primary") and one (1) FSP-certified back-up tow truck ("Back Up"). Throughout this document, when referring to a Primary or Back Up Tow Trucks, this reference means that these vehicles have been certified and approved by FSP CHP to provide FSP service under the contract.

The CONTRACTOR's FSP trucks shall be **exclusively dedicated** to providing FSP services during the designated hours of operation. At the end of a shift, the Driver must remove all FSP vests/uniforms that contain FSP markings/logos/patches, and remove all tow truck detachable FSP signage/markings, and at that point the CONTRACTOR may utilize the tow truck and Driver for non-FSP purposes. In addition, all tow truck maintenance activities for the Primary and Back Up Tow Trucks shall be conducted during non-designated FSP service hours. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

To promote a safe work environment and maintain a high level of professionalism, VCTC and FSP CHP have developed a Standard Operating Procedures (**SOP**) **Manual** that the CONTRACTOR and their Drivers must follow. The SOP Manual is updated as needed, and the CONTRACTOR is responsible to adhere to the most current SOP Manual version at all times. Note that VCTC's contract with the

successful proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement. One component of the SOP Manual is to describe in detail the incidents to which a Driver may be dispatched. The types of incidents a Driver will respond to include, but are not limited to: change flat tires, provide a "jump" start, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, refill radiators, and/or where conditions permit, safe removal of small debris from the highway.

CONTRACTOR's FSP-certified tow truck Drivers (Driver or Drivers) **shall assist motorists** involved in minor accidents and with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, Drivers will remove the vehicles from the freeway to provide services pursuant to the SOP Manual. The Drivers shall continuously patrol their assigned Beat, respond to CHP dispatched calls, respond to in person FSP CHP direction for service, and use the CHP-designated turnaround locations and designated drop locations.

The Drivers are to **spend a maximum of ten (10) minutes** per disablement in attempting to mobilize a vehicle. Should a disabled vehicle not be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated CHP-identified drop location. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services (instead of being towed to a drop location). A Driver shall NEVER be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift.

All FSP services shall be provided at **no cost** to the motorist. The Drivers shall not accept gifts, money or gratuities for services provided, or for additional services, to provide a secondary tow, or recommend repair/body businesses (even if the gift/gratuity was not solicited by the CONTRACTOR or Driver).

At times, VCTC and/or Caltrans may have construction projects on the highways that may require Construction FSP (**CFSP**). Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. VCTC and Caltrans will have an agreement in place, under which these types of CFSP services can be provided. Days and hours may vary for each construction project and will typically take place during non-FSP hours. Should a CFSP opportunity arise, VCTC will work first with existing FSP CONTRACTOR(s) providing service on that highway segment (if part of an existing Beat) to amend this work into their contract(s) and issue a change order.

CONTRACTOR shall attend the required FSP Technical Advisory Committee (**TAC**) meeting each month, as directed and initiated by VCTC and/or FSP CHP. The FSP TAC meetings will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who has the ability to make management-level decisions on the behalf of the CONTRACTOR, while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify VCTC and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year and FSP CHP or VCTC will provide the schedule via email.

Throughout this document, when referring to CONTRACTOR violations, fines or penalties, please refer to Attachment C: VCTC Standard Contract's [Exhibit "C"](#) for additional details and processes.

2.0 Contract Representatives. VCTC, Caltrans, and the FSP CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). The FSP CHP is responsible for the day-to-day field supervision of the FSP Program. CHP is also responsible for dispatch services to incident locations within the tow truck's patrol limits or "Beats".

3.0 Service Location. Each FSP Beat has specific turnaround locations and designated drop locations identified by the FSP CHP. VCTC reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example), or adjust Beat hours and/or add or delete holidays

to the work schedule, so as to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (e.g., email). The CONTRACTOR may be requested by FSP CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers are permitted to do this only upon FSP CHP request.

There may be some instances where the Driver may be requested to provide assistance to Field CHP Officers, not associated with the FSP program. When a Field CHP Officer directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public, and is within the Driver's skills and training. Drivers should NOT tell the Field CHP Officer they will NOT perform the task requested, UNLESS the Driver believes they are unable to perform the task safely. Should the task requested be at the end of the shift and to perform the task would require the Driver to conduct FSP services beyond the end of their shift's regular hours, and/or, if the Driver has specific concerns about performing the task, the Driver shall contact FSP CHP. Afterwards, FSP CHP will take the necessary steps to avoid future misunderstandings between the Field CHP Officer and FSP CHP.

4.0 Equipment Requirements.

A. Tow Truck Requirements. Primary Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. During non-service hours, the CONTRACTOR has the option to (A) use the trucks for non-FSP services as part of commercial tow operations or (B) the CONTRACTOR can make the trucks exclusive to FSP, allowing VCTC to wrap the trucks with the VCTC logo and brand blue wave design. If the CONTRACTOR wishes to use the trucks during non-FSP hours, all FSP decals, signage, logos and FSP identifying marks must be removed. The proposer may reflect options (A) and (B) in their price proposal for VCTC to consider. The FSP Program will utilize, at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis, and four (4) ton recovery equipment rating. All tow trucks a proposer intends to use in the FSP Program must be less than one (1) year old with a maximum of 50,000 miles and a clear, non-salvage title on the chassis and working parts of the tow truck. The tow truck must be free of any mechanical defects or physical damage at the onset of the contract. Lastly, the tow truck shall have seating capabilities for five (5) adults. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The FSP CHP, in conjunction with VCTC, will verify the original purchase dates to ensure compliance.

All Primary and Back Up Tow Trucks must also comply with all local, State and Federal laws, and specifically, be Department of Transportation (DOT) AND California Air Resources Board (CARB) compliant. The engine must have been CARB-certified, as required by law in the State of California, and be compliant with DOT and CARB emission standards.

Prior to commencement of service, the FSP CHP will inspect all Primary and Back Up Tow Trucks to ensure that it meets the RFP tow truck specifications and meets or exceeds safety requirements. The inspection will result in FSP CHP "Certified" Primary and Back Up Tow Trucks. These inspections will occur no later than two (2) weeks prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP. A Level 1 inspection will most likely be conducted by a Certified CHP Officer and the normal 234B inspection is conducted by FSP CHP. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the FSP CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the FSP CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have an FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Any FSP Certified Back-Up Tow Trucks for FSP tow operator contracts under another county FSP agency does not qualify as meeting the certified VCTC FSP Back Up Tow Truck requirement.

Truck Appearance. FSP Primary and Back Up Tow Trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (including the hood, fenders, doors, boom and bed area). No trim will be allowed. If an agreement for exclusive use of the FSP Primary Tow Trucks is reached, VCTC may wrap the trucks with a design that conforms to the Freeway Service Patrol Statewide Guidelines. Any trucks wrapped or otherwise bearing an unremovable VCTC logo may not be utilized for non-FSP related business. Pursuant to California Vehicle Code (CVC) section 27907, tow trucks shall have the business name, address and phone number placed in a conspicuous place on both sides of the truck; however, any lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by FSP CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers PRIOR to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Note that the FSP equipment list below is a key element of the SOP Manual. This list is subject to change at any time, and may be different from FSP equipment lists found in other programs. Should a CONTRACTOR elect to add on any of the OPTIONAL equipment, the FSP CHP will test for proficiency for each of the CONTRACTOR's Drivers. In accordance with the SOP Manual, each FSP tow truck shall be equipped with the following:

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)

Prior to the start of each shift, the Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment. An Inspection form, which is in the VCTC provided FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the FSP CHP and/or VCTC. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be stored safely and securely.

