



REQUEST FOR PROPOSALS

*THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) INVITES
CONSULTANTS TO SUBMIT THEIR PROPOSALS FOR:*

FREEWAY SERVICE PATROL

You are invited to submit your proposal to provide tow services for the above project. Proposals are due via email to the project manager, Laurie Williamson at laurie@TamcMonterey.org by **12:00 noon Pacific Daylight Time on Thursday, April 15, 2021.**

The Request for Proposals and supplemental information, if any, are available on the TAMC website (www.tamcmonterey.org) in Adobe Acrobat (PDF) format or may be obtained by contacting the project manager specified above.

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

DATE: March 26, 2021

TO: Interested Consultants

FROM: Debra L. Hale, Executive Director

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

INVITATION

You are invited to submit a Proposal for the referenced services.

Please submit one (1) digital copy of your Proposal to the office of the Transportation Agency for Monterey County via email to Laurie Williamson at laurie@TamcMonterey.org by **12:00 noon PDT on Thursday, April 15, 2021**. There is no requirement to submit a paper copy of your proposal. Proposals received after the date and time specified above will not be considered.

Proposals shall be considered firm offers to enter into a contract, as described in this RFP, for a period of one hundred eighty (180) days after the proposal due date.

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

BACKGROUND

The Transportation Agency for Monterey County ("TAMC" or the "Agency") is a state-designated public agency with regional transportation planning responsibilities, including rail planning, that cross city-county boundaries. TAMC is committed to planning, funding and delivering transportation projects for the region. The Agency is also committed to providing information to the public about its projects, plans and activities, ensuring public participation and fostering public understanding of its functions.

TAMC's Board of Directors includes twenty-three members who consist of local officials from each of its twelve incorporated cities and five county supervisorial districts, and ex-officio members from six public agencies. The mission of TAMC is to proactively fund and plan a transportation system that enhances mobility, safety, access, environmental quality and economic activities by investing in regional transportation projects for Monterey County residents, businesses and visitors.

PROJECT DESCRIPTION

This request for proposals will be used by TAMC to select a consultant or consultant team to provide Freeway Service Patrol services in accordance with this RFP. Freeway Service Patrol (FSP) vehicle operators provide “quick fix” services to motorists as well as providing towing needs for minor collisions to designated drop locations. TAMC anticipates awarding three (3) contracts, one for Beat 1, one for Beat 2 and one for Beat 3; these contracts may be awarded to the same consultant or multiple consultants.

Attachment A is a draft Scope of Work. A final Scope of Work will be made a part of the professional services agreement between TAMC and the consultant. A copy of the standard TAMC agreement anticipated to be utilized is Attachment B. Any requests to modify the standard contract provisions must be made as part of the request for proposals. A single document will be prepared between the Consultant and TAMC consistent with the provisions of these attachments.

It is important that the consultant have the capability to work closely with Agency staff. The consultant or consultant team must be prepared to undertake whatever liaison and meetings are required to satisfy this requirement.

PROJECT BUDGET

The estimated budget for this work is \$1,410,000.00 in California Department of Transportation and Service Authority for Freeway Emergencies (SAFE) program funding. There is no federal funding on this project. Funding for the FSP Program is subject to annual budget decisions. In the event funding for this program is not available for the full four-year contract(s), TAMC will notify the tow operators in accordance with Section 6, Termination, of the executed contract(s).

PROJECT SCHEDULE

This project is anticipated to take approximately four (4) years to complete, starting on July 1, 2021 and being completed by June 30, 2025.

SELECTION PROCESS

TAMC will establish a review committee to review the proposals. This review may be followed by an oral interview between a review committee and the firm(s) that respond(s) best to the RFP. Based on the recommendations of the review committee, TAMC staff will issue a “Notice of Intent to Award” notice to all responders, indicating staff’s intent to negotiate with the specific firm considered to be the most qualified consultant or consultant team.

Staff will then attempt to negotiate a final Scope of Work for the project with that firm. The final Scope of Work will include a full description of each task, a description of deliverable products, and a schedule of the due dates for the deliverable products and other important milestones. Upon successful completion of negotiations, the consultants or consultant teams will be recommended to the TAMC Board for final selection and contract approval.

Should the most qualified consultant or consultant team and TAMC fail to successfully negotiate a final scope of work and a mutually agreed upon Fee Schedule for these consulting services, then TAMC reserves the right to enter negotiations with the next most qualified candidate for performance of the work.

Further, the Agency may, or may not, also negotiate contract terms with selected proposers prior to award, and expressly reserves the right to negotiate with several proposers simultaneously and, thereafter, to award a contract to the proposer offering the most favorable terms to the Agency. Proposals submitted, therefore, should contain the proposers' most favorable terms and conditions, because the selection and award may be made without further discussion with any proposer. The Agency will submit the proposal considered to be the most responsive and competitive to the Board of Directors for consideration and selection. The Agency reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all proposers at any stage of the evaluation.

