# ATTACHMENT B PROPOSAL DOCUMENTS

As part of your Proposal, please submit the following forms and Performance Guaranty electronically to the Project Manager by the Proposal due date:

1. Form A: Proposal Cover Letter

2. Form B: Office Location

3. Form C: Designated Manager and Office Staff

4. Form D: Experience

5. Form E: References

6. Form F: Insurance

7. Form G: Debarment and Suspension Certification

8. Form H: Restrictions on Lobbying Certification

9. Form I: California Levine Act Statement

10. Form J: Price Proposal

11. Form K: Price Proposal Spreadsheet

12. Form L: Price Proposal Spreadsheet Line Item Description

13. Form M: Financial Responsibility

14. Form N: Business License

15. Form O: Vehicle Information

16. Performance Guaranty for each beat proposing on (no Form is provided for this item)

The following forms are for reference only and should not be submitted with your Proposal:

17. Form P: Facility Inspection

18. Form Q: Vehicle Inspection

TAMC is not responsible for any errors or omissions contained in this fillabe pdf of Attachment B



# FORM A: PROPOSAL COVER LETTER

Date:	_		
TO: Laurie Williamson Transportation Agency for Mor 55-B Plaza Circle, Salinas, CA 9	•		
From:	_ BEAT (Please Circle):	Beat 1 (US 101)	Beat 2 (SR 1)
In response to the Request for Proposals (RFP) for Freeway Service Patrol, we the undersigned hereby declare that we have carefully read and examined the RFP documents and hereby propose to perform and complete the Work as required in the RFP and as indicated in these Proposal Documents.			
By signing below, we the undersigned are certifying that all information submitted to TAMC is accurate.			
The undersigned agrees to supply the proposed services at the costs indicated in its price proposal if its proposal is accepted within 180 days from the date specified in the RFP for receipt of proposals. If awarded a Contract, the undersigned agrees to execute a Contract substantially similar in form to the Sample Contract included in this RFP, Attachment E and to deliver to TAMC prior to execution of the Contract the necessary original Certificates of Insurance and endorsements, as required therein. If changes in the attached contract are desired, they are attached to this Proposal; if no changes are attached, the undersigned agrees to execute the contract substantially "as is".			
The undersigned hereby certifies that it will not unlawfully discriminate against any employee or applicant for employment or any motorist intended to be a beneficiary of FSP service with regard to race, color, religion, sex, national origin, physical or mental disability, marital status, sexual orientation or age.			
The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents: Addenda Nos. , , , and .			

# FORM A: PROPOSAL COVER LETTER, CONTINUED

Proposer represents that the following person is authorized to negotiate on its behalf with the Transportation Agency for Monterey County in connection with this RFP:		
Company Name	Signature of Authorizing Official	
Street Address	Printed Name of Authorizing Official	
City, State, Zip Code	Title	
Telephone and Fax Number	Email Address	
Business License Number	Tax ID Number	
Business License Classification		

# FORM B: OFFICE LOCATION

	Office Location (street address, city, state, zip code)* the	Minutes to
Beat	permanent location where trucks will be staged, maintained, and	Beat from
	parked overnight and in between shifts.	Office
	Street Address:	
	City, State, Zip Code:	
	city, state, zip edae.	
	Office Phone Number:	
	Office Fax Number:	
	Street Address:	
	Street/Address.	
	City, State, Zip Code:	
	Office Phone Number:	
	Office Fax Number:	
	Street Address:	
	City, State, Zip Code:	
	5.4// 5.603/ E.p 55.65	
	Office Phone Number:	
	Office Fax Number:	
	Office Lax Namber.	

Signature of Authorizing Official	Printed Name of Authorizing Official

# FORM C: DESIGNATED MANAGER AND OFFICE STAFF

Name of Designated Manager:			
De	Designated Manager is (circle one): Proposer or Staff		
Off	Office phone number of Designated Manager:		
Mo	obile phone number of Designated Manager:		
Em	Email address of Designated Manager:		
Nu	mber of years of experience in towing industry or similar field:		
Loc	Location/company where experience in towing industry or similar field was obtained:		
Ple	ease list additional office staff person(s) as appropriate:		
1.	Name of office staff person who has the authority to conduct business and make decisions on behalf of the Proposer or Designated Manager:		
	Title/Role:		
	Office phone number of Office Staff:		
	Mobile phone number of Office Staff:		
	Email address of Office Staff:		
2.	Name of office staff person who has the authority to conduct business and make decisions on behalf of the Proposer or Designated Manager:		
	Title/Role:		
	Office phone number of Office Staff:		
	Mobile phone number of Office Staff:		
	Email address of Office Staff:		