Installation of FSP-related equipment. It is VCTC's intent to have Automatic Vehicle Location (AVL) and Global Positioning Systems (GPS) directly installed to the Primary and Back Up Tow Trucks. VCTC reserves the right to, post-contract execution, designate and pay for an installer to install any and all required VCTC-owned equipment. Should this occur, VCTC, along with the installer, must be able to access the required Primary and Back Up Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If VCTC is not able to access the Primary and Back Up Tow Trucks and/or service truck by this deadline, the CONTRACTOR shall be assessed a fine as detailed in Attachment C: VCTC Standard Contract's [Exhibit "C"](#).

If VCTC-provided equipment needs to be replaced due to normal wear and tear, VCTC will provide the CONTRACTOR with replacement equipment at no charge. However, should FSP-related equipment need to be replaced due to negligence by the CONTRACTOR or any of its staff or Drivers, the cost of the equipment and the cost to install/replace the equipment will be deducted from the CONTRACTOR'S invoice/payment (either that current month or the following month). CONTRACTORS, supervisors and Drivers are required to contact VCTC and the FSP CHP immediately when any VCTC FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by VCTC or by a FSP CHP. If a replacement part is not immediately available, then the CONTRACTOR must utilize their FSP Certified Back-Up Tow Truck on the Beat to cover the shift.

With the written permission of VCTC (email is allowed), the CONTRACTOR may install some replacement equipment, as long as the CONTRACTOR installs the equipment per VCTC and VCTC FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding "installation standards", the CONTRACTOR is to contact VCTC or the FSP CHP for further instructions/information. If provided, the authorization by VCTC or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and Ventura FSP installation standards for safety reasons.

Since equipment requirements are subject to change, refer to the SOP Manual for most updated equipment list.

B. FSP Certified Back-Up Tow Truck. The CONTRACTOR shall have one Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by VCTC in writing. The Back-Up Tow Truck should be used when a Primary Tow Truck is unavailable. The Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color and equipment specifications as a Primary Tow Truck. All Primary and Back Up Tow Trucks are subject to inspections during FSP service hours and non-FSP service hours by FSP CHP.

As noted above, Primary Tow Trucks will be exclusively dedicated to VCTC FSP services during the hours of FSP operations. However, Back-Up Tow Trucks are not required to be exclusive to the VCTC FSP Program during FSP service hours and non-FSP service hours. If a Back-Up Tow Truck is needed to replace one of the Primary Tow Trucks while on Beat, the CONTRACTOR shall meet all contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the 45 (forty-five) minute time period (after which point, penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service. The CONTRACTOR shall not be paid for the

time period that the contractually required trucks are not in service. If a Primary or Back Up Tow Truck is removed from service for failure to meet specifications or safety requirements as set forth in Section 4.0.A, fines shall begin immediately. If a Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate.

If a Primary Tow Truck is taken out of service for any reason, a Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes from when FSP CHP is notified that a Tow Truck is leaving the Beat. If a vehicle is not on the Beat within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a Certified Tow Truck is provided. Be aware that NOT having a Back-Up Driver available is NOT an allowable excuse for failing to have a Back-Up Tow Truck on Beat within the 45 (forty-five) minute time period.

In the event that a Back-Up Tow Truck is required to continue a shift, the Driver must notify FSP CHP immediately AND complete a new inspection worksheet and mileage log prior to the commencement of driving the Back Up Tow Truck. The Driver must indicate in the "notes" section of the Tablet Computer that they have switched to a Back-Up Tow Truck.

D. Vehicle Identification. It shall be the Driver's sole responsibility, if the CONTRACTOR elects not to wrap the Primary Tow Trucks, to place detachable/magnetic FSP signs/markings on each vehicle during the service hours and to remove or cover the FSP signs/markings immediately upon completion of each shift. VCTC will supply each CONTRACTOR with the appropriate number of detachable signs/markings for all Primary and Back Up Tow Trucks on every Beat. If a sign/marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement signs/markings. All FSP signs/markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by VCTC, Caltrans or FSP CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

Detachable FSP signs/markings and vehicle numbers shall be required on both sides of all Primary and Back Up Tow Trucks. The VCTC-provided detachable signs/markings (magnetic or other forms of FSP signage) shall be placed on the center of both doors (driver and passenger doors nearest to the engine compartment). The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is required to keep all FSP-related signage/markings completely flat, clean, out of direct sunlight and out of public view when stored and not in use.

E. Communications Equipment. Each Primary and Back Up Tow Truck shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center (dispatch) and FSP CHP. All Tow Truck shall be equipped with a VCTC-paid for, owned and provided handheld tablet computers for data collection (referred throughout this document as "Tablet"). VCTC shall select an equipment installation vendor and pay for installation.

The CONTRACTOR shall be responsible for maintaining the security of all VCTC-owned vehicle communication equipment. Other than normal wear and tear which VCTC will pay for, the CONTRACTOR shall be liable for any damage to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. VCTC will deduct from CONTRACTOR's monthly invoice any repair fees and/or the full replacement cost of any VCTC equipment damaged or altered due to CONTRACTOR's improper use, accidental damage or negligence. Upon contract termination, all VCTC-supplied vehicle equipment shall be returned immediately, pursuant to direction by VCTC, within three (3) business days. The cost of any equipment not returned, or returned but damaged, shall be deducted from the CONTRACTOR's final payment.

At the CONTRACTOR's expense and at their discretion, CONTRACTOR shall pay for, supply and equip each FSP Primary and Back Up Truck with shop radios for the purpose of communicating to CONTRACTOR's office. CONTRACTOR shall also pay for, supply and equip each FSP Primary and Back Up Driver with a cell phone that has the "push to talk" feature (along with in-truck charging) to enable the Driver to communicate directly with his/her base office, with CHP Dispatch, FSP CHP and VCTC. Programmable scanners capable of scanning between the 39 and 48 MHz (used by CHP) shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all Primary and Back Up Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with VCTC and/or FSP CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP devices which are currently Verizon Push to Talk Plus devices in order to facilitate proper communication with the CHP Communications Center and FSP CHP.*** Verizon "push to talk" cell phones and equipment to charge the cell phone while in the Tow Truck, shall be purchased, owned, installed, maintained, and paid for by the CONTRACTOR, along with the in-truck charging equipment and all cell phone operating costs. CONTRACTOR shall provide a cell phone and charging equipment, to each Driver, during FSP service. Primary and Back Up Drivers shall adhere to all local, State and Federal laws when using a mobile device (cell phone and/or tablet) during the course of FSP operations. In addition, Drivers are not permitted to take pictures or video, to download or share any data or images related to the FSP Program, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will NOT be tolerated and a Driver that is found doing so will not be permitted to work in the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by VCTC, the Driver(s) associated with the incident will be removed from the program.

