



FREEWAY SERVICE PATROL REQUEST FOR PROPOSAL

December 6, 2011



SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
FREEWAY SERVICE PATROL
REQUEST FOR PROPOSAL
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1.0 INTRODUCTION

This Request for Proposal (RFP) has been issued by the Santa Barbara County Association of Governments in its role as the Service Authority for Freeway Emergencies (SBCAG SAFE) in Santa Barbara County.

SBCAG SAFE currently operates a Freeway Service Patrol (FSP) on U.S. 101 between the Ventura County line and the Patterson Avenue interchange in the City of Goleta. The FSP is a publicly funded service comprised of a fleet of tow and pickup trucks which patrol the highway during morning and afternoon commute hours. The purpose of the FSP program is to help reduce traffic congestion on US Highway 101 by providing rapid removal of disabled vehicles, debris and vehicles involved in minor accidents from the freeway during designated service hours. The FSP program is administered by SBCAG SAFE in partnership with the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP).

The SBCAG SAFE requires new towing services during the construction of the U.S. 101 High Occupancy Vehicle (HOV) Lane Widening Project from Mussel Shoals in Ventura County to Carpinteria Creek in the City of Carpinteria, Santa Barbara County; a distance of approximately 6 miles. Construction is anticipated to begin in the spring of 2012 and take three and a half years to complete. One new HOV ("carpool") lane will be added for northbound traffic, and one for southbound traffic. SBCAG SAFE has signed an agreement with Caltrans, the construction lead agency, to administer the FSP during the three and a half year term of construction. Day to day monitoring and coordination of the new FSP services will be the responsibility of the CHP. It is anticipated that the freeway segment or "beat" for this new service will extend from the Casitas Pass Road exit in Carpinteria to the Seacliff exit in Ventura County. This new beat will, at times, overlap with the existing FSP service between Casitas Pass Road and South Padaro Lane. SBCAG reserves the right to adjust beat locations as needed to best serve the construction area.

This RFP is soliciting proposals from towing operators interested in providing this new service for three and a half years commencing around June 1, 2012 and terminating around November 30, 2015.

If awarded a contract to provide towing services, the Contractor shall have 120 days after the notice to proceed in which to acquire the required equipment, have it inspected, hire and train drivers and be operable. Any company that cannot meet the 120-day operational requirement shall not be awarded the contract.

2.0 SCOPE OF SERVICES

2.1 Description of Service

The purpose of the service is to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway in a construction work zone. Where conditions permit, safe removal of small debris will be required. Contractor vehicles shall be exclusively dedicated to the service during the hours of operation. All vehicle maintenance activities shall be conducted during non-service hours.

When and where conditions warrant, service may be performed on disabled vehicles on the freeway shoulders. Where conditions do not warrant, vehicle operators will remove vehicles from the freeway and bring them to a designated drop location off the highway.

Freeway Service Patrol vehicle operators may be required to change flat tires, provide one gallon of gasoline or diesel fuel, and temporarily tape cooling system hoses. Vehicle operators may spend a maximum of 10 minutes per disablement in attempting to mobilize a vehicle.

If a vehicle cannot be mobilized within the ten-minute time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP vehicle operator to call the CHP Communications center to request a CHP rotational tow or other services. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during the Freeway Service Patrol shift unless called as a rotation tow by CHP.

The vehicle operators shall continuously patrol their assigned beat, during designated hours respond to CHP dispatched calls for service, use the designated turnaround locations and use the CHP designated drop locations.

There may be some instances where FSP vehicle operators may be requested to provide assistance to CHP officers. Freeway Service Patrol vehicle operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the Freeway Service Patrol program.

The vehicle operators will be required to fill out a motorist assist form documenting every motorist they assist, every accident they assist the CHP with, and every debris removal incident so that SBCAG SAFE can monitor and manage the program and use the data to explain the effectiveness of the program to the public and elected officials. These forms will be provided by SBCAG SAFE to the Contractor. Vehicle operators will also provide every assisted motorist with a survey form that the motorist will be able to take with them and fill out and return to SBCAG SAFE documenting the performance of the vehicle operator on the service assist. These forms will also be provided by SBCAG SAFE to the Contractor.

All Freeway Service Patrol services will be provided at no cost to the motorist. FSP vehicle operators will not be allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. To promote a safe work environment and to maintain a level of professionalism, the CHP has developed a set of Standard Operating Procedures for the FSP program that must be followed by the tow company and their vehicle operators. Drivers found not to be complying with FSP procedures may be suspended or terminated from the FSP program and the company may be fined three (3) times the hourly contract rate in one (1) minute increments until a replacement vehicle is provided, or fined for the entire shift at three (3) times the hourly rate at the discretion of the FSP Program Manager.

The SBCAG SAFE reserves the right to modify any beat service schedules as requested by CHP.

2.2 Program Administration

SBCAG SAFE and the California Highway Patrol (CHP) will jointly oversee the service. SBCAG SAFE will administer the FSP contract, including hiring the Contractor, paying Contractor invoices, and ensuring Contractor compliance with the contract. Day to day monitoring and coordination of the services provided by the Contractor will be the responsibility of the CHP. CHP is responsible for dispatch services to incident locations within the FSP's patrol limits. The dispatching will be done in accordance with the contract for the service. A manual will be given to the successful Contractor explaining the types of incidents to which his/her vehicle operators may be dispatched.

2.3 Service Location/Schedule

The Freeway Service Patrol operates on selected freeway segments referred to as "beats". Each beat has specific turnaround locations and designated drop locations for disabled vehicles identified by the CHP. This service is specifically designated to operate during the construction of the U.S. 101 HOV Lane Widening Project from Mussel Shoals to Carpinteria Creek. FSP service is provided on one beat, a twelve-mile round trip segment from Casitas Pass Road to the Seacliff exit in Ventura County.

Construction of the new northbound and southbound lanes is expected to take three and a half years to complete and be done in 4 stages. Most construction work will occur in the median and on the shoulders behind concrete barriers which will reduce lane widths, and eliminate the inside and/or outside shoulders during construction. Traffic will be shifted between each of the construction stages within the construction zone. There are no parallel local routes onto which traffic could be detoured. A stalled vehicle in the construction zone, in combination with heavy traffic volumes experienced in the U.S. 101 corridor, and the temporary elimination of safe pull-off areas for stalled vehicles, could result in significant traffic delays unless promptly removed.

Attachments A through C show the number of trucks, number of back-up trucks, hours of operation, types of motorist assist summaries, and estimated hours of service on which the cost of the service shall be based. **Proposers should base their proposal on the total number of service hours included in Attachment A.** Travel time to and from the beat will be at the expense of the Contractor.

The proposed service beginning and end dates are flexible since the service is expressly provided during project construction. At any time during the contract's term, SBCAG reserves the right to add or delete working days to the schedule, adjust beat specifications, hours of operation, or the construction stage schedule to better accommodate demand for the service, project budget and the project construction schedule. These changes can occur during the course of the contract through written change orders. If warranted during the service hours of operation, the Contractor may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat.

2.4 Project Budget

The maximum project budget to provide FSP services for the three and a half years shall not exceed \$579,800.

2.5 Equipment Requirements

A. General Truck Requirements

Over the course of the contract, the Contractor is required to provide a total of one service truck, which may be a pickup truck, and two tow trucks. During Stages 1 – 3, one tow truck will operate during Freeway Service Patrol hours. The second tow truck will serve as a backup truck in the event that the scheduled tow truck is unable to operate during Freeway Service Patrol hours. During Stage 4 a service truck and a tow truck will operate during Freeway Service Patrol hours. The second tow truck will continue to serve as a backup truck in the event that the scheduled service truck or tow truck is unable to operate during Freeway Service Patrol hours. Attachment A describes the service parameters during Stages 1 – 4.