## FORM D: EXPERIENCE

Experience since January 1, 2010	No. of Years
Number of years on tow rotation with CHP or FSP	
Number of years of highway/freeway tow experience (law enforcement, auto clubs, etc.)	
Total number of years of tow service experience Since January 1, 2010	

Describe your ability to successfully and professionally manage the tow business. If you need more space, you may attach additional sheets:

1.	the type and length of experience.
2.	Ability to maintain accurate and professional accounting records/bookkeeping: describe how records are maintained and updated.

# FORM D: EXPERIENCE, CONTINUED

3.	Describe employee satisfaction including discussion of employee turnover rate, benefits (medical, dental, retirement, etc.), and driver incentive program.		
4.	Record of maintaining professional standards of performance, safety and appearance.		
5.	Quality of personnel: describe employee qualifications (i.e., certifications and training), describe any in-house employee training programs and drug policy programs.		
6.	Record of consistent routine maintenance of vehicles and equipment.		

# FORM E: REFERENCES Name of Proposer: Representative Name & Title: Phone Number and Email: Provide three complete and current references from individuals, companies, law enforcement agencies, service clubs, public agencies, etc., who are knowledgeable of the Proposers' experience and capabilities with regard to towing services. Proposers are encouraged to include references from public agencies and/or other clients for whom they have performed services similar to those described in this RFP. References from relatives and/or current FSP Staff will not be accepted. References, for which incomplete and/or inaccurate contact information is provided, may count against the Proposer during the proposal evaluation process. 1. Client's Name **Contact Person** Phone Fax E-mail **Address** Type of Work Performed Best Way to Contact? ☐ phone $\Box$ fax □ email 2. Client's Name **Contact Person** Phone Fax

□ phone

☐ fax

□ email

E-mail

**Address** 

Type of Work Performed

**Best Way to Contact?** 

# FORM E: REFERENCES, CONTINUED

3.	Client's Name			
	Contact Person			
	Phone			
	Fax			
	E-mail			
	Address			
	Type of Work Performed			
	Best Way to Contact?	☐ phone	☐ fax	□ email

#### **FORM F: INSURANCE**

Each selected Contractor must have original insurance certificates and required endorsements approved by the Transportation Agency on file before contract performance begins. Insurance carriers shall be required to have an established place of business in California.

Contractor acknowledgement to obtain and maintain, at its own expense, in effect for the duration of the contract the following insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees:

Yes (v)	Please certify by checking the boxes at left that required coverages will be provided before contract performance begins.
	(1) Workers' Compensation insurance as required by the State of California with Statutory limits. Such policy shall contain a Waiver of Subrogation endorsement in favor of TAMC.
	(2) Employer's Liability of at least \$1,000,000 per accident for bodily injury or disease.
	(3) Commercial General Liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage (if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit). Such policy shall contain a Waiver of Subrogation in favor of TAMC.
	(4) Owned, Non-Owned and Hired Automobile Liability of at least \$1,000,000 per accident for bodily injury and property damage.
	(5) On-hook Insurance of at least \$80,000 per accident.
	(6) Umbrella insurance in the amount of \$2,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.
	(7) Deductibles and Self-Insured Retentions: CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from TAMC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.
	Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

#### FORM F: INSURANCE, CONTINUED

- 1. Transportation Agency for Monterey County, the California Highway Patrol (CHP), Caltrans, their Commissioners, directors, officers, employees and agents are to be covered as additional insured under the coverages specified herein Form G, as respects: general liability arising out of activities performed by or on behalf of CONTRACTOR; automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to Transportation Agency, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents.
- 2. For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects Transportation Agency for Monterey County, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents. Any insurance or self-insurance maintained by Transportation Agency for Monterey County, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to TAMC, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents.
- 4. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. CONTRACTOR must notify TAMC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above before contract performance begins.