Drivers shall not input data into the Tablet while the vehicle is being operated/driven. All use of other devices (such as cell phones while driving a vehicle) is subject to California State Law.

All Primary and Back Up Tow Trucks shall be equipped with a public address system with capability to audibly transmit instructions from the cab of the Tow Truck to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation with high speed internet and access to email. Email is the primary means by which FSP Management communicates with CONTRACTORS. CONTRACTOR representatives must check email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablets are operational at all times. The exterior protective case of the Tablet shall be cleaned regularly and the screen protector shall be inspected for functionality and serviceability. **Damaged/worn items shall be reported to VCTC within three (3) hours of problem identification.** Tablets shall not be left in any Tow Truck during non-FSP operational hours. During FSP operational hours, Tablets must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility - any other location is not permitted.

The CONTRACTOR shall provide FSP Management and/or their designees, access to Tablets at any time during the course of the contract. If upon inspection VCTC determines that Tablets are not being properly charged, stored or maintained, the CONTRACTOR will be subject to fines as outlined in Attachment C: VCTC's Standard Contract's [Exhibit "C"](#).

The CONTRACTOR shall provide a quarterly inspection report to VCTC indicating the status of all equipment. VCTC will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering. Modifying, interfering with their operations, disconnecting or moving any FSP communication and/or tracking equipment from its original installed location, without FSP Management authorization, is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, disconnecting any connectors.

If modification and/or interference is suspected, FSP Management shall conduct an inspection of the equipment on/near the Beat or VCTC/FSP CHP may direct the CONTRACTOR to send the vehicle to a designated location. CONTRACTOR shall not access the communication and/or AVL/GPS equipment in any way until FSP Management has arranged an inspection. To this end:

1. If any alterations are found with any of the VCTC-provided equipment or communication devices, the CONTRACTOR shall be minimally fined two (2) FSP shifts at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
2. VCTC shall designate the installer and technician to review and repair the systems.
3. In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the communication/AVL/GPS equipment/system. Costs incurred to document the equipment alterations and repair, will be deducted from payment of the CONTRACTORS monthly invoice.

5.0 Drivers. The FSP Drivers are key to the Ventura County FSP program, as their skills, communication, professionalism and courtesy towards the motorists is critical to the program's success. As such, the Ventura County FSP Program takes very seriously Driver recruitment, training and operations. To this end, the CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program. All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

A. FSP Driver Certification Requirements. Pursuant to the SOP Manual, and at the CONTRACTOR's expense, the following are required to be completed before the issuing of a California Tow Truck FSP Driver Certificate DL64. CONTRACTOR shall pay all FSP Primary and Back Up Drivers for attending the training. Any CONTRACTOR who is found to have Drivers and Tow Trucks on FSP patrol and does not meet SOP requirements may be terminated immediately AND prohibited from further FSP service. Any application, processing, certification and/or training costs identified below are estimates. It is the CONTRACTOR's responsibility to research and thoroughly understand all certification and training costs and incorporate those costs into the Price Proposal. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a driver's license and criminal history check. The key requirements include:

1. A completed CHP 234F Form submitted to CHP.
2. Within ten business days after receiving a completed CHP 234F form, CHP will conduct a driver's license check. If the applicant passes, then the applicant shall submit to fingerprinting to complete the preliminary criminal history background check at the CONTRACTOR's expense. The purpose of these investigations is to determine if the applicant meets the criteria for a California Tow Truck Driver Certificate as outlined in California Public Resources Code Section 5164, California Vehicle Code Section 13377 and the applicant's point count is within standards set forth in the SOP and FSP contract. FSP CHP will notify CONTRACTOR at which point the applicant passes the preliminary license and criminal history checks, so the process can continue.
3. CONTRACTOR to pay all processing fees.
4. Successfully pass a CHP-administered Proficiency Test.

5. Complete a National Strategic Highway Research Program 2 (SHRP 2) / National Traffic Incident Management Responder (TIMs) training course and provide a certificate of completion which costs approximately \$50.00 per vehicle operator (fee is for the DL64 Tow Truck Driver Certificate and fingerprinting).
6. Attend and pass a two (2) day, sixteen hour FSP Driver certification class, referred to as Initial Driver Training (IDT). All primary and back up Drivers are required to complete the CHP training program in Los Angeles, which costs approximately \$55.00 per Driver. The training cost will be paid by CONTRACTOR, along with pay for the Driver to attend the training. CONTRACTOR shall factor these costs in the price proposal. Training is conducted on odd months throughout the calendar year. For a training schedule and cost information, contact Sergeant Adam Woods at adwoods@chp.ca.gov.
7. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
8. Each Driver must successfully complete ten (10) shifts of ride-a-longs with an approved FSP Driver trainer. One shift is defined as a Certified Driver's FSP assignment, which can range from three (3) to eight (8) hours in length, per shift. For example, a Driver candidate may ride-a-long on a Certified FSP Driver's morning shift from 5:00 a.m. to 9:00 a.m., then on the same day, participate in another Certified FSP Driver's afternoon shift from 3:00 p.m. to 7:00 p.m. This would be counted as two (2) ride-a-longs. The ride-a-longs may only begin after the FSP driver candidate completes the two-day IDT class. The ride-a-longs must be completed within 60 calendar days, starting with the first day following the successful completion of the IDT class. The goal of the orientation is to provide the FSP Driver candidate with field experience relating to daily FSP service. It is recommended that the orientation be conducted in both a morning, and afternoon shift, and other types of shifts are also encouraged (if the FSP Driver trainer provides service mid-day or weekends). This way the FSP Driver candidate can become familiar with all possible shift patterns. The ride-a-longs must be coordinated with and monitored through FSP CHP.
9. Driver will be issued from CHP, a FSP Driver Identification Card.

In addition, VCTC or FSP CHP may, in its sole discretion based on the background check or for any other reason, require a CONTRACTOR to replace any Driver or reject a potential Driver who is determined not to be a suitable representative of the Ventura County FSP Program to the public.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Should a CONTRACTOR recruit Drivers from other FSP programs, those Driver(s) will be evaluated by the CHP on a case-by-case basis (do not assume those Drivers will be automatically approved for the VCTC FSP program). All Drivers must be capable of demonstrating their tow operating abilities prior to CHP-specific FSP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat, whether to replenish expendable items such as gasoline or fire extinguisher, to take a break, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

During FSP shifts that require a 30-minute meal period break to be provided (pursuant to Labor Code section 512) the CONTRACTOR shall either make arrangements for another certified FSP Driver to provide the contracted FSP coverage during those breaks or not be compensated for each 30-minute meal period break during which FSP service is not provided. In no case shall the CONTRACTOR be entitled to compensation from VCTC for time during which its FSP Driver is taking a 30-minute meal period break, unless the CONTRACTOR has provided another Driver to cover the meal period break.