The vehicles proposed for use in the FSP program, with the exception of the backup truck, shall be new at the onset of the contract. Backup trucks proposed for use in the FSP Program shall be reliable, in good working order, and successfully complete CHP vehicle inspection.

The Freeway Service Patrol will utilize at a minimum, Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating.

Prior to commencement of service, the CHP will inspect each vehicle designated for the Freeway Service Patrol to ensure that it meets the vehicle specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the CHP.

Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and Contractor's base office. Any unsafe or poorly maintained vehicle(s) or improperly equipped vehicle(s) shall be removed from service or repaired as directed by the CHP, and the Contractor shall be fined at double the Contractor's hourly rate plus the loss of revenue for the down time. Spare vehicles will be required to complete the shifts of vehicles removed from service. The Contractor will be required to have a spare vehicle available for service at all times.

Freeway Service Patrol vehicles bearing the service patrol title, logo, and vehicle identification number shall be painted white. There will be no color requirement for the trim. If trim is used, it shall be no greater than four (4) inches on the front and sides of the vehicle. No other accessory equipment shall be mounted or installed without prior CHP approval. This includes but is not limited to bras, chrome wheel covers or window tint.

1. Tow Truck Requirements

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

- Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.

- Boom with a minimum static rating of 5,000 pounds.
- Winch Cable - 8,000 pound rating on the first layer of cable.
- Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
- Towing slings rated at 3,000 pounds minimum.
- Two (2) Tow chains 5/16" alloy or OEM specs., J&T hook assembly.

2. All FSP Trucks (Tow Trucks and Service Trucks)

In addition to the equipment identified specifically for tow trucks, all FSP tow trucks and service trucks must be equipped with the following materials and equipment.

- Rubber face push
- Unleaded gasoline (5 gallons)
- First aid kit (small 5" x 9") (1)
- Fire extinguisher aggregate rating of at least 4 B-C units (1)
- Pry bar - 36" or longer (1)
- Sling crossbar spacer blocks (2)
- 4" x 4" x 48" wooden cross beam (1)
- 4" x 4" x 60" wooden cross beam (1)
- 24" wide street broom (1)
- Square point shovel (1)
- Fuses (highway flares), 15 minute, or (36)
- Fuses (highway flares), 30 minute (20)
- Cones 18" (6)
- Hydraulic jack, 2-ton, floor (1)
- Four way lug wrench (1 std.) (1)
- Four way lug wrench (1 metric) (1)
- Rechargeable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity (1)
- Flashlight and spare batteries (1)
- Tail lights/brake lights, portable remote with extension cord (1 set)
- Funnel, multi-purpose, flexible spout (1)
- Pop-Up Dolly, portable for removing otherwise untowable vehicles (1)

- 5-gallon can with lid filled with sand or equivalent residue absorbing material (1)
- Empty trash can with lid (5 gallon) (1)
- Lock out set (1)
- Radios or cell phones with the ability to communicate directly with the contractor's base office.
- Programmable scanners capable of scanning between the 39 and 48 MHz frequencies used by both Caltrans and the CHP.
- External speaker and public address system.

Each Freeway Service Patrol 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 may be supplemented at the Contractor's option and expense.

- Screwdrivers
 - Standard-1/8", 3/16", 1/4", 5/16" (1 each, min)
 - Phillips head - #1 and #2 (1 each, min)
- Needle nose pliers (1)
- Adjustable rib joint pliers, 2" min. capacity (1)
- Crescent wrench - 8" (1)
- Crescent wrench - 12" (1)
- 4 lb. hammer (1)
- Rubber mallet (1)
- Electrical tape, roll (1)
- Duct tape, 20 yard roll (1)
- Tire pressure gauge (1)
- Mechanic's wire (roll) (1)
- Bolt cutters (1)

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

B. Spare Vehicles

The Contractor shall be required to have one spare certified FSP tow truck available. The spare vehicle should be used when a regular vehicle is unavailable.

The spare vehicle shall be painted the required color with the required identification markings, title, and logo. It shall meet all the vehicle equipment specifications.

C. Vehicle Breakdown and Other Missed Service

The spare vehicle must be in service on the beat within 30 minutes of the time a permanently dedicated vehicle is taken out of service for any reason. The Contractor shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 30 minute time period, the Contractor shall be fined three (3) times the hourly contract rate in one minute increments until a replacement vehicle is provided. If a truck is not ready due to 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, Contractor shall be fined for the entire shift at three (3) times the hourly rate. Vehicle maintenance will be performed during non-service hours.

D. Vehicle Identification

It shall be the vehicle operator's responsibility to place detachable Freeway Service Patrol markings on each vehicle during the service hours and to remove the detachable markings immediately upon completion of each shift. SBCAG will supply each Contractor with the appropriate number of detachable markings for each beat(s). If a marking is lost or damaged, the Contractor shall be responsible for the cost of the replacement markings. All Freeway Service Patrol markings shall be returned at the termination of the contract. The cost of any SBCAG and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

Freeway Service Patrol markings as well as vehicle numbers shall be required on both sides of all trucks and affixed to the vehicle doors. The vehicle operator shall be required to keep the title and logos clean and in readable condition throughout the service patrol's operation.

All other lettering on the truck shall be in blocked bold form in solid black only and parallel to the ground. Letter size shall be no smaller than two (2) inches by two (2) inches and no larger than four (4) inches by four (4) inches. Multi-colored lettering is prohibited. Letters shall be placed on the lower body of the truck toward the cab only. Lettering or markings displayed anywhere else is prohibited (i.e. the boom, hood, door, etc.) and will be required to be removed at the Contractor's expense. The intent of these specifications is to maintain a uniform appearance throughout the FSP vehicle fleet in Santa Barbara County and throughout the state.

E. Communications Equipment

Each Freeway Service Patrol vehicle shall be equipped with cell phones to directly communicate with the CHP Communications Center. Cell phones shall be purchased and maintained by the Contractor. Contractor is responsible for paying all monthly operating bills to the cell phone service provider. These costs must be incorporated into the Contractor's cost proposal. In addition, each Freeway Service Patrol vehicle shall be equipped with shop radios or cell phones with the "push to talk" feature to enable the vehicle operator to communicate directly with his/her base office. The shop radios and/or cell phones shall be supplied by the Contractor.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the Contractor and shall be installed in all vehicles.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the Freeway Service Patrol vehicle when the FSP vehicle is adjacent to the rear of the disabled vehicle.

F. Vehicle Operators

All potential vehicle operators shall be required to have a safe driving record and current Class C driver's license. All vehicle operators shall be 18 years of age or older. Potential vehicle operators shall be subject to driving record and criminal background checks through the California Highway Patrol. Potential vehicle operators shall be sufficiently trained and experienced in the tasks of tow truck operations and proficient with all required Freeway Service Patrol equipment to provide safe and proper service. Any certified driver from other FSP areas will be evaluated on a case by case basis. All potential vehicle operators must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the vehicle operators will be required to exercise good, sound judgment in carrying out their duties.

Vehicle operators shall be required to inform the CHP Communications Center at any time he/she leaves the assigned beat for more than 10 minutes. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The vehicle operator shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown. The Freeway Service Patrol vehicle operator shall be required to complete assist records for each incident.

The CHP, Caltrans, and SBCAG maintain strict drug and alcohol policies. Contractors shall have 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 Freeway Service Patrol vehicle operator found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the Contractor. The Contractor shall be responsible for providing a certified replacement driver for that vehicle.

The Contractor shall also be an active participant in the DMV Pull Notice Program.

If a vehicle operator is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business, or

misdeemeanor or felony driving while under the influence of alcohol or a drug, the Contractor shall permanently remove that vehicle operator from duties under the FSP program. If a vehicle operator is charged with any of the above crimes, the Contractor shall immediately suspend that vehicle operator from duties under this program pending the outcome of the criminal case. If the vehicle operator is not convicted, or is ultimately convicted of a lesser crime not described above, SBCAG retains the right to have the Contractor remove that vehicle operator from the duties under the FSP program.