Signature of Authorizing Official	Printed Name of Authorizing Official
Printed Name of Company	

NOTE: If unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to TAMC's attention no later than the closing date and time for requests for clarifications/ exceptions. If such objections are not brought to TAMC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

#### FORM G: DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency.
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years.
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, i	insert the exceptions in the following space.
Exceptions will not necessarily result in denial or Bidder responsibility. For any exception noted a initiating agency, and dates of action.	
Notes: Providing false information may result in sanctions.	criminal prosecution or administrative
I declare under penalty of perjury that the foreg	
certification is signed this day of [city], County, California.	, 20 in
Signature	Printed Name and Title

# FORM H: CERTIFICATION OF RESTRICTIONS ON LOBBYING

Printed Name of Company

l, _	, hereby	certify on behalf of	that:
(r	name and title of grantee official)	(name of grante	ee)
1.	undersigned, to any person for influence mployee of any agency, a Member of employee of a Member of Congress in contract, the making of any Federal groups of any cooperative agreement, and the	been paid or will be paid, by or on behalf encing or attempting to influence an office of Congress, an officer or employee of Connection with the awarding of any Federal loan, the ne extension, continuation, renewal, ame grant, loan, or cooperative agreement.	er or ngress, or an ederal entering into
2.	person for influencing or attempting to Member of Congress, an officer or em Congress in connection with this Feder	opriated funds have been paid or will be p to influence an officer or employee of an imployee of Congress, or an employee of a seral contract, grant, loan, or cooperative a submit Standard Form-LLL, "Disclosure Fo cructions.	y agency, a Member of agreement,
3.	award documents for all subawards a	e language of this certification be include at all tiers (including subcontracts, subgra- operative agreements) and that all subre	nts, and
tra ma pe	insaction was made or entered into. Su aking or entering into this transaction in	tion of fact upon which reliance is placed ubmission of this certification is a prerequenced by Section 1352, Title 31, U.S. Confication shall be subject to a civil penalty 00 for each such failure.	uisite for ode. Any
Ex	ecuted this day of	, 20	
Si	gnature of Authorizing Official	Printed Name and Title	

#### FORM I: CALIFORNIA LEVINE ACT STATEMENT

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

The Transportation Agency for Monterey County Board of Directors includes:

Luis Alejo Mary Adan Angela Unt Chaps Podu Alejandro (	alon uri	John Phillips Dave Potter Michael LeBarre Kimbley Craig	Christophe Alison Kerr Ed Smith Ian Oglesby	·	Wendy Ro Jose Rios Christina N Gregory H	Medina Dir	ksen
politica Monter this req	l contribut ey County Juest for qu	company, or any ago ions of more than \$ Board of Directors in ualifications? tify the director:	250 to any me n the 12 mont	mber of the	Transportations the date of	on Agency	ce of
2. Do you plan to Transpo followin	or your co make any ortation Ag ng the awa	mpany, or any agen political contribution gency for Monterey and of the contract?	cy on behalf o ns of more tha County Board	f you or you ın \$250 to aı	r company, a ny member o in the three r	f the	
Answering contract to	yes to eith your firm.	er of the two questi It does, however, process for this contra	ons above doe	•			_
Signature	of Authoriz	zing Official	Pri	nted Name a	and Title		
Printed Na	me of Con	npany	Da	 :e			

#### FORM J: PRICE PROPOSAL

The undersigned's price per hour per truck represents full compensation for all costs relating to providing all services in accordance with Scope of Work. Listed below are items that proposers should consider when completing the Price Proposal. Items listed are meant to be a reference only and may not be the only items that are incurred while providing FSP service. The four-year cost for all items except for fuel prices are fixed over the duration of the contract. Fuel prices are adjusted based on the average monthly Monterey County diesel price using the Weekly Retail On-Highway Diesel Prices for California published each Monday by the Energy Information Administration of the United States Department of Energy at http://www.eia.gov/petroleum/gasdiesel/.

Labor	Vehicle/Equipment	<u>Administration</u>
- Management costs	- FSP fleet	- Office equipment
- Driver trainings/meetings	- Finance charges	- Internet access
- FSP Driver wages	- Insurance/Registration	- Postage fees
- Fringe benefits	- Warranty/Maintenance	- Employer taxes
- Travel time	- Fuel (vehicle & motorist)	- Overhead
- Overtime	- Equipment/Tools	- Profit allowances

If proposing on more than one Beat, Proposers shall submit a separate Proposal for each Beat.