Every Driver will be trained on the VCTC data collection software to ensure that Tablet use and data entered is complete and accurate. Each Driver shall accurately enter the following into their Tablet:

1. Inspection worksheet to be completed at the tow yard, *prior* to leaving the yard and driving to the Beat.
2. Log of mileage prior to commencement of driving the Tow Truck / on the Beat. This should be completed in a safe location at or near the Beat location, prior to beginning the shift.
3. For each incident, the Driver shall Complete an assist record. Data gathered includes, but is not limited to: exact location, assisted vehicle(s) make/model/license number, type of assistance provided, etc.

After a motorist assist, each Driver must complete in a clear and accurate manner a Liability Release Forms and Damage Release Forms. These forms must be returned to VCTC within five (5) business days after the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Attachment C: VCTC's Standard Contract's [Exhibit "C"](#).

FSP Management maintain strict drug and alcohol policies. CONTRACTORS shall implement an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy, and an employee alcohol/drug-testing program. Any FSP Driver found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the CONTRACTOR and the CONTRACTOR is responsible for providing a certified replacement Driver for that service.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, FSP CHP may direct VCTC to have the CONTRACTOR remove that Driver from the duties under the FSP program. If a conviction results in a permanent disqualifying criminal offense, the Contractor shall remove the Driver from the FSP program.

All Drivers and Back Up Drivers shall attend mandatory CHP refresher training classes/meetings, which are conducted and held during non-FSP hours through the Los Angeles CHP Southern Division. After the initial FSP Driver certification, a minimum of two (2) separate four (4) hour refresher training courses are required each calendar year, which are typically held in April and October of each calendar year. The refresher training is free. For more information contact Sergeant Adam Woods at adwoods@chp.ca.gov. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training and this shall be incorporated into the CONTRACTOR's price proposal/hourly rate.

B. Driver Equipment/Uniforms (Examples of vests and uniforms are provided at the end of this SOW). CONTRACTOR shall provide Drivers with VCTC-specified uniforms, safety vests, black protective toe boots, nameplates, and other equipment, to include navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, Drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. The allowed reflective tape must be on both sleeves. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

VCTC shall provide to CONTRACTOR a supply of small and larger fabric patches with the Ventura County FSP logo, to be sewn onto equipment/clothing as described below. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions and should refer to the current SOP Manual to ensure compliance with the Driver equipment requirements. Equipment shall include:

1. A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall; nameplate must be approved by an FSP

CHP officers. The nameplate shall be worn above the right chest pocket on the vest. CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.

2. CONTRACTORS shall purchase and provide two (2) reflective safety vests ("vests") per Driver that the Driver wears and has a spare vest in the tow truck. Pictures of vest examples is provided at the end of the SOW. All vests shall meet a minimum of Class 3 safety vests requirements and shall be in accordance with California Code of Regulations, Title 8, Section 1598 (which describes the color of the vests and states in hours of darkness the garments shall be retro reflective and visible at a minimum of 1,000 feet). With the VCTC-provided fabric FSP patches, CONTRACTOR is responsible to sew/apply patches securely onto the vests. CONTRACTOR shall apply:
 - a. A small FSP patch on the front of the safety vest over the left front pocket of the uniform;
 - b. A small FSP patch on the left sleeve of the vest; and
 - c. A large FSP patch across the middle portion of the back.
3. All Drivers shall wear black work boots with protective (steel or composite) toe.
4. During cold weather, a navy blue jacket may be worn at the Driver's option, if it meets all the uniform specifications.
5. Rain gear shall be waterproofed material, navy blue or yellow in color.
6. Hats, if worn, shall be baseball type cap, navy blue in color. A FSP patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest.

6.0 Local Office. The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the RFP's [Attachment G: Contractor Representative Form](#), the CONTRACTOR shall designate representative(s) who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be located within close proximity to the CONTRACTOR's Beat(s) so that CONTRACTOR can meet the requirement to provide a Back-Up Tow Truck within 45 minutes.

The CONTRACTOR shall also provide telephone, scanner and email through which he/she, or CONTRACTOR's Representative as identified in the Contractor Representative Form, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Refer to Attachment C: VCTC's Standard Contract's [Exhibit "C"](#) for penalties associated with failure to respond to communications from FSP CHP and/or VCTC.

7.0 Beat Descriptions. Below is a table and a map of the FSP Beat procured in this RFP.

Beat #	Beat Description	Beat Length in Miles	# Primary Trucks in AM & PM	# Back-Up Tow Trucks
4	U.S.-101 from Rice Ave. to California St.	10.1	2	1



All Beats are currently scheduled to operate from 6:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 7:00 pm, Monday through Friday, 52 weeks per year. Beats shall not operate beyond the shift hours, and/or weekend service hours except when previously authorized by FSP Management under “Extra Work”.

During the contract and at VCTC’s sole discretion, VCTC may change Beat operating times, days of scheduled service and operational requirements (Beat length, drop off locations, etc.).

8.0 Extra Work. VCTC may assign additional work (“Extra Work”) for “emergency coverage” on any of the FSP Beats. “Emergency coverage” is defined as a situation where a CONTRACTOR’s Primary Driver and/or Back Up Driver are directed by FSP Management to provide FSP service on another non-contracted beat. This may be due to that Beat’s Primary and/or Backup Tow Truck being unavailable, or a Driver assigned to that Beat is unavailable, or, another emergency situation that requires additional FSP tow trucks on an existing Beat. Should this occur, VCTC may direct current CONTRACTOR(s) to deploy existing or backup truck(s) and Driver(s) to a Beat. VCTC shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat, on a monthly basis. For CONTRACTOR(s) that are unable to provide a truck or a Driver on a regularly schedule Beat, the final penalty determination shall be made by FSP Management.

The CONTRACTOR shall hold to all required standards about truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover a primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

Written notice from VCTC shall be required for commencement and termination of “Extra Work”.

9.0 FSP Annual Contract Hours and Holidays. The resulting Contract term will be for a three (3) year term, where FSP service is provided from **Monday July 3, 2023** through **Friday July 3, 2026**. The total annual FSP hours for the a.m. and p.m. shifts, are on average **1,783 hours** for each Tow Truck/Driver,

for each Beat, 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. Analysis of historical traffic data indicates that traffic congestion increases on the Beat segments during some holiday afternoon periods. 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)	2023	2024	2025	2026	Comments
Mon-Fri Annual Hours	910	1,834	1,827	924	# of M-F days X 7 FSP hours @ day
New Year's Day (varies)		-7	-7	-7	
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)	-3	-3	-3		Falls on Sat in 2026, so NO a.m. FSP in 2026
Labor Day (Mon)	-7	-7	-7		No FSP
Veterans Day (varies)	0	-3	-3		Falls on Sat in 2023, so NO a.m. FSP in 2023
Thanksgiving (Thurs)	-7	-7	-7		No FSP
Day after (Friday)	-7	-7	-7		No FSP
Christmas (varies)	-3	-3	-3		Falls on Sat in 2021; Sun in 2022
Hours for @ Truck @ year	883	1784	1,777	904	Total Contract Hrs. @ Truck: 5,348

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. FSP service hours can be altered for other unforeseen purposes as well.