QUESTION & ANSWERS, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, ADDENDA

This Request for Proposals and any addenda will be posted on the Agency's website (www.tamcmonterey.org). Questions and answers regarding the request for proposals will also be posted on the website. All prospective proposers are responsible for checking the website for any addenda to the Request for Proposals, and the proposal must acknowledge all addenda issued in order to be considered responsive. To receive email notifications of addendums to this Request for Proposals, prospective proposers must submit an email request to the Project Manager.

Any requests for clarification or exceptions to requirements in this Request for Proposals must be received by the Agency no later than **12 noon, PDT, on Tuesday, April 6, 2021**, to guarantee response or consideration. Responses to questions concerning this Request for Proposals posed before this deadline will be posted on the Agency's website (www.tamcmonterey.org).

PROCUREMENT SCHEDULE

Date/ Timeframe	Task
Friday, March 26, 2021	Distribute RFP
Tuesday, April 6, 2021	Deadline for questions and/or requests for clarification or exceptions by 12:00 pm noon PDT
Thursday, April 15, 2021	Proposals due by 12:00 pm noon PDT
Fri., April 16 – Wed., April 28, 2021	Review proposals, interviews (if necessary), contractor site visits and contract negotiation
Wednesday, May 26, 2021	Bring contracts to TAMC Board for approval
Thursday, July 1, 2021	Begin Contracts

MISCELLANEOUS**A. Modification or Withdrawal of Submittals**

Any Proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, however, the modified Proposal must be received by the time and date specified above.

B. Property Rights

Any Proposals received within the prescribed deadline become the property of TAMC and all rights to the contents therein become those of TAMC.

C. Confidentiality

Before award of the contract, all Proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all Proposal), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the Proposal confidential will be regarded as non-effective and will be disregarded.

D. Amendments to Request for Qualifications

TAMC reserves the right to amend the Request for Proposals by addendum before the final Proposal submittal date.

E. Non-Commitment of TAMC

This Request for Proposals does not commit TAMC to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

F. Conflict of Interest

The prospective consultant shall disclose any financial, business or other relationship with TAMC that may have an impact upon the outcome of this contract or TAMC construction project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or TAMC projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on TAMC projects.

G. Nondiscrimination

The prospective consultant must certify compliance with nondiscrimination requirements of TAMC pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated on the cover letters shall constitute a certification under penalty of perjury under the laws of the State of California that the proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

H. Final Selection and Protests

The RFP process is considered concluded when a "Tentative Award" letter is sent to all participating consultants indicating which consultant will be recommended for Board approval. The firm recommended is not a final selection and no contract is certain until approved by TAMC Board of Directors.

Protestants shall submit a detailed written statement of protest to:

Transportation Agency for Monterey County
55-B Plaza Circle, Salinas, CA 93901

no later than five (5) business days after receipt of the Tentative Award letter described above.

QUESTIONS

If you need assistance or have any questions, please email the Project Manager, Laurie Williamson, at laurie@TamcMonterey.org.

Attachments:

- A. Background and Proposal Requirements
- B. Proposal Documents
- C. Sample Monthly Hourly Rate Calculation
- D. Scope of Work
- E. Sample TAMC Standard Agreement for Professional Services (Contract)

ATTACHMENT A

BACKGROUND AND PROPOSAL REQUIREMENTS

1. FREEWAY SERVICE PATROL PROGRAM

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

The FSP Operator’s Manual, also referred to in this RFP as the SOP (Standard Operating Procedures), explains the types of incidents to which tow drivers may be dispatched and the proper procedures to perform services. This manual will be distributed to all Proposers who attend the Proposers’ Conference and will be made available on the TAMC website at www.tamcmonterey.org during the procurement process. Proposers are responsible for becoming familiar with the requirements of the FSP SOP (subject to change), which will be incorporated by reference into the TAMC contract with each selected proposer. Tow service under contracts resulting from this RFP will begin on or after July 1, 2021 and will continue for four (4) years for both beats.

2. CONTRACTOR REQUIREMENTS

A. Minimum Business Qualifications

To be eligible to submit a proposal, a proposer must have the following:

1. A valid Business License
2. A minimum of three (3) years of experience in operating tow service for the California Highway Patrol Rotational Tow Program, or
3. A minimum of three (3) years of experience in the Freeway Service Patrol program of which one (1) year may be substituted for highway/freeway tow experience with local law enforcement, auto clubs, etc.

All experience must be within January 1, 2010 to present.

In addition, at the time of proposal submission, all Proposers must maintain a local office or have a proposed staging/parking satellite location (noted in Attachment B, Form B, Office Location) located within 20 minutes driving time (at the speed limit) of the beat(s) for which the Proposer has submitted a proposal. The office must be staffed by a person who has the authority to conduct business and make decisions on behalf of the contractor. If the Proposer intends to use a staging/parking/satellite location, it is not necessary that it be staffed; however, it shall be a secure location with adequate storage space for the FSP vehicle(s) and related FSP Equipment (flares, sand, data collection equipment, etc.). Drivers operating from the staging/parking/satellite location must have the ability to communicate with the main office location at all times.