All vehicle operators, including back-up drivers, shall be required at Contractor's expense to complete the CHP two-day training program in Los Angeles which costs up to \$55.00 per driver. This cost should be factored in the Contractor's bid. Contractors shall pay all Freeway Service Patrol operators and back-up drivers for attending the training. No driver will be allowed to begin patrolling without attending the mandatory training classes. Any vehicle operator who is found on patrol without completing the mandatory training classes may be prohibited from further Freeway Service Patrol service and the Contractor's contract may be terminated immediately.

Mandatory CHP refresher training classes shall be scheduled during non-Freeway Service Patrol hours. A minimum of eight (8) hours refresher training per year shall be required (at Contractor's expense).

Courtesy and professionalism are mandatory for all vehicle operators towards all motorists and passengers assisted.

G. Operator Equipment

It shall be the responsibility of the Contractor to provide the vehicle operator with specified uniforms, shoes, and other equipment. Uniforms, shoes, and other equipment must be clean and in good condition. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have two-way zip front with heavy duty brass zipper. Coverall or shirt sleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coveralls/shirts shall come to within approximately 1 inch of the inside forearm when the wearer's arm is bent at a 90 degree angle.

The coveralls shall have shape holding Sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. H.D. Lee Company style No. 018-3041 (Navy Blue) or Commercial Uniform Co. style No. 201 (Navy Blue) or equal. All main seams shall be at least double stitched with good quality thread.

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

The first initial of the first name and full last name shall be sewn above the right chest pocket so that it shall be clearly visible with the collar open. Letters shall not exceed ½ inch. All drivers will be required to wear photo identification badges provided by the Contractor.

Contractors shall provide two reflective safety vests per driver. All reflective safety vests shall be a minimum of Class 3 safety vests requirements and shall be in accordance with California Code of Regulations, Title 8, Section 1598. That Section describes the color of the vests and states in hours of darkness the garments shall be retro reflective and visible at a minimum of 1,000 feet. These vests shall be provided by contractual agreement. The FSP logo (patch) shall be attached to the center of the back of each vest. The small FSP logo patch shall be attached on the left front pocket area of the vest. The FSP tow truck driver's name shall be clearly visible and either sewn on or attached to the vest. The safety vests will be provided by the contractor. Freeway Service Patrol logos (patches) will be provided by SBCAG SAFE.

All Freeway Service Patrol vehicle operators shall wear general duty black work boots with protective steel toe.

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

Rain gear shall be waterproofed material, yellow in color. Reflective 2-inch white tape shall be applied to both sleeve cuffs and both leg cuffs and across the upper back.

Hats, if worn, shall be baseball type cap, navy blue in color. An FSP shoulder patch shall be sewn on the hat above the brim. No other logos/names shall be accepted.

H. Local Office

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority 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 Proposal document shown in Attachment E, Contractor Representative Form, the Contractor shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the Contractor. The local office shall be within thirty (30) minutes of Highway 101 between the Seacliff Exit in Ventura County line and Casitas Pass Road interchange.

The Contractor shall also provide telephone service, and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the Contractor can be contacted during the 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. A fax machine shall be provided for noticing purposes.

3.0 PROPOSER QUALIFICATIONS

All potential proposers must have a business license, the necessary insurance, and five (5) years' experience in operating a tow service. Additionally, the potential Proposer must comply

with all Federal, State and Local laws governing the operation of a tow service in the community in which the beat is located.

4.0 PREPARATION OF PROPOSALS

4.1 General Format of Proposal

Proposals shall be prepared on 8-1/2" x 11" paper, stapled, double-sided with no color (black print only). Proposals should not exceed twenty (20) pages in length, excluding any appendices.

4.2 Proposal Content

Proposers shall include all forms shown in Attachments D through G to this RFP.

- Proposal Letter
- Contractor Representative Form
- Time and Material Proposal Form
- Proposal Form

Proposers may include any other information that may assist SBCAG in evaluating their proposal according to the evaluation criteria in Section 9.0 PROPOSAL EVALUATION/CONTRACTOR SELECTION below.

5.0 MODIFICATION AND ALTERNATIVE PROPOSALS

Proposer shall submit a proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed enclosure in accordance with Section 8.0 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE, instruction herein.

Unauthorized conditions, limitations or provisions attached to a proposal may render it invalid and cause its rejection. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic or telephonic proposals or modifications will not be considered.

6.0 SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

Each proposal submitted by Proposer shall be executed by Proposer or by its authorized representative. In addition, Proposer must identify in Attachment D, Proposal Letter, those persons authorized to negotiate on its behalf with SBCAG in connection with this RFP.

7.0 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the Proposer by means of a written request signed by the Proposer or its properly authorized representative. Such written requests must be delivered to SBCAG's office prior to the date and time for submittal of proposals.

8.0 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE

All proposals must be in writing, sealed, and labeled "Freeway Service Patrol". All proposals must be received at the SBCAG office no later than **5:00 p.m. January 6, 2012** irrespective of postmark. All proposals will be date and time stamped upon receipt. No proposals will be accepted after **5:00 p.m.** Postmarks **will not** be accepted. An original and four (4) copies of each proposal must be provided. Each proposal submitted by Proposer shall be delivered to SBCAG's office. It is the Proposer's sole responsibility to see that its proposal is received as stipulated. The Proposer must warrant that the cost proposal will remain in effect for 120 days and state such in their Proposal Letter.

9.0 PROPOSAL EVALUATION/CONTRACTOR SELECTION

9.1 Evaluation Criteria. SBCAG will evaluate the proposals received based on the following criteria:

A. Business, Financial, and/or Towing Service References (20 points)

Proposer includes at least three references that can verify proposer's experience and quality of service. References may not include SBCAG, CHP, Caltrans, banks, equipment suppliers, friends, or relatives.

B. Costs (40 points)

Proposer's costs takes into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist aid as well as vehicles), replaceable and non-replaceable supplies, incidentals, and other items necessary to fulfill the terms of the contract.

Proposer's costs are competitive and do not exceed maximum project budget as indicated in Section 2.4 Project Budget.

C. Towing Business Experience (40 points)

Proposer's years in towing business, number of tow trucks currently operating, current mileage and condition of trucks proposed for FSP operations, participation in AAA or CHP Rotation Tow.

Proposers who do not complete or meet the requirements as specified in this RFP will be disqualified from consideration.

9.2 Evaluation Procedure. An Evaluation Committee comprised of SBCAG staff, Caltrans, and CHP will evaluate all proposals received in accordance with the above criteria. The evaluators in applying the major criteria to the proposals may consider additional sub-criteria beyond those listed. During the evaluation period, SBCAG may interview some or all of the proposing firms.

9.3 Award. The Evaluation Committee will evaluate the proposals received and using the specific criteria will recommend the most qualified firm to SBCAG's Board for consideration and selection. The Evaluation Committee may also negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract that best meets the needs of SBCAG.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

9.4 Notifications of Award and Debriefing. Proposers who submit a proposal in response to this RFP shall be notified in writing regarding the firm who was awarded the contract. Such notification shall be made within ten (10) days of the date the contract is awarded.

10.0 CALENDAR OF EVENTS

RFP Issued	December 6, 2011
Last Day to Submit Written Questions by 5:00 p.m.	December 20, 2011
SBCAG provides addendum response to inquiries.	December 23, 2011
Proposals Due by 5:00 p.m.	January 6, 2012
Evaluation Committee Evaluates Proposals Including Calling References and Site Visits	January 10-13, 2012
Contractor Selection Recommendation	January 19, 2012
Contractor Recommendation Approved by SBCAG Board – Contract Executed	January 19, 2012
Notice to Proceed Issued to Contractor	January 19, 2012
Truck Inspections	Spring 2012
Driver Training	Spring 2012
Communications Equipment Installation	Spring 2012
Estimated Start of Service	June 1, 2012

11.0 FORM OF CONTRACT TO BE AWARDED

Under no circumstances will the contract price be exceeded without SBCAG approval. It is anticipated that SBCAG will enter into a time and material contract. The contract agreement in substantial form is contained in Attachment H of this RFP, subject to changes SBCAG may make as it sees fit prior to execution.