10.0 CONTRACTOR Responsibilities.

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

B. Damage Complaints. Upon receiving a damage complaint from a motorist assisted by CONTRACTOR, where the motorist claims the CONTRACTOR damaged the motorist's vehicle while CONTRACTOR provided assistance, the CONTRACTOR shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The CONTRACTOR shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification. If necessary, the CONTRACTOR shall send either his or her authorized representative or his or her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the CONTRACTOR, the CONTRACTOR shall negotiate in good faith to 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.

C. Complaint Review Committee. The FSP Technical Advisory Committee (FSP TAC) is composed of voting members from VCTC, CHP 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.

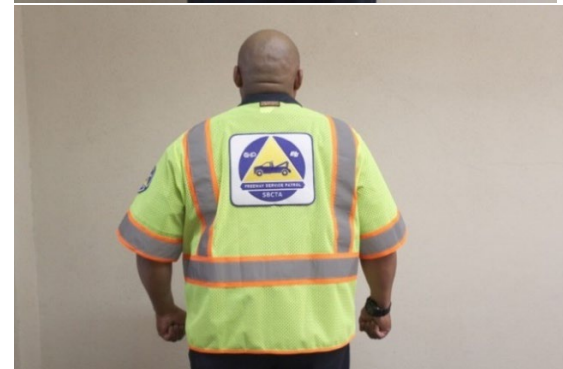
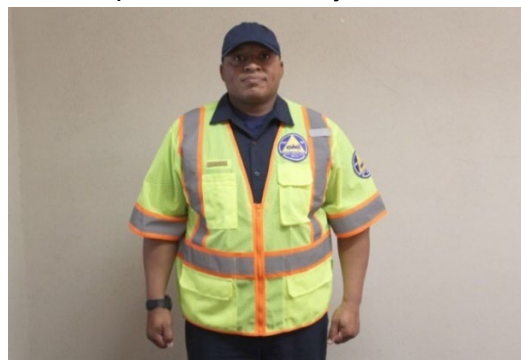
D. Trend Meetings. CONTRACTOR shall attend, or send CONTRACTOR's Representative to all trend meetings (i.e. required FSP TAC meetings which will initially meet monthly at a date, time and location to be determined by FSP Management). These trend meetings will encompass discussions concerning, but not limited to: scope, services, schedule, current progress of services, relevant cost issues, and future objectives. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify FSP Management prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. FSP Management will notify CONTRACTOR of such meetings at least seven (7) calendar days prior to the meeting date.

E. Monthly Progress Reports. As part of its monthly invoice to VCTC, CONTRACTOR shall submit a Monthly Progress Report, in a form determined by VCTC, which will cover the invoice period and include spreadsheets showing hours expended for each day of the month per vehicle per Beat, and the total for the term of the contract. Submission of such Monthly Progress Report and supporting spreadsheets by CONTRACTOR shall be a condition precedent to receipt of payment from VCTC for each monthly invoice submitted.

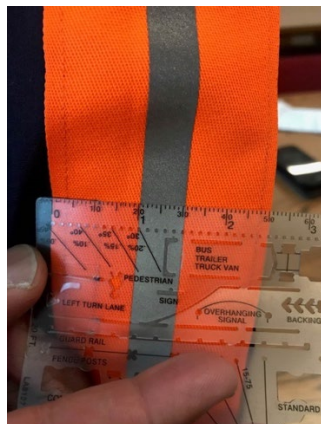
11.0 Remedies and Liquidated Damages. When a CONTRACTOR does not meet contract standards and requirements, VCTC has contractual remedies to deal with these situations, short of suspension or termination. CONTRACTOR's failure to meet contractual standards and requirements constitute a default under the contract and is subject to the various remedies provided in the contract, up to and including termination of the contract. It is clear that any default that is related to service or CONTRACTOR's readiness for service will either degrade service or lead to the degradation of service. The failure to meet contractual standards and requirements, therefore, causes damages to the FSP program, to FSP Management team and to the public being served by the FSP program. Because FSP provides a valuable public service to keep traffic and commerce flowing on the regional freeways, the damages arising from CONTRACTOR's failure to meet the contractual standards and requirements are impractical or extremely difficult to ascertain on an individual basis. The contract has therefore established a series of remedies to attempt to deal with a range of defaults. The most egregious default will result in suspension or termination. Lesser defaults will result in the assessment of liquidated damages. These lesser remedies have been described in the SOP as fines, violations or penalties and are also contained in Attachment C: VCTC Standard Contract's [Exhibit "C"](#). This is not a correct characterization of the intent of the remedies. The remedies arise because the CONTRACTOR is in default and the FSP and the public it serves is damaged by that default. The remedies are to compensate FSP for its damages and to encourage compliance with performance requirements of the contract.

Vest Examples

These photos serve as an example only and have been provided courtesy of San Bernardino FSP.



Stripe Examples



Attachment B

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

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE: _____

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: _____

CONTACT: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____@_____

SIGNATURE: _____

Price Form Instructions

Potential CONTRACTORS are to complete **ALL** required rate sheet pricing spreadsheets and forms for the Beat that is the subject of this RFP. There are two type of hourly rates for the Beat that must be calculated and proposed:

1. An hourly rate to be applied towards regular FSP, and
2. An hourly rate specific to construction FSP (CFSP) and Extra Work activities.

A Microsoft Excel spreadsheet has been provided as part of this RFP package, that proposers must use when calculating hourly rates. When final, save the sheet to an Adobe Acrobat PDF format to incorporate into the proposal. The Microsoft Excel spreadsheet can be found on the VCTC at <https://www.goventura.org/work-with-vctc/contracts/>. When the components of the hourly rates are totaled, the spreadsheet will calculate the total contract not to exceed amount based on the regular FSP hourly rate multiplied by the Beat's annual service hours. The hourly rate specific to CFSP/Extra Work, will not be calculated in the proposed contract not to exceed amount.

The Evaluation Committee reserves the right to review documents submitted and contact the vendors to verify the validity of amounts submitted.

**STANDARD CONTRACT FOR
VENTURA COUNTY FREEWAY SERVICE PATROL BEAT #X
BY AND BETWEEN THE
VENTURA COUNTY TRANSPORTATION COMMISSION ACTING AS THE
VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
AND
[CONTRACTOR]**

1. PARTIES AND DATE.

- 1.1 This Agreement is made and entered into as of [DATE] day of [MONTH], 2023, by and between the VENTURA COUNTY TRANSPORTATION COMMISSION acting as the VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("COMMISSION" or "VC SAFE") and [NAME OF FIRM], a [CONTRACTOR LEGAL STATUS] (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.