Beat Number	
Net Cost (Line 16 of the Price Proposal Spreadsheet)	\$
Cost per Hour per Truck (Line 18 of the Price Proposal Spreadsheet)	\$

Signature of Authorizing Official	Printed Name and Title		
Printed Name of Company	Address		
Email Address/ Telephone Number	 Date		

FORM K: PRICE PROPOSAL SPREADSHEET (available online at www.TamcMonterey.org)

Proposer:	

Beat (Please Circle): Beat 1 (US 101) Beat 2 (SR 1) Beat 3 (US 101)

Beat (Please Circle): Beat 1 (US 101) Beat 2 (SR 1)	(US 10) Beat 3 (US 10)			(US 101)	
Items	Units Costs				
A. Vehicles & Equipment	Unit	No. of Items	Cost per Unit	Total Cost	% of Total Cost
1. Vehicles	Cells in	green are	automatical	ly calculated, do	not modify
a. Tow Trucks	Trucks		\$	\$	%
2. Finance Charges	Trucks		\$	\$	%
3. Insurance & Vehicle Registration Fees	Trucks		\$	\$	%
4. Fuel					
a. Tow Trucks	Gallons		\$ 4.00	\$	%
b. Motorist	Gallons		\$	\$	%
5. Vehicle Maintenance					
a. Parts Replacement	Trucks		\$	\$	%
b. Labor	Hours		\$	\$	%
6. FSP Equipment/Supplies (Refer to Scope of Work)	Trucks		\$	\$	%
Subtotal A (Vehicles & Equipment)				\$	%
B. Management & Drivers	Unit	No. of Items	Cost per Unit	Total Cost	% of Total Cost
7. FSP Management Costs	Year		\$	\$ -	%
8. FSP Driver Costs (B1 & B3: 6,410 Hrs, B2: 6,398 Hrs)					
a. Wages (# of Drivers:)	Hours	6,410	\$ -	\$ -	%
b. Workers Compensation	Driver		\$ -	\$ -	%
c. Taxes	Driver		\$ -	\$ -	%
9. FSP Driver Benefits					
a. Vacation/Holidays/Sick Days	Driver		\$ -	\$ -	%
b. Retirement	Driver		\$ -	\$ -	%
c. Medical, Dental, Vision	Driver		\$ -	\$ -	%
10. Driver Admin (Pre-op Inspections, Training, etc.)	Hours		\$ -	\$ -	%
Subtotal B (Management & Drivers)				\$ -	%
C. Administration	Unit	No. of Items	Cost per Unit	Total Cost	% of Total Cost
11. Administrative Costs - Office Operations	Year		\$ -	\$ -	%
12. Other (please specify)			\$ -	\$ -	%
Subtotal C (Administration)				\$ -	%
D. Final Cost Calculation					
13. Total Cost (Subtotal A + B + C)				\$ -	
14. Subtract Equipment Salvage Value		Trucks	\$ Value	Total Salva	ige Value
a. Tow Trucks			\$ -	\$ -	
15. Add Profit				\$ -	%
16. Net Cost (item 13 - 14+ 15)				\$ -	
17. Total Contract Hours (Service Hours Per Day * Total Scheduled FSP Service Days) B1 & B3: 6410 hrs, B2: 6398 hrs			6,410		
18. COST PER HOUR PER TRUCK (item 16/17)					
	_	_	_		_

Note: This spreadsheet may not contain all potential costs incurred to provide the specified FSP Service.

TAMC is not responsible for any error contained in the spreadsheet

#### FORM L: PRICE PROPOSAL SPREADSHEET LINE ITEM DESCRIPTION

Below is a worksheet designed to assist Proposers with the completion of the Form K, Price Proposal Spreadsheet. All figures listed here should be reflected in the Price Proposal Spreadsheet. For a listing of non-allowable costs which should not be included in the Price Proposal Spreadsheet, see Item 10.F, Non-Allowable Costs, of Attachment D, Scope of Work.