12.0 SBCAG RIGHTS

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

- Reject any or all of the proposals for any reason.
- Issue subsequent Requests for Proposals.
- Cancel the entire Request for Proposal.
- Remedy or overlook technical errors in the Request for Proposal process.
- Appoint Evaluation Committees to review proposals.
- Seek the assistance of outside technical experts in proposal evaluation.
- Approve or disapprove the use of particular subcontractors.
- Establish a short list of Proposers eligible for discussions after review of written proposals.
- Negotiate with any, all, or none of the respondents to the RFP.
- Solicit best and final offers from all or some of the Proposers.
- Award a contract to one or more Proposers.
- Accept other than the lowest monetary offer.
- Waive informalities and minor irregularities in proposals.

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

13.0 SBCAG PROTEST PROCEDURES

13.1 Purpose and Applicability

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by SBCAG concerning its procurement activities. The SBCAG SAFE Deputy Director of Programming and Project Delivery shall be responsible for the conduct and administration of procurement protests pursuant to the procedures established in these Protest Procedures.

The following protest procedures shall be employed for procurements conducted by SBCAG SAFE. Such protests shall be applicable only to procurements wherein SBCAG SAFE requests bids, proposals or offers for goods or services financed in whole or in part by public funds.

13.2 Definitions

The following definitions apply to terms used in this section:

DAYS: Unless otherwise specified, refers to SBCAG SAFE working days.

FILE OR SUBMIT: Refers to the date of receipt by SBCAG SAFE.

INTERESTED PARTY: All bidders or proposers involved in SBCAG SAFE procurement. This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the IFB or RFP, or in the interpretation of such provision.

BID: Refers to and includes: i) the terms "offer" and "proposal" as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

13.3 Basis for Protest

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist, or; b) SBCAG SAFE 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:

- A. Violation of federal, state or local law or regulation;
- B. Sole source procurements;
- C. Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published;
- D. Changes to evaluation criteria made during the evaluation process;
- E. Local or DBE preferences;
- F. Solicitation advertising violating applicable laws or regulations;
- G. Provision of inadequate time to prepare a proposal.

Protests of SBCAG SAFE procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and; 2) protests occurring after contract award has been made.

13.4 Pre-Award Protests

The following procedures shall be followed for all protests filed prior to award of contract:

- A. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by SBCAG SAFE.
- B. Protests must be submitted in writing to the attention of the SBCAG SAFE Deputy Director of Programming and Project Delivery. The written protests shall include:

1. The name, address, and telephone number of the protestor;
 2. The SBCAG SAFE project description;
 3. A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation;
 4. The resolution sought from SBCAG SAFE by the protestor.
- C. SBCAG SAFE Deputy Director of Programming and Project Delivery shall receive the protest and issue written notification to the protestor within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.
- D. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
1. The goods or services being procured are urgently required;
 2. Delivery or performance will be unduly delayed by failure to make an award promptly;
 3. Failure to make prompt award will result in termination of a critical SBCAG SAFE function or activity or otherwise cause undue harm to SBCAG SAFE, or;
 4. The Executive Director of SBCAG SAFE prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process.

The SBCAG Deputy Director of Programming and Project Delivery shall be responsible for making a written determination that circumstances require SBCAG SAFE to proceed with procurement during a pending protest.

Unless such determination is made the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the Deputy Director of Programming and Project Delivery.

- E. All protests received within the specified period shall be examined by the SBCAG SAFE Deputy Director of Programming and Project Delivery who shall evaluate the matter and, within seven (7) calendar days, forward a recommendation concerning its disposition to the Executive Director.

No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by SBCAG SAFE.

- F. The Executive Director may attempt to resolve the protest with the affected party. If: a) after receipt of recommendations from the SBCAG SAFE Deputy Director of Programming and Project Delivery, the Executive Director elects not to attempt such resolution, or; b) if resolution is attempted but not achieved, the protesting parties may appeal to the SBCAG SAFE Board of Directors (hereinafter "Board") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the

protest submittal. Failure to appeal to the Board shall be a waiver of any other rights under the SBCAG SAFE Protest Procedures.

For these purposes “resolution” shall mean the written withdrawal of a protest by the originating party.

- G. The Board shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Board. The Board may elect to appoint a sub-committee to review the protest and make a recommendation to the Board at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Board. Such parties shall be afforded an opportunity to present their case at the Board meeting.
- H. The Board shall then make a formal decision on such protests at a public meeting. The decision of the Board, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The SBCAG SAFE Deputy Director of Programming and Project Delivery or his designee shall notify protesting parties in writing of any protest decision made by the Board.

Except under conditions described in item 4 above, such decision by the Board shall be made prior to award of any contract related to the subject procurement.
- I. Should the Board deny the protest, SBCAG SAFE may proceed with the procurement process. If the decision of the Board is to uphold the protest, then SBCAG SAFE shall proceed pursuant to Board direction.

13.5 Post-Award Protests

Protests received after award of contract shall be considered only if received within five (5) days following the date on which the Executive Director’s award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by SBCAG SAFE.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the Executive Director determines in writing that suspension of such award is necessary pending protest resolution. In that event the awardee shall be so notified in writing.

14.0 EXAMINATION OF RFP DOCUMENTS

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

15.0 INTERPRETATION OF RFP DOCUMENTS

Proposer may request of the SBCAG SAFE in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Where such interpretation or clarification requires a change in the RFP Documents, SBCAG SAFE will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. SBCAG SAFE shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

16.0 FSP STANDARD OPERATING PROCEDURES MANUAL

The guidelines and policies of the FSP Program are set forth in the FSP Standard Operating Procedures Manual, which is incorporated into this RFP by reference and will be incorporated into the resulting contract between the Contractor and SBCAG SAFE. In the event of a discrepancy between this RFP and the Freeway Service Patrol Standard Operating Procedures Manual, the more stringent provision with respect to Contractor performance and safety shall apply.

Prospective proposers are encouraged to visit the SBCAG FSP website at <http://www.sbcag.org/fsp/main.html> to obtain a copy of the Freeway Service Patrol Standard Operating Procedures Manual and to watch a video describing the service and review other FSP related information.

17.0 QUESTION AND ANSWER PROCESS

Questions regarding the content, intent or procedural matters of this RFP should be addressed to:

Brittany R. Odermann, FSP Program Manager
Santa Barbara County Association of Governments (SBCAG)
260 North San Antonio Road, Suite B, Santa Barbara, CA 93110
Phone: (805) 961-8900 FAX: (805) 961-8901
E-mail: bodermann@sbacag.org

Questions may be submitted in writing until 5 p.m. on December 20, 2011. Responses, if any, to written questions received will be made in writing and posted on the SBCAG SAFE website: <http://www.sbcag.org/fsp/main.html> by December 23, 2011 5:00 PM. Any proposer questions received by SBCAG SAFE after 5:00 p.m. on Tuesday, December 20, 2011 will not be acknowledged or answered.

Except for Ms. Odermann, please note that potential proposers should NOT contact SBCAG Board Members or SBCAG Board Member's staff regarding any aspect of this RFP. It is intended that the selection of a consultant shall be made on merit alone, based on the processes and criteria set forth in the RFP. Violation of this condition shall, at SBCAG SAFE's sole discretion, be cause for immediate disqualification of a proposer's proposal.

ATTACHMENT A

SANTA BARBARA COUNTY FREEWAY SERVICE PATROL

SERVICE DESCRIPTION

The service parameters are described below and segregated by construction stage with approximate dates for when each stage will occur. SBCAG reserves the right to adjust stage schedule as needed.