- 3.2 **Equipment Requirements.** CONTRACTOR shall comply with all equipment requirements outlined in Exhibit "B" and as outlined in the current SOP Manual.
- 3.3 **Commencement of Services.** The CONTRACTOR shall commence work upon receipt of a written Notice to Proceed from VC SAFE.
- 3.4 **Term.** The term of this Contract shall be for a period of three (3) years, from **Monday July 3, 2023** through **Friday July 3, 2026**, unless earlier terminated as provided herein. After the initial Contract three-year 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.
- 3.5 **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.
- 3.6 **CONTRACTOR'S Representative.** CONTRACTOR hereby designates [INSERT NAME, TITLE], to act as its representative for the performance of this Contract ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to act on behalf of CONTRACTOR for all purposes under this Contract. The CONTRACTOR's Representative shall supervise and direct the Services, using his/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.
- 3.7 **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: [LIST NAMES AND TITLES].
- 3.7.1. **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".

- 3.8 Review of Work and Deliverables.** All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Contract may be required to be submitted to 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, CONTRACTOR shall be solely responsible for all damages and costs arising therefrom. CONTRACTOR shall to the fullest extent allowed by law, 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 by VC SAFE to procure the Services from another CONTRACTOR and/or 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 cumulative and not exclusive and are in addition to any other rights and remedies provided by law or equity 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. For Services satisfactorily performed hereunder, VC SAFE shall pay the CONTRACTOR on a fixed unit rate basis a ceiling price NOT TO EXCEED [DOLLARS AND NO CENT] (\$.00).

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 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	\$ xx.xx	\$ xx.xx	\$ xx.xx	\$ xx.xx	\$ xx.xx
CFSP/Extra Work Rate	\$ xx.xx	\$ xx.xx	\$ xx.xx	\$ xx.xx	\$ xx.xx

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.** 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, fines shall be deducted from the CONTRACTOR's monthly invoice at five (5) times the hourly rate, plus the loss of revenue for the down time. Fines may also be imposed as 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.

3.18 Delay in Performance.

- 3.18.1 Excusable Delays.** Neither Party shall be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by an Excusable Delay. Should CONTRACTOR be delayed or prevented from the timely performance of any act or Services required by the terms of the Contract by an Excusable Delay, CONTRACTOR's schedule for completion of tasks affected by such delay may be extended as set forth in Section 3.18.2. But in every case, CONTRACTOR's failure to perform must be reasonably beyond the control, and without the fault or negligence of the CONTRACTOR. Excusable Delays are acts of God or of the public enemy, acts or omissions of 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 written agreement of the Parties. Upon such agreement, CONTRACTOR's Schedule of Services (as defined in their Proposal) shall be extended in writing 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. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing Services under this CONTRACT is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an

employee of COMMISSION, CONTRACTOR shall indemnify, defend, and hold harmless COMMISSION for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COMMISSION. The provisions of this section shall survive expiration, termination, or suspension of this CONTRACT.

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.

3.20 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.

3.21 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.

3.22 Indemnification. To the fullest extent allowed by law, CONTRACTOR shall indemnify, defend, 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. This section shall survive termination or expiration of this CONTRACT.

3.23 Insurance.

3.23.1. 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.

3.23.2. 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. **Garage Keepers Legal Liability.** CONTRACTOR shall provide coverage for the vehicles in their custody. Either a policy, listing all storage lots as terminal locations, or garage keepers legal liability shall be required. The minimum amount of coverage shall be no less than two hundred fifty thousand dollars **(\$250,000)**.
 - 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.
- 323.5. **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.

3236. General Provisions

- A. **Higher Limits.** The limits of liability for the insurance required shall provide coverage for not less than the preceding 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.

3.24 Prohibited Interests.

3.24.1 Solicitation. CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, 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, as of the date of execution of this Contract, where this employment is caused by, and or dependent upon, the CONTRACTOR securing this or related Contracts with VC SAFE, is prohibited.

3.25 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, denial of pregnancy disability leave, genetic information, gender, gender identity, gender expression, sexual orientation, military or veteran status. 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.

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

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

3.28 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.

- 3.29 **Time of Essence.** Time is of the essence for each and every provision of this Contract.
- 3.30 **Headings.** Article and section headings, paragraph captions, or marginal headings contained in this Contract are for convenience only and shall have no effect in the construction or interpretation of any provision herein.
- 3.31 **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		Ventura County SAFE
Representative's Title		FSP Program Analyst
Address		751 E. Daily Drive, Suite 420
City, State & Zip		Camarillo, CA 93010
Attention		Andrew Kent
Representative's Email		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.

- 3.32 **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.
- 3.33 **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.
- 3.34 **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.
- 3.35 **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.
- 3.36 **No Waiver.** Failure of CONTRACTOR to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.
- 3.37 **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.

- 3.38 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.
- 3.39 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.
- 3.40 Counterparts.** This Agreement may be signed in one or more counterparts, any one of which shall be effective as an original document.
- 3.41 Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.
- 3.42 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.
- 3.43 Attorneys' Fees and Costs.** If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under Section 3.21, Indemnification.
- 3.44 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.
- 3.45 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 CONTRACTOR to perform or failure of CONTRACTOR 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 CONTRACTOR.

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**

By: _____
Brian MacDonald, Chairman

APPROVED AS TO FORM:

By: _____
Steven T. Mattas, General Counsel

By: _____
[INSERT NAME & TITLE]

Attest:

[CONTRACTOR's LEGAL NAME]

By: _____
[INSERT NAME & TITLE]

Upon Execution, Attached to the Contract will be the following Exhibits:

Exhibit "A": Beat description, map, hours and days of operations, excluding holidays.

Exhibit "B": CONTRACTOR's final proposal and price proposal submitted in response to VC SAFE's FSP Request for Proposal (RFP).

Exhibit "C" Summary of FSP Fines and Violations

**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 July 3, 2023.	\$1,000 fine per day beyond July 3, 2023
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 required paperwork in on time (surveys, inspection sheets, etc.), incomplete or unsubmitted/unsigned paperwork, damage to	The fine amount shall not exceed \$50.00 for each occurrence or violation, plus replacement costs (if applicable).

Description of Violation	Penalty
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: _____

REFERENCE FORM

{This is a sample cover letter for proposers to fill in and provide to Clients for a reference.}

PROPOSERS' COMPANY LETTERHEAD

DATE

CLIENT's NAME

CONTACT NAME

CONTACT TITLE

ADDRESS

TELEPHONE

EMAIL

SUBJECT: Request a Reference for Ventura County Freeway Service Patrol

Dear *{INSERT CLIENT'S NAME}*:

We are currently responding to the Ventura County Transportation Commission's (VCTC) Freeway Service Patrol (FSP) Request for Proposal (RFP). The purpose of the FSP RFP is to provide tow services to motorists during peak congested period, along certain portions of Ventura County freeways, so as to alleviate congestion and improve air quality.

As part of the RFP evaluation process, VCTC requests that proposer's customers and clients provide reference information (using the attached questionnaire) and return it directly to VCTC.

We have identified you as one of our customers. We respectfully request that you complete and sign the attached reference questionnaire. Please email the completed questionnaire/form to VCTC, attention Andrew Kent at fsp@goventura.org.