## **VEHICLES AND EQUIPMENT**

VLII	ICLES AND EQUIPIN	LIVI	
1.	Vehicles	a. Tow Trucks: List The name of truck dealer and builder, and the cost of each completely outfitted truck.	
2.	Finance Charges	List the name of the company financing the loan and finance charges per year for each truck.	
3.	Insurance and Vehicle Registration Fees	List the annual cost of insurance for Employer's Liability (1,000,000), Commercial General Liability (\$1,000,000), On-Hook Liability (\$60,000) and Umbrella Liability Insurance (\$1,000,000). Also list the annual cost of vehicle registration per vehicle.	
4.	Fuel	<ul> <li>a. Tow Trucks: List the number of gallons of fuel estimated for TOW TRUCKS per month per truck.*</li> <li>b. Motorist: List the number of gallons of fuel estimated for MOTORISTS per month per truck.</li> </ul>	

# FORM L: PRICE PROPOSAL SPREADSHEET LINE ITEM DESCRIPTION, CONTINUED

5. Vehicle	a. Parts Replacement:	
Maintenance	Specify the type of	
	parts replaced,	
	occurrence of	
	replacement and the	
	cost for replacement	
	per truck.	
	b. <u>Labor</u> : Specify the	
	type of routine	
	maintenance	
	occurrence and cost	
	per truck.	
6. FSP	Specify the quantity and	
Equipment/	cost of each item	
Supplies	included in the category	
	(i.e. driver uniforms,	
	raingear, equipment,	
	etc.).	

# **MANAGEMENT AND DRIVERS**

7.	FSP Management Costs	Specify the items included in "management costs" and list the costs per year.	
8.	FSP Driver Costs	a. Wages: Specify the wage rate of each FSP driver; list any anticipated raises and/or overtime.	
		<ul> <li>b. Worker's     Compensation: List     the annual cost of     worker's     compensation     insurance per FSP     Driver.</li> <li>c. Taxes: List the annual     cost of taxes per FSP     Driver.</li> </ul>	

# FORM L: PRICE PROPOSAL SPREADSHEET LINE ITEM DESCRIPTION, CONTINUED

0.5:		
9. Driver	a. <u>Vacation/ Holidays/</u>	
Benefits	Sick Days: List the	
	annual cost of paid	
	vacation, holidays and	
	sick days per driver or	
	state "N/A" if not	
	applicable.	
	b. Retirement: List the	
	company retirement	
	contribution and	
	describe the	
	retirement plan or	
	state "N/A" if not	
	applicable.	
	c. Medical/ Dental/	
	<u>Vision</u> : Describe	
	provided benefits and	
	cost per driver.	
	Specify whether or not	
	dependents are	
	included.	
10. Driver	List the costs associated	
Administration	with the driver's	
	attendance at FSP and	
	company training	
	sessions and 15 minute	
	pre-operation vehicle	
	inspections.	

# **ADMINISTRATION**

11. Administrative Costs	Specify items and annual cost of each item included in this category.	
12. Other	Specify items and annual costs of other items.	

#### FORM M: FINANCIAL RESPONSIBILITY

All Proposers must submit evidence of financial responsibility. To meet this requirement, each Proposer must submit the following:

1. A Dunn and Bradstreet Report <u>or</u> a credit report by a recognized credit reporting service, issued after December 31, 2020

and at least one of the following three (3) items:

- 2. A reference letter from the Contractor's Bank
- 3. Federal Income Tax Returns from the two most recent years available, and/or
- 4. Profit/Loss Statement for the two most recent quarters available

The financial responsibility information is requested for determining financial responsibility only and will be received as confidential by TAMC. As such, it will not become part of TAMC's public record unless compelled by a court order.

Only one copy of documentation relating to the proposer's financial responsibility is necessary regardless of how many beats the proposer is submitting a proposal for. This information should be packaged separately. This information will be received as confidential and shredded upon committee action on the tow service contract awards.