Stages 1, 2 and 3 of Construction (Spring 2012 to Fall 2014)*

Provide new morning and afternoon service between Seacliff Exit (Ventura County) and Casitas Pass Road (Santa Barbara County). Service will be provided for six hours per day Monday through Friday. Morning peak hour service is anticipated to be 6:30 a.m. to 9:30 a.m. Afternoon peak hour service is anticipated to be 3:30 p.m. to 6:30 p.m. FSP Service during Stages 1-3 may be adjusted to reflect geographic starting points of service and anticipated congestion. Service will be provided using a single beat covering the 12-mile round trip. One new full-service tow truck and one spare certified FSP tow truck will be required for this service.

The table below shows how the service will be provided during a typical week.

Days of Service (Scheduled Hours)	No. of Trucks	Hours/Day	Construction Work Days[^]	Estimated Hours of Service
Monday to Friday (6:30 am to 9:30 am) (3:30 pm to 6:30 pm)	1	6	635	3,810
Saturday and Sunday	0	0	0	0
Total Hours of Service Stages 1-3				3,810

Stage 4 of Construction (Fall 2014 to Summer 2015)*

Stage 4 services will build on the FSP service established in Stages 1-3 of construction. Due to more restricted travel lanes and shoulders along Highway 101, Stage 4 requires full day and weekend service. In addition to the full-service tow truck and one spare certified FSP tow truck required in Stages 1-3, one new, additional "service style" pick-up truck will be required for this

stage of construction. Service will continue to be provided using a single beat covering the 12-mile round trip.

The table below shows how the service will be provided during a typical week.

Days of Service (Scheduled Hours)	No. of Trucks	Hours/Day	Construction Work Days^	Estimated Hours of Service
Monday to Thursday (6:00 am to 7:00 pm)	2	13	116	3,016
Friday (6:00 am to 9:00 pm)	2	15	28	840
Saturday (7:00 am to 8:00 pm)	2	13	28	728
Sunday (10:00 am to 9:00 pm)	2	11	28	616
Total Hours of Service Stage 4				5,200

*** Start and end dates are flexible and will be coordinated with the project construction schedule.**

^Construction work days assume days off shown in Attachment C.

ATTACHMENT B

SANTA BARBARA COUNTY FREEWAY SERVICE PATROL

FSP DRIVER ASSIST SUMMARIES

South Padaro Lane to Patterson Avenue
10 miles

(Services provided on the existing FSP beat over a two and half year period. A similar array of services should be anticipated in the new beat in the construction zone)

January 2009 through August 2011

Vehicle Problem	JAN 2009 thru DEC 2009	JAN 2010 thru DEC 2010	JAN 2011 thru AUG 2011	Totals
Out of Gas	139	135	79	353
Overheated	20	18	9	47
Flat Tire	177	190	95	462
Dead Battery	5	6	3	14
Vehicle Fire	3	0	2	5
Mechanical Problem	205	213	143	561
Unattended Vehicle	73	49	31	153
Debris	95	46	28	169
Traffic Accident	163	122	84	369
Other	87	64	35	186
Totals	967	843	509	2,319

ATTACHMENT C

SANTA BARBARA COUNTY FREEWAY SERVICE PATROL

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS/SCHEDULE

Plan to submit your cost proposal to provide Freeway Service Patrol tow service during each weekday except for the following holidays:

Holidays	2012	2013	2014	2015
New Year's Day		JAN 1	JAN 1	JAN 1
Martin Luther King Day		JAN 21	JAN 20	JAN 19
President's Day		FEB 18	FEB 17	FEB 16
Memorial Day	MAY 28	MAY 27	MAY 26	MAY 25
Independence Day	JUL 4	JUL 4	JUL 4	JUL 4
Labor Day	SEP 3	SEP 2	SEP 1	SEP 7
Thanksgiving Day	NOV 22	NOV 28	NOV 27	NOV 26
Friday after Thanksgiving	NOV 23	NOV 29	NOV 28	NOV 27

ATTACHMENT D
SANTA BARBARA COUNTY FREEWAY SERVICE PATROL
SAMPLE PROPOSAL LETTER

Proposer _____

Brittany R. Odermann, Program Manager
Santa Barbara County Association of Governments
260 North San Antonio Road
Santa Barbara, California 93110

In response to the Request for Proposal ("RFP"), for the Santa Barbara County Freeway Service Patrol, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, attended the mandatory pre-proposal meeting, acknowledge receipt of any and all addenda, and hereby propose to perform and complete the work as required.

The undersigned agrees to make available the services at the costs indicated on its Time and Material Proposal Form if its proposal is accepted within one hundred twenty (120) days from the date specified in the RFP for receipt of proposals.

If awarded a Contract, the undersigned agrees to execute a formal Contract Agreement as set forth in Attachment H, within 30 calendar days following SBCAG SAFE acceptance of proposal, and will deliver to the SBCAG SAFE prior to execution of the Contract the necessary original Certificates of Insurance.

[If the Proposer requests any changes to this Contract Agreement language, such requests must be included within this letter or it shall be understood that the Proposer accepts the terms and conditions contained in Attachment H of the RFP in its entirety.]

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

Name	Title	Telephone Number

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; 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 SBCAG will not be responsible for any errors or omissions in these RFP Documents.

Proposer

Business/Mailing address

Signature: _____

Name: _____

Title: _____

Date: _____

Telephone No. _____

FAX _____

eMail _____

ATTACHMENT E

SANTA BARBARA COUNTY FREEWAY SERVICE PATROL

CONTRACTOR REPRESENTATIVE FORM

CONTRACTOR NAME: _____

PRINCIPAL: _____

(Print)

(Signature) (Date)

ALTERNATE NO. 1 _____

ALTERNATE NO. 2 _____

ALTERNATE NO. 3 _____

The above named individuals have read and understand the Freeway Service Patrol Contract. At least one of these individuals will be available at the contractor's office during Freeway Service Patrol hours of operation and normal business hours to make operational decisions on behalf of the Contractor pursuant to the terms and conditions of the Contract.

ATTACHMENT F

SANTA BARBARA COUNTY FREEWAY SERVICE PATROL

TIME AND MATERIAL PROPOSAL FORM

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

BUSINESS LICENSE NUMBER: _____

LICENSE CLASSIFICATION: _____

PROPOSAL: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. ***A detailed itemized cost schedule used to develop Item No. 1 and 4, must be attached for the proposal to be accepted.*** Please refer to Section 2.0, Scope of Services, to ensure that you have covered all possible costs in your proposal.

A. FSP Service Stages 1 to 3

ITEM

<u>NO</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
			Service		
1	Stage 1 to 3 Service	3,810	Hrs		\$
2	Replaceable Supplies (gas, flares, tape, radiator water, etc)	1	Lumpsum		\$
3	Non-replaceable supplies (tools, cones, beams, etc.)	1	Lumpsum		\$
<hr/>					
SUBTOTAL STAGES 1-3					\$

HOURLY RATE STAGES 1-3 (subtotal/3810 hours)	\$
--	----

B. FSP Service Stage 4

ITEM

<u>NO</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
			Service		
4	Stage 4 Service	5,200	Hrs		\$
5	Replaceable Supplies (gas, flares, tape, radiator water, etc)	1	Lumpsum		\$
6	Non-replaceable supplies (tools, cones, beams, etc.)	1	Lumpsum		\$
<hr/>					
SUBTOTAL STAGE 4					\$

HOURLY RATE STAGE 4 (subtotal/5200 hours)	\$
---	----

TOTAL CONTRACT	\$
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Authorized Signature:

Date:

ATTACHMENT G
SANTA BARBARA COUNTY FREEWAY SERVICE PATROL
PROPOSAL FORM

FIRM NAME: _____

All questions must be answered.