Questionnaires are due to VCTC **no later than Friday, January 6, 2023, by 4:00 p.m.**; however, we would appreciate an earlier response if possible.

Should you have any questions about this request, please feel free to contact me at your convenience. We sincerely appreciate your cooperation in this matter.

Sincerely,

PROPOSER'S NAME

TITLE

PHONE

EMAIL

VCTC Freeway Service Patrol (FSP) Client Reference Form

Name of FSP Proposer: _____

Name of Client Seeking a Reference From: _____

The following is to be completed by the Reference Client/Firm

Client/Agency Owner:		Contact Name:	
Address:		Contact Title:	
Phone:		Email:	
Project Title:		Contract Value	\$
Contract Start Date:		Contract End Date:	
Describe the role the Proposer's key person(s) served on the project:			
Describe the type of services that the Proposer provided for your project:			

**Please rate each question with a: 3 / Excellent 2 / Good 1 / Satisfactory or 0 / Poor.
If a question is not applicable, write N/A and provide an explanation in the Comments.**

Question	Scale and Rating Description/Definition	Rating
1. How do you rate the Proposer's/key personnel's overall performance and technical competence in providing similar work? If the rating is Poor, please provide an explanation here:	3 / Excellent Took initiative, consistently demonstrated knowledge of the management consulting services on the "Project", consistently anticipated and solved issues.	
	2 / Good Demonstrated knowledge of Project, solved unexpected issues promptly, few mistakes.	
	1 / Satisfactory Demonstrated knowledge of the Project, occasional unanticipated issues arose, some mistakes.	
	0 / Poor Knowledge of the Project was lacking, issues remained unresolved, frequent mistakes.	
2. What was the quality of the advice provided by the Proposer's key person? If the rating is Poor, please provide an explanation here:	3 / Excellent Consistently provided thorough and practical advice, anticipated issues we did not point out. (3)	
	2 / Good Rarely had to redirect the firm/key person and advice provided was valuable and responsive. (2)	
	1 / Satisfactory Usually provided helpful information and advice.	
	0 / Poor Repeatedly had to be redirected and prompted to provide an adequate response.	
3. How was the Proposer's/key person's independence projected and communicated with the Agency? If the rating is Poor, please provide an explanation here:	1 / Excellent Discussed methodology/proposed changes of Agency and provided adequate research results to support their position and stood firm on their decision. Always answered/returned calls and correspondence or provided updates promptly.	
	2 / Good Discussed methodology/proposed changes of Agency and provided adequate research results to support their position, but did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates promptly and most of the time.	
	1 / Satisfactory Discussed methodology/proposed changes of Agency, but did not provide adequate research results to support their position and did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates, but not always promptly.	
	0 / Poor Discussed methodology/proposed changes of Agency but did not research or provide support even if they did not agree with changes/methodology; did not stand firm on their decision/frequently sided with Agency. Did not answer/return calls or correspondence or	

Question	Scale and Rating Description/Definition	Rating
	provide updates.	
4. How do you rate the Proposer's/individual's knowledge with proposed work? If the rating is Poor, please provide an explanation here:	3 / Excellent Exceeded most expectations (knowledge of project requirements always apparent.).	
	2 / Good Exceeded some expectations (knowledge of project requirements frequently apparent.).	
	1 / Satisfactory Met expectations (knowledge of project requirement at times, but further research required).	
	0 / Poor Failed to meet expectations (knowledge of project requirements lacking).	
5. How do you rate the Proposer's/key person's experience? If the rating is Poor, please provide an explanation here:	3 / Excellent Exceeded most expectations (always negotiated, resolved and processed change orders in a timely manner).	
	2 / Good Exceeded some expectations (always negotiated, resolved and processed change orders and most of the time).	
	1 / Satisfactory Met expectations (negotiated, resolved and processed change orders, but not always promptly).	
	0 / Poor Failed to meet expectations (negotiated, resolved and processed change orders, but consistently late).	
6. Were the required services completed on time and to your satisfaction? If the rating is Poor, please provide an explanation here:	3 / Excellent Always on time or ahead of schedule.	
	2 / Good On time.	
	1 / Satisfactory Occasionally late.	
	0 / Poor Consistently late.	
7. Did the Proposer/key person's stay within budget? If the rating is Poor, please provide an explanation here:	3 / Excellent Always within budget.	
	2 / Good Most often within budget.	
	1 / Satisfactory Somewhat within budget.	
	0 / Poor Consistently over budget.	
8. How do you rate the Proposer's/ key person's task management and scheduling abilities? If the rating is Poor, please provide an explanation here:	3 / Excellent Exceeded most expectations.	
	2 / Good Exceeded some expectations.	
	1 / Satisfactory Met expectations.	
	0 / Poor Failed to meet expectations.	

Additional Comments (Use additional sheets as necessary):

Client/Reference Firm Contact Signature:

Date:

Provide to: Ventura County Transportation Commission (VCTC)

Via Email: fsp@goventura.org

Via Mail: 751 E. Daily Drive, Suite 420, Camarillo, CA 93010

Questions? Contact VCTC, Andrew Kent (805) 642-1591 ext. 102

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:

Company Name

Print Name of Authorized Official

Signature of Authorized Official

Date Signed

Address: _____

Phone: _____ Email: _____

Broker Information:

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____ Email: _____

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

Proposer Name: _____

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

To: Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

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 contract execution. 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)_____ (Title)_____ (Phone)_____

(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

Proposer's Business Address

Type/Print Name

Telephone/Fax Numbers

Title

Email Address

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

COMPANY NAME: _____

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

FEDERAL TAX ID NUMBER: _____

ADDRESS: _____

BUSINESS LICENSE NUMBER: _____

LICENSE CLASSIFICATION: _____

NAME OF AUTHORIZED SIGNATURE FOR CONTRACT: _____

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: _____ **TITLE:** _____

TELEPHONE #: _____ **FAX #:** _____

EMAIL: _____

NAME #2: _____ **TITLE:** _____

TELEPHONE #: _____ **FAX #:** _____

EMAIL: _____

NAME #3: _____ **TITLE:** _____

TELEPHONE #: _____ **FAX #:** _____

EMAIL: _____

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

PROPOSER'S NAME: _____

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of 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: _____

Years in Towing Business: _____

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

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

Law Enforcement Division	Months/Year	CHP Contact	CHP Contact Phone
<i>Example: LA CHP FSP</i>	<i>5/17 to present</i>	<i>Officer Tom Jones</i>	<i>213-XXX-YYYY</i>

2. What are the FSP operating/service hours? _____

3. Describe activities prohibited by FSP Contractors:

4. Describe FSP Contractor duties on a daily basis:

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

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

A. _____

B. _____

C. _____

7. Describe the clothing and accessories an FSP tow truck Driver wears:

8. Describe the equipment found on an FSP tow truck. (Attach a separate to this form).

9. What are the FSP Insurance Requirements You Must Meet?

10. How many trucks (including back-up trucks) and trained FSP tow truck Drivers must you have for this Beat? ____

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.