# **FORM N: BUSINESS LICENSE**

All proposers <u>must attach</u> a copy of their curren office listed in Form B, Office Location, is located	•
Contractor Name	Business License Number
City in which business license was obtained	Business License Classification

# FORM O: VEHICLE INFORMATION Beat No: \_\_\_\_\_ Total No. of Trucks: \_\_\_\_ Provide vehicle information on all the trucks that the specific beat requires. If a back-up truck is required, indicate which vehicle will be the back-up truck and provide the same vehicle information. Vehicle Information: (VEHICLE QUOTES MUST BE ATTACHED) Truck No. 1 Back-up Truck Manufacturer: Model: Year: Current Mileage: \_\_\_\_\_ Vehicle Identification Number: If you do not currently own all trucks needed for beat service, include an explanation below of how you plan to acquire them. If the contractor indicates his/her intention to purchase a new vehicle(s), contractor is obligated to use the new vehicle(s) on the specific beat noted on the top of this page. Truck Acquisition Explanation: \_\_\_\_\_

#### FORM P: FACILITY INSPECTION (For Reference Only; do not submit with Proposal)

The Facility Inspection consists of a site inspection of the office location(s) listed in Form B, Office Location. The Facility Inspection shall be performed by the FSP Partners. Office locations not listed in Form B, Office Location, will not be inspected.

#### Facility Items Required at Time of Inspection:

The following list of items must be in place and operational at the time of inspection, otherwise the proposer shall be found non-compliant and will not be eligible for contract award.

# 1. Communication Tools

- A. Telephone: A dedicated business telephone is required. A single business telephone that is used for day-to-day business as well as any FSP activity is acceptable. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc.
- B. Fax Machine: A fax machine at the facility at which the Freeway Service Patrol vehicles are to be parked/maintained, must be operational twenty-four (24) hours per day, seven (7) days per week.

# 2. Accounting records/bookkeeping system

Proposers must have adequate storage and a backup system for computer files that provides assurance that they meet TAMC's bookkeeping requirements. The FSP Partners may ask to visually inspect physical filing systems and hardcopy of existing business files. Sample excerpt from Contract:

CONTRACTOR shall maintain full and adequate books, records, and accounts relevant to its performance under the Agreement for a minimum of three years after final payment under this Contract. CONTRACTOR shall permit the authorized representatives of TAMC, and any other government agency designated by TAMC (including the United States Department of Transportation and the Comptroller General of the United States) to inspect and audit all such records of CONTRACTOR from the effective date of the Contract through the specified retention period.

#### 3. Safety Policies

Proposers must have written safety policies displayed or readily accessible by employees in hardcopy format for tow/vehicle operations and workplace safety.

#### 4. Facility Security

The Proposer shall be responsible for the security of vehicles and property at their facility. At a minimum, Proposers must have a secure area to store vehicles at facility, including contractor controlled access to facility where vehicles are stored such as a fenced or enclosed area. The Contractor is responsible for the reasonable care, custody, and control of any property contained in its facility.

#### FORM P: FACILITY INSPECTION, CONTINUED (For Reference Only; do not submit with Proposal)

## 5. <u>Professional Workplace Environment</u>

Proposers must maintain a non-offensive and harassment-free workplace in accordance with federal and state regulations.

#### 6. Computer Equipment

A computer, modem, and an Internet/e-mail account to receive e-mail messages from FSP Partners are required. A test email may be sent by the FSP partners during inspection to confirm the email account. All computer equipment must be operable during the duration of the FSP Contract. Computer software must be compatible for Microsoft Office and Acrobat Reader use.

#### 7. Drug Policy

The proposer shall have in place a written substance abuse policy requiring alcohol and drug testing for all drivers, consistent with Federal Highway Administration (FHA), Department of Transportation (DOT) CFR 49 part 382, Regulations on Controlled Substance and Alcohol Use and Testing. For details, refer to the SOP.

# FORM P: FACILITY INSPECTION, CONTINUED (For Reference Only; do not submit with Proposal)

FACILITY INSPECTION FORM		
Towing Company:		
Site Address:		
Beats:		
Contractor's facility must pass inspection. The Contractor will not be eligible for co if any items required at time of inspection fail ("No" Answers from the following ins		
Inspection Items Required at Time of Inspection	Yes	No
Telephone Operational?		
Confirm Telephone Number:		
Fax Machine Operational?		
Confirm Fax Number:		
Accounting Records and Bookkeeping: Adequate storage and backup system for computer files that provides assurance that bookkeeping requirements are met.		
Safety Policies: Written safety policies on display or readily accessible by		
employees in hardcopy format for tow/vehicle operations and workplace safety.		
Facility Security: Secure area to store vehicles at facility, including contractor controlled access to facility where vehicles are stored such as a fenced or enclosed area.		
Professional Workplace Environment: Workplace is non-offensive and harassment free.		
Computer Operational with Email and internet Access: Computer software must be compatible with Microsoft Office and Adobe Acrobat Reader.		
Confirm email address:		
Drug Policy Program in Place (See FSP Manual)		
Observations (Add additional sheets if necessary)		