Towing Business Experience

1. Owner's Number of Years of Tow Truck Operations (5 years minimum):

Years as Owner: _____ Years in Towing Business: _____

Years in CHP Rotation Tow: _____ Years in AAA Tow _____

Current Number of Tow Trucks Operated: _____

2. Attach a list of trucks that will be used for the FSP service. Include the year, manufacturer, model, current mileage and vehicle identification number (VIN). If a Proposer does not own the required number of trucks for the FSP beat, a statement as to how the new trucks will be acquired and the timeline for acquisition must be provided with the list of trucks.

Business, Financial, and/or Towing Service References

3. Who may we contact by phone for references?
(Provide at least three client references. Do not include SBCAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives.)

Client Name & Address	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Additional Information May Be Attached.

Name: _____ Date: _____

Name of Assistants Completing Form:

ATTACHMENT H

CONTRACT NO. 12-xx

BETWEEN

**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
AND
[NAME OF CONTRACTOR]**

**FOR
FREEWAY SERVICE PATROL SERVICES
from Spring 2012 through Fall 2015**

1. PARTIES AND DATE

1.1 This Contract is made and entered into this _____ day of [insert date], by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS referred to herein as "SBCAG", and [NAME OF FIRM] and referred to herein as "CONTRACTOR", a [LEGAL STATUS OF CONTRACTOR e.g., CORPORATION].

1.2 The California Highway Patrol herein referred to as "CHP" and California Department of Transportation, herein referred to as "Caltrans" are hereby expressly designated as third-party beneficiaries of CONTRACTOR'S performance under this Contract.

2. RECITALS

- 2.1 WHEREAS, SBCAG, a Service Authority for Freeway Emergencies exists under the authority of Section 2551 of the California Streets and Highways Code;
- 2.2 WHEREAS, SBCAG requires the services of a Contractor to provide the professional services as described in the Scope of Services;
- 2.3 WHEREAS, SBCAG has determined that Contractor is best qualified to perform the required services;
- 2.4 WHEREAS, the Contractor is able and willing to perform the required services under the terms and conditions of this Contract;

NOW, THEREFORE, the Santa Barbara County Association of Governments and CONTRACTOR hereby agree as follows:

3. TERMS

3.1 General Scope of Services The purpose of the project is to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where conditions permit, safe removal of small debris will be required. Contractor vehicles shall be exclusively dedicated to the service during the hours of operation. All vehicle maintenance activities shall be conducted during non-service hours. Section 2.0 of the Freeway Service

Patrol RFP issued on December 6, 2011 describes in detail the responsibilities and duties that the Contractor is required to fulfill throughout the duration of the contract.

The Contractor's vehicle operators shall assist motorists involved in minor accidents and those with disabled vehicles. They shall be responsible for clearing the freeway of automobiles, small trucks and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions do not warrant, vehicle operators will remove the vehicles from the freeway to provide service. The FSP vehicles shall continuously patrol their assigned beat, respond to CHP dispatches for service, use the designated turnaround locations and use the CHP identified designated drop locations.

Freeway Service Patrol vehicle operators may be required to change flat tires, provide one gallon of gasoline or diesel fuel, and temporarily tape cooling system hoses. Vehicle operators may spend a maximum of 10 minutes per disablement in attempting to mobilize a vehicle.

All Freeway Service Patrol services will be provided at no cost to the motorist. FSP operators will not be allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

If a vehicle cannot be mobilized within the 10 minute time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the Freeway Service Patrol vehicle operator to call the CHP Communications center to request a CHP rotational tow or other services. FSP operators shall not be allowed to tow as an independent contractor from an incident that occurred during the Freeway Service Patrol shift unless called as a rotation tow by CHP. If called as a rotation tow after a Freeway Service Patrol shift, the vehicle operator must remove all Freeway Service Patrol markings and change his/her Freeway Service Patrol uniform.

There may be some instances where FSP operators may be requested to provide assistance to CHP officers. Freeway Service Patrol operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the Freeway Service Patrol program.

3.2 Commencement of Services. The CONTRACTOR shall commence work upon receipt of a written Notice to Proceed from SBCAG.

3.3 Term. The term of this Contract shall be from [insert date] or the date of issuance of the Notice to Proceed by SBCAG, whichever occurs first, to [insert date], unless earlier terminated as provided herein. SBCAG shall also have the right to renew this contract from one month up to a one year term after the initial term by providing notice as provided below. SBCAG must provide written notice to CONTRACTOR no less than ninety (90) days prior to the end of the applicable term, indicating its renewal of 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.

3.4 SBCAG's Representative. SBCAG hereby designates the SBCAG Executive Director or his or her designee, to act as its Representative for the performance of this Contract ("SBCAG's Representative"). SBCAG's Representative shall have the authority to act on behalf of SBCAG for all purposes under this Contract. SBCAG'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 SBCAG's Representative or his or her designee.

3.5 CONTRACTOR'S Representative. CONTRACTOR hereby designates [___INSERT NAME OR 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 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 SBCAG'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 SBCAG staff at all reasonable times. Any substitution in CONTRACTOR's Representative shall be approved in writing by SBCAG's Representative.

3.6 Substitution of Key Personnel. CONTRACTOR has represented to SBCAG 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 SBCAG's Representative. In the event that SBCAG's Representative and CONTRACTOR cannot agree as to the substitution of the key personnel, SBCAG shall be entitled to terminate this Contract for cause, pursuant to the provisions of Section 3.13. The key personnel for performance of this Contract are: [LIST NAMES AND TITLES].

3.7 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 SBCAG's Representative in draft form, and SBCAG's Representative may require revisions of such drafts prior to formal submission and approval. In the event that SBCAG's Representative, in his sole discretion, determines the formally submitted work product to be inadequate, SBCAG's Representative may require CONTRACTOR to revise and resubmit the work at no cost to SBCAG. Upon determination by SBCAG that CONTRACTOR has satisfactorily completed the Services required under this Contract and within the term set forth in Section 3.3, SBCAG 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 terms of this Contract.

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

3.9 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 to fully and adequately complete the Project. 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 shall have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR further represents and warrants to SBCAG that its employees have all licenses, permits, qualifications and

approvals of whatever nature that is 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 SBCAG, 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 SBCAG 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 who is determined by SBCAG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, 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 SBCAG, shall be promptly removed from the Project by the CONTRACTOR and shall not be re-employed to perform any of the Services or to work on the Project.

3.10 Opportunity to Cure. SBCAG may provide CONTRACTOR an opportunity to cure, at CONTRACTOR's expense, all errors and omissions which may be disclosed during Project implementation. Should CONTRACTOR fail to make such correction in a timely manner, such correction may be made by SBCAG, and the cost thereof charged to CONTRACTOR.

3.11 Inspection of Work. CONTRACTOR shall allow SBCAG's Representative to inspect or review CONTRACTOR's work in progress at any time. SBCAG/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.

3.12 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 Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be solely liable for all violations of such laws and regulations in connection with Services. If the CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SBCAG, CONTRACTOR shall be solely responsible for all costs arising there from. CONTRACTOR shall defend, indemnify and hold SBCAG, 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.

3.13 Termination.

3.13.1 Notice; Reason. SBCAG 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 SBCAG's convenience 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 Schedule of Services described in Section 3.15 of this Contract. CONTRACTOR may not terminate this Contract except for cause.

3.13.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, CONTRACTOR shall discontinue all affected Services as directed in the Notice or

as otherwise provided herein, and deliver to SBCAG 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.

3.13.3 Effect of Termination for Convenience. If the termination is to be for the convenience of SBCAG, SBCAG 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 the date of 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 SBCAG'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.

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

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

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

3.13.7 Waivers. CONTRACTOR, in executing this Contract, shall be deemed to have waived any and all claims for damages which may otherwise arise from SBCAG's termination of this Contract, for convenience or cause, as provided in this Section.

3.14 Quarterly Meetings. CONTRACTOR shall attend quarterly meetings with SBCAG's Representative, a California Highway Patrol representative and other interested parties, scheduled by SBCAG at a standard day and time. These quarterly meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives.