12. If appropriate, attach additional information/explanations to this form.

Name: _____
Signature of Firm Owner/Authorized Representative

Date: _____

Name of Person(s) Completing Form: _____

NON-COLLUSION AFFIDAVIT

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

{Insert Authorized Signator's first & last name}, being first duly sworn, deposes and says that he or she is { Title } of { Insert Company Name }, 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: _____

NAME OF AUTHORIZED SIGNATOR: _____

TITLE OF AUTHORIZED SIGNATOR: _____

SIGNATURE: _____

PROTEST PROCEDURES

**RESOLUTION 91-05
A RESOLUTION OF THE VENTURA COUNTY
TRANSPORTATION COMMISSION ADOPTING
CONTRACT PROTEST PROCEDURES**

SECTION I.

THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY DETERMINE AND FIND AS FOLLOWS:

A. The Ventura County Transportation Commission (hereinafter, "VCTC") does from time to time solicit bids from contractors for work and/or proposals for professional services; and

B. There is a potential that an Interested Party (as defined in Section II.A, below), may at some time wish to protest the determinations hereinafter set forth as protestable; and

C. It is in the interest of the health, safety and general welfare of the residents of Ventura County and potential Interested Parties that the Commission establish procedures for protests to contracts awarded by, and bids or proposals on contracts received by VCTC, as hereinafter set forth:

SECTION II.

NOW, THEREFORE, THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

A. GENERAL.

1. This policy specifies procedures for Interested Parties (as hereinafter defined) protesting the following staff actions:

(a) A written notice, by, or on behalf of, the Executive Director denying a bidder's or proposer's request for a change in contract requirement; and

(b) A written recommendation to Ventura County Transportation Commission ("VCTC") or a decision made by, or on behalf of, the Executive Director to disqualify a proposer, bidder or subcontractor; and

(c) A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.

2. This policy does not govern any VCTC staff decision not listed in this Section II.A.

3. When a protest has been properly filed, pursuant to the procedures hereinafter set forth, prior to contract award, the VCTC shall not award the contract prior to deciding the protest. When a protest has been properly filed before the opening

of bids, bids shall not be opened prior to the VCTC decision on the protest. When a protest has been filed properly after the contract is awarded, the contract shall not be executed until the protest is resolved by the VCTC.

4. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:

(a) The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

B. FILING A PROTEST

1. Protests maybe filed only by "Interested Parties". "Interested Parties" are defined as (a) bidders who have responded, and prospective bidders who may respond, to a request for bids, (b) prospective professional services contractors who may respond, and professional service contractors who have responded, to a request for proposals on a VCTC contract and/or a generally funded contract, and (c) subcontractors or suppliers at any tier who have a substantial economic interest in an award, a provision of the specifications, or a bid or proposal submitted to VCTC by a prime contractor, or in the interpretation of the provisions of such documents.

2. Protests to a contract requirement must be filed at least ten (10) working days prior to bid opening or the deadline for receiving proposals. Protests to VCTC staff actions must be filed within five (5) working days of receipt by the bidder or proposer from the Executive Director, or a person authorized to act on behalf of the Executive Director, or written notice of the VCTC staff action.

3. Protests shall be addressed to Ventura County Transportation Commission, 950 County Square Drive, Suite 207, Ventura, California, 93003, or such other address as may appear on the request for proposal for bid solicitation.

4. Protests shall be in writing and contain a statement of the ground(s) for protest. At least ten (10) copies of the protest shall be submitted by the protestor in the time and manner specified in this section.

5. The Executive Director, or an authorized person acting on behalf of the Executive Director, shall provide notice, by telephone, telephone facsimile (FAX) or by letter, to all bidders and/or persons who have submitted proposals on the contract which is subject to the protest known to VCTC. Such notice shall state that a protest has been filed with VCTC and identify the name of the protestor. The notice shall be given not more than five (5) working days after receipt of a properly filed protest. The notice shall state that bidders will receive further information relative to the protest only by submitting a written request for further information to the Executive Director.

C. VCTC PRELIMINARY RESPONSE TO A PROTEST: MEETING WITH STAFF TO ATTEMPT EARLY RESOLUTION OF THE PROTEST

1. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director, or a person authorized to act on his or her behalf, shall

prepare and distribute to the protestor and to all persons specified in Section B.5, above:

(a) A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested VCTC staff action is justified; and

(b) The time, date and place of the meeting described in Section C.2, below.

2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest within thirty (30) days of the response required by section C.1(a) above.

3. After the meeting required by Section C.2, above the protestor shall within five (5) working days give the Executive Director written notice that either the protest is withdrawn or, alternately, that the protestor requests further consideration of the protest. In the event that the protestor fails to file the notice required by this Section C.3 at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

D. FURTHER INVESTIGATION

1. If a protest is not withdrawn pursuant to Section C.3, above, the Executive Director shall, within thirty (30) days of receipt of the notice from the protestor described in Section C.3, above, further investigate the protest with the assistance of the VCTC staff.

2. The Executive Director may contract for third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with the protestor and other interested parties the sharing of the cost of such consulting services.

3. As part of the investigation, the Executive Director shall establish a reasonable time within which VCTC, the protestor, and other interested parties shall exchange all documents and arguments relevant to the protest; provided, however, that such time shall not exceed thirty (30) days without the concurrence of the protestor and the Executive Director.

E. INTENDED DECISION: COMMENTS BY PROTESTOR AND OTHER PARTIES

1. Following investigation, the Executive Director shall, within thirty (30) days, prepare and distribute to the protestor and all persons specified in Section B.5:

(a) An intended decision recommending actions which the Executive Director believes the VCTC should take to resolve the protest and specifying the reasons for the recommended action of the VCTC.

(b) A statement of the date within which the protestor and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest;

(c) Given written notice to all Interested Parties of the time, date and place of the VCTC meeting at which the protest will be considered.

2. The following materials shall be included in the agenda package sent to VCTC members prior to the VCTC meeting and shall be available to any person at the VCTC office at least five (5) working days before the hearing:

(a) The intended decision described in Section E.1(a), above.

(b) All written comments received within the submittal period described in Section E.1(b), above.

(c) If the Executive Director has revised his/her intended decision since its distribution pursuant to Section E.2(a), above, a written description of the new intended decision and the reasons for revision.

F. VCTC CONSIDERATION

1. At the hearing, VCTC staff and any person may present evidence relating to the protest. At the beginning of the hearing, the Chair of the VCTC may announce time limits on testimony and other

procedural rules which, in the opinion of the Chair, are reasonable necessary to preclude repetitious or irrelevant testimony and afford all persons wishing to testify the opportunity to be heard.

2. In rendering its decision on the protest:

(a) VCTC may adopted or amend the intended decision and findings of fact prepared by the Executive Director and Staff; or

(b) Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or

(c) Elect to defer its decision and direct VCTC staff

(d) To Further investigate the protest; or

(e) Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact, to be returned to VCTC for decision which shall be made pursuant to the procedures outlined in this Section.