# FORM P: FACILITY INSPECTION, CONTINUED (For Reference Only; do not submit with Proposal) Facility Inspection Result (indicate Pass or Fail) \_\_\_\_\_ Pass \_\_\_\_\_ Fail Record of Facility and Working Environment Inspection: Today, I have completed an evaluation of both the facility and the working environment of the above listed towing company. I have attempted to remain both fair and reasonable in recording these answers. Date \_\_\_\_\_\_ Time Signature of FSP Inspector Printed Name and Title of FSP Inspector The FSP representative listed above has reviewed the facility inspection with me and indicated clearly why particular items were marked "No".

Signature of Tow Contractor

Printed Name and Title of Tow Contractor

#### FORM Q: VEHICLE INSPECTION (For Reference Only; do not submit with Proposal)

Prior to the scheduled inspection, proposers must identify three (3) vehicles for inspection by the California Highway Patrol (CHP) via fax or email to the FSP partners. The three vehicles must be available during the site visit, at which time CHP will randomly select one of the three for inspection. If proposer has less than three (3) vehicles, then proposers must pick two or one vehicle accordingly. The vehicles for inspection do not need to be FSP fleet vehicles; however, they must be tow trucks (not pickup trucks).

Not having all three vehicles available or on time for the inspection will result in an automatic fail. If a contractor has more than one proposed facility, the vehicle inspection only needs to be conducted at one of the proposed facilities.

Towing Company:		
Vehicle License No.:	Vehicle Year:	
Beats:		

The California Highway Patrol (CHP) will inspect the items listed herein on one operational tow vehicle. The vehicle inspection consists of a mechanical inspection and a condition inspection. A tow vehicle with more than three (3) "Minor Item" violations will receive a "fail". A tow vehicle in violation of one (1) or more inspection items under the "Unsafe Violations" category will receive a "fail". If a truck fails inspection, the proposers will not be eligible for contract award. Not having all three vehicles available or on time for the inspection will result in an automatic fail.

The following is the checklist that CHP will utilize to inspect the tow vehicle.

#### Minor Items

**VEHICLE INSPECTION FORM** 

Inspection Item	Yes	No	Additional Remarks
Registration Card			
Lighting System			
Beam Indicator			
Rear Lamps with Cord			
Backup Lamps (1969+)			
Turn Signals			

# FORM Q: VEHICLE INSPECTION, CONTINUED (For Reference Only; do not submit with Proposal)

Windshield/Wipers		
Mirrors		
Horn		
Broom		
Shovel		
Fire Extinguisher (4B, C)		
Rating Plates		
Controls Labeled		
Booster Battery/Hot Box		
Wheel Tie Down Straps		
Claw (if applicable)		
Cleanliness		
Paperwork (F/R & Reg)		

# **Unsafe Violations**

Inspection Item	Yes	No	Additional Remarks
Parking Brakes			
Tire Tread			
Safety Chains			
Wrecker Boom Assembly			
Hydraulic Hoses/Valves			
Pivot Pin			
"L" Arm (if applicable)			
Tow Sling Assembly			
Bed Pivot (C/C)			

# FORM Q: VEHICLE INSPECTION, CONTINUED (For Reference Only; do not submit with Proposal)

Bed Safety Locks (C/C)	
Sling Pads	
Steering	
Frame	
Suspension	
Wheels/Tires	
Motor Carrier Permit	
Registration Current	
Additional Information (add addit	onal sheets if necessary)
Facility Inspection Result (indicat	Pass or Fail) Pass Fail
Record of Vehicle Inspection:	
Today, I have completed an inspe	tion of the vehicle noted above.
Date	Time
Signature of CHP Inspector	Printed Name and Title of CHP Inspector
The CHP representative listed about indicated clearly why particular items.	ve has inspected the vehicle noted above with me and ms were marked "No".
Signature of Tow Contractor	Printed Name and Title of Tow Contractor