3.14.1 Payment Schedule. Invoice periods shall be based upon a calendar month, beginning with the first day of the month. SBCAG shall reimburse CONTRACTOR for Services adequately provided under this Contract within 30 days of receiving the current period invoice. If SBCAG fails to pay any amount owed to CONTRACTOR under this Contract within thirty (30) days after receipt of the invoice, CONTRACTOR may give SBCAG a notice of failure to pay which shall set forth the invoice(s) and amount(s) which CONTRACTOR believes are over thirty (30) days overdue. SBCAG shall pay any undisputed invoice(s) and amount(s) within thirty (30) days of receipt of a notice of failure to pay. If SBCAG shall fail to pay any undisputed invoice(s) and amount(s) within thirty (30) days of receipt of a

notice of failure to pay, CONTRACTOR may institute binding arbitration under Section 3.38: Disputes. If SBCAG, upon receipt of a notice of failure to pay disputes any portion(s) of the amount or the invoice(s), SBCAG shall notify CONTRACTOR of such dispute within thirty (30) days of receipt of the notice of failure to pay. If the parties are unable to resolve the dispute within thirty (30) days of CONTRACTOR's receipt of SBCAG's notice of dispute, either party may resolve the dispute by instituting binding arbitration under Section 3.38: Disputes.

3.15 Delay in Performance.

3.15.1 Excusable Delays. Should CONTRACTOR be delayed or prevented from the timely performance of any act or Services required by the terms of the Contract by reason of acts of God or of the public enemy, acts or omissions of the SBCAG or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

3.15.2 Written Notice. If CONTRACTOR believes it is entitled to an extension of time due to conditions set forth in subsection 3.16.1, CONTRACTOR shall provide written notice to SBCAG 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.

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

3.16 Status of CONTRACTOR.

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

3.16.2 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 SBCAG. 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, SBCAG 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 3.14 hereof.

3.17 Indemnification. CONTRACTOR shall indemnify and hold SBCAG, its 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 alleged negligent acts, omissions or willful misconduct of the CONTRACTOR, its officials, officers, employees, agents, consultants, and CONTRACTORS arising out of or in connection with the performance of the Services, the Project 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 SBCAG, their directors, officials, officers, agents, CONTRACTOR's, consultants, employees and volunteers. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against SBCAG, or their directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. CONTRACTOR shall reimburse SBCAG 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, SBCAG, or their directors, officials, officers, agents, consultants, employees and volunteers.

3.18 Insurance.

3.18.1 Time for Compliance. CONTRACTOR shall not commence work under this Contract until it has provided evidence satisfactory to SBCAG that it has secured all insurance required under this section. In addition, CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.18.2 General Liability Insurance. CONTRACTOR shall procure a Commercial General Liability Insurance Policy in amounts and form set forth below:

3.18.2.1 Commercial General Liability Insurance. A policy of Commercial General Liability which provides limits of not less than:

- | | |
|-----------------------------------|-------------|
| a. Per occurrence: | \$1,000,000 |
| b. Project Specific Aggregate: | \$1,000,000 |
| c. Products/Completed Operations: | \$1,000,000 |
| d. Personal Injury Limit: | \$1,000,000 |

3.18.2.2 General Liability Policy Coverage. Any general liability policy provided by CONTRACTOR hereunder shall include the following coverage:

- a. Premises and Operations.
- b. Products/Completed Operations with limits of at least one million dollars (\$1,000,000) per occurrence to be

maintained for three years following acceptance of the work by SBCAG.

- c. Contractual Liability expressly including liability assumed under this Contract.
- d. Independent Contractor's Liability.

If CONTRACTOR is unable to provide the \$1,000,000 aggregate limit indicated in Section 3.18.2 .1 and 2 above, CONTRACTOR shall provide an Excess or umbrella option which achieves the \$1,000,000 aggregate per project specific aggregate.

3.18.2.3 Additional Insured Endorsement. Any general liability policy provided by CONTRACTOR hereunder shall contain an additional insured endorsement which applies its coverage to SBCAG, the members of their Board of Directors and their officers, agents, employees and volunteers. Any SBCAG self-funded program and/or insurance policy shall be excess only and not contributing to such coverage.

3.18.2.4 Form of General Liability Insurance Policies. All general liability policies shall be written to apply to all bodily injuries, including death, property damage, personal injuries and other covered loss, however, occasioned, occurring during the policy term, and shall specifically insure the performance by CONTRACTOR of that part of the indemnity agreement contained in this Contract relating to liability for injury to or death or persons and damage to property per project, per location aggregate endorsement. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, SBCAG may require additional coverage to be purchased by CONTRACTOR to restore the required limits. CONTRACTOR may combine primary, umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the Additional Insured Endorsement described above.

3.18.3 Comprehensive Automobile Liability Insurance. CONTRACTOR shall procure Comprehensive Automobile Liability Insurance written for bodily injury, including death, and property damage, however occasioned occurring during the policy term, in the amount of not less than one million dollar (\$1,000,000), combined single limits per occurrence, applicable to all owned, non-owned and hired vehicles. This coverage shall include contractual liability.

3.18.4 Statutory Worker's Compensation and Employer's Liability Insurance. CONTRACTOR shall maintain a policy of California Worker's Compensation coverage in statutory amount and Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence for all employees of CONTRACTOR engaged in services or operations under this Contract. Coverage shall include the following endorsements:

3.18.4.1 Broad Form All – States endorsement.

3.18.5 General Provisions.

3.18.5.1 Evidence of Insurance. CONTRACTOR shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of this Contract, deliver to SBCAG certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that CONTRACTOR has obtained such coverage for the period of this Contract. CONTRACTOR

shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to SBCAG within thirty (30) days prior to the expiration of the term of any policy required herein. CONTRACTOR shall permit SBCAG at all reasonable times to inspect any policies of insurance of CONTRACTOR which CONTRACTOR has not delivered to SBCAG.

3.18.5.2 Claims Made Coverage. If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- a. The policy retroactive date coincides with or preceded Contractor’s commencement of work under this Contract (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Contract, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR shall purchase an extended reporting provision of at least two years to report claims arising in connection with this Contract.
- d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

3.18.6 Failure to Obtain or Maintain Insurance: SBCAG Remedies. Contractor’s failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of this Contract, and SBCAG may, at its option, obtain and pay for such insurance and deduct from payments due to CONTRACTOR such amounts paid, or terminate this Contract for any such default by CONTRACTOR.

3.18.7 No Litigation of Obligations. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the CONTRACTOR, and any approval of said insurance by SBCAG or its insurance contractor(s), are not intended to or shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.

3.18.8 Notice of Cancellation of Change of Coverage. All insurance and the certificates of insurance provided by CONTRACTOR must evidence that the insurer providing the policy will give SBCAG thirty (30) days written notice, at the address shown in Section 3.31, Notices, of this Contract, in advance of any lapse, cancellation, reduction or other adverse change respecting such insurance.

3.18.9 Qualifying Insurer. All policies of insurance required hereby shall be issued by companies which have been approved to do business in the State of California by the State Department of the Insurance, and which hold a current policy holder’s alphabetic and

financial size category rating of not less than A: VIII according to the current Best Current Rating Guide, or a company of equal financial stability as determined by SBCAG.

3.18.10 Review of Coverage. SBCAG retains the right at any time to review the coverage, form and amount of insurance required herein and may require CONTRACTOR to obtain additional insurance reasonably sufficient in coverage, form, amount to provide adequate protection against the kind and extent of risk which exists at the time of change in insurance required.

3.18.11 Safety. CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.19 Fees and Payment.

3.19.1 Compensation. CONTRACTOR shall receive compensation from SBCAG, including authorized reimbursements, for all Services rendered under this Contract at the rates set forth in Compensation and Payment schedule provided in Exhibit "B" attached hereto and incorporated herein by reference.

3.19.2 Invoices. CONTRACTOR shall submit no more frequently than monthly, but no less than bi-monthly, an itemized statement ("Invoice") to SBCAG which indicates work completed and hours of Services rendered by CONTRACTOR. The Invoice format shall be approved by SBCAG prior to the submittal of the first Invoice. Each Invoice shall be accompanied by a monthly progress report covering the Invoice period and spreadsheets showing hours expended for each day of the month and the total Project to date. Each Invoice shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the CONTRACTOR's Project Manager or other authorized officer.

3.19.3 Reimbursement for Expenses. CONTRACTOR shall not be reimbursed for any expenses unless specifically provided herein.

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

3.19.5 Sources of Funding. It is understood that SBCAG funding for the Services under this Contract is being provided primarily from statewide Freeway Service Patrol funds, and SBCAG Service Authority for Freeway Emergencies (SAFE) funding. It is agreed that at any time funds from statewide Freeway Service Patrol funds and/or SBCAG Service Authority for Freeway Emergencies (SAFE) funding are not available to SBCAG for the full amount of this Contract, SBCAG may terminate this Contract pursuant to Section 3.13, Termination.

3.19.6 Extra Work. At any time during the term of this Contract, SBCAG may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCAG 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 include in the Scope of Work. CONTRACTOR shall not perform, nor be compensated for Extra Work without obtaining authorization in the form of a written Extra Work Order issued by SBCAG's Representative. In the event an Extra Work Order is not issued and signed by SBCAG's Representative, CONTRACTOR shall not provide such Extra Work. However, no compensation or reimbursement for Extra Work shall be paid any Extra Work Order by SBCAG's Representative if the cumulative total of all such Extra Work under the Contract exceeds \$25,000. All Extra Work in a cumulative total in excess of \$25,000 must be approved in advance by amendment to this Contract.

3.19.7 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 SBCAG establish that such lower fees have been agreed to by CONTRACTOR with another government agency, CONTRACTOR agrees to renegotiate the fees or to refund SBCAG an amount equal to the difference between the fees indicated in this Contract and the fees charged to other government agency customer.

3.19.8 Renegotiation of Compensation due to Gasoline Price Increase or Decrease. In the event the cash price for self-service unleaded regular gasoline, as measured by a survey of metropolitan Santa Barbara gasoline station, drops below \$2.25 per gallon or increases above \$3.25 per gallon, this contract may be reopened for the sole purpose of renegotiating the hourly compensation paid to Contractor.

3.20 Prohibited Interests.

3.20.1 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, SBCAG shall have the right to rescind this Contract without liability.

3.20.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of SBCAG, during the term of his or her service with SBCAG, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising there from.

3.20.3 Conflict of Employment. Employment by the CONTRACTOR of personnel currently on the payroll of SBCAG shall not be permitted in the performance of this Contract, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the

CONTRACTOR of personnel who have been on SBCAG payroll within one year prior to 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 SBCAG, is prohibited.

3.21 Accounting Records. CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Contract. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of SBCAG during normal business hours to examine, audit, and make transcripts or copies of any and all ledgers and books of account, invoices, vouchers, canceled checks, and any other records or documents created pursuant to this Contract. All such information shall be retained by CONTRACTOR for at least three (3) years following termination of this Contract.

3.22 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 or age. 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. CONTRACTOR shall also comply with all relevant provisions of SBCAG's Minority Business Enterprise program, Affirmative Action Plan or other related SBCAG programs or guidelines currently in effect or hereinafter enacted.

3.23 Right to Employ Other CONTRACTORS. SBCAG reserves the right to employ other CONTRACTORS in connection with the Project.

3.24 Governing Law. This Contract shall be governed by and construed with the laws of the State of California.

3.25 Venue. The parties acknowledge and agree that this Contract was entered into and intended to be performed in Santa Barbara County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Santa Barbara County Superior Court. 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 hereto agree to use their best efforts to obtain a change of venue to the Santa Barbara County Superior Court.

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

3.27 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.

3.28 Notices. All notices permitted or required under this Contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<p>CONTRACTOR</p> <p>Name _____</p> <p>Title _____</p> <p>Address _____</p> <p>City, State Zip _____</p> <p>Attn: _____</p>	<p>Santa Barbara County Association of Governments (SBCAG) FSP Program 260 North San Antonio Road Santa Barbara, CA 93110</p> <p>Attn: Jim Kemp Executive Director</p>
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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.

3.29 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Contract, the language, terms and conditions contained in this Contract shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. This Contract consists of, in addition to the Exhibits attached hereto and incorporated by reference herein, the following documents ("Contract Documents"): (1) Request for Proposal dated February 4, 2009 including all of the Exhibits attached thereto and incorporated by reference and any amendment or addendum thereto (the "Request for Proposal"); and (2) CONTRACTOR's response thereto, including any amendments or addendums. In the event that provisions of this Contract conflict in any way with the provisions of the Request for Proposal, and/or CONTRACTOR's response thereto, the terms of this Contract shall control. In the event that the provisions of the Request for Proposal conflict with CONTRACTOR's response thereto, the terms of the Request for Proposal shall control. Otherwise, the Contract Documents are intended to be complementary. Services required by one of the Contract Documents and not by others shall be performed as required by all.

3.30 Amendment or Modification. No supplement, modification, or amendment of this Contract shall be binding unless executed in writing and signed by both Parties.

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

3.32 Invalidity; Severability. If any portion of this Contract is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.33 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.

3.34 Counterparts. This Contract may be signed in one or more counterparts, any one of which shall be effective as an original document.

3.35 Jury Trial Waiver. CONTRACTOR and SBCAG hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CONTRACTOR against SBCAG or SBCAG against CONTRACTOR on any matter whatsoever arising out of, or in any way connected with this Contract, the relationship of CONTRACTOR and SBCAG, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect, regardless of whether such action or proceeding concerns any contract or tort or other claim.

3.36 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 3.17, Indemnification.

3.37 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.

3.38 Disputes Any and all decisions made on appeal pursuant to this Subsection shall be in the form of a signed written letter (email is not considered written notice). Any "decision" purportedly made pursuant to this Subsection which is not in the form of a signed written letter shall not be binding upon SBCAG and shall not be relied upon by the Contractor.

Filing or giving written notice in the form of a signed written letter (email is not considered written notice) to SBCAG within ten (10) calendar days of the origin of a claim is prerequisite to recovery under a Contractor's claim for additional compensation; nothing in this subsection shall excuse the Contractor from his duty to file or give the required notices, or from performing other duties required by the contract Documents.

3.38.1 Administrative Review: Prior to making any legal claims against SBCAG, the Contractor shall exhaust his administrative remedies by attempting to resolve the dispute or claim with SBCAG's staff in the following sequence: 1) Deputy Director of Programming and Project Development, 2) SBCAG Executive Director.

Should the Deputy Director of Programming and Project Development fail to address a request by the Contractor for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may request review of the dispute or claim by the Executive Director of SBCAG.

The SBCAG Executive Director shall address disputes or claims within twenty-eight (28) calendar days after receiving such request and all necessary supporting data. The Director's decision on the dispute or claim shall be SBCAG's final decision.

Requests for review made to the Deputy Director of Programming & Project Development may be either oral or written. Requests for review made to the SBCAG Executive Director shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision to be reviewed.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

SBCAG

By: _____
Name: _____
Title: Chair, SBCAG
Date: _____

Attest:

By: _____
Name: Jim Kemp
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

By: _____
William Dillon,
Counsel for SBCAG

EXHIBIT A
SCOPE OF WORK

[INSERT SCOPE OF WORK FROM CONTRACTOR'S PROPOSAL]

EXHIBIT B

COMPENSATION AND PAYMENT

[INSERT FINAL PRICE PROPOSALS FROM CONTRACTOR'S PROPOSAL]