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

B. Proposer Responsibility

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

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

1. A Dunn and Bradstreet Report or 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.

To assist TAMC in assessing the other elements of responsibility, TAMC may contact Proposers' references.

C. Operations Requirements

The operations requirements pertaining to beat locations, schedules, equipment, and operators are set forth in Attachment D, Scope of Work. By submitting a proposal, each Proposer agrees to perform in accordance with the detailed tasks as outlined in the Scope of Work.

D. Insurance

The selected Contractor shall be required, at its own expense, to obtain and maintain in effect for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. Contractor shall fully comply with the insurance requirements as listed on Form F, Insurance.

If the lowest responsive proposer cannot provide the required insurance to TAMC within five (5) business days of notice of award, TAMC at its sole option may deem that proposer unresponsive and move the award to the next lowest responsive responsible proposer.

The selected Contractor must have original insurance certificates and endorsements approved by TAMC on file before contract performance begins, including endorsements naming TAMC as an additional insured on all liability policies. All insurance required shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Insurance carriers shall be required to have an established place of business in California. TAMC may request a claims report at any time.

3. PROPOSAL REQUIREMENTS

Proposers must include in their proposal the following forms as described below and contained in Attachment B, Proposal Documents. Proposals not complying with these provisions may be considered non-responsive.

A. Form A: Proposal Cover Letter

The Proposal Cover Letter includes an acceptance of the Sample Contract contained in Attachment E, Sample TAMC Standard Agreement for Professional Services (Contract). If a Proposer wishes to request any changes to the sample Contract, such requests must be included in their proposal submission or it shall be understood that the Proposer accepts the sample Contract in its entirety.

B. Form B: Office Location

All Proposers must maintain an office within 20 minutes driving time (at the speed limit) of the beat(s) for which the proposer has submitted a proposal. The office must pass inspections and uphold all office supply requirements regarding communications, record keeping, etc. throughout the contract period. In addition, this office will be the permanent location from where FSP tow business will be conducted and where the FSP vehicles will be staged, maintained, and parked overnight or in between shifts for that specific beat(s). Locations other than those listed on Form B, Office Location, will not be accepted. The office must be staffed during the hours of 8 a.m. through 5 p.m.,

Monday-Friday with either the Designated Manager or Office Staff listed in Form C, Designated Manager and Office Staff.

C. Form C: Designated Manager and Office Staff

All Proposers must have a Designated Manager for the project with at least two (2) years of experience in the towing industry or similar field. The Designated Manager may be the proposer or office staff person(s) who can make decisions on behalf of the proposer and must be available by telephone or email during FSP operating hours and respond to telephone calls, faxes and emails received from the FSP Partners within two (2) hours if an action or response is required. Failure to respond will result in a fine of One Hundred Dollars (\$100) unless TAMC determines that the delay was reasonable under the circumstances. If the Designated Manager is also an FSP driver, he/she must delegate his responsibilities to an Office Staff while the Designated Manager is on shift.

If there are other staff members who can make decisions on behalf of the proposer or Designated Manager, they shall also be included in Form C, Designated Manager and Office Staff. Selected proposers must immediately notify TAMC and CHP of changes to the Designated Manager or Office Staff during the contract period.

D. Form D: Experience

At a minimum, Proposers must have the following experience:

1. A minimum of three (3) years of experience in operating tow service for the California Highway Patrol Rotational Tow Program, or
2. A minimum of three (3) years of experience in the Freeway Service Patrol program of which one (1) year may be substituted for highway/freeway tow experience with local law enforcement, auto clubs, etc.

All experience must be within January 1, 2010 to present.

E. Form E: References

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

F. Form F: Insurance

Insurance Requirements are included in this RFP (Form F, Insurance) and Contractor must fully comply with the requirements as listed. If the proposer(s) selected for award cannot provide the required insurance to TAMC within five (5) business days of notice of award, the Agency, at its sole option, may deem that proposer unresponsive and move the award to the next lowest responsive responsible proposer.

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

G. Form G: Debarment and Suspension Certification

Complete, sign and submit the certification regarding debarment and suspension.

H. Form H: Restrictions on Lobbying Certification

Complete, sign and submit the certification regarding restrictions on lobbying.

I. Form I: California Levine Act Statement

State law requires Proposers to disclose campaign contributions to any individual of the TAMC Board of Directors exceeding Two Hundred Fifty Dollars (\$250.00). All Proposers are required to complete the California Levine Act Statement.

J. Form J: Price Proposal

Each proposal shall include a four-year net cost and an hourly rate for operating the required number of FSP vehicles and drivers during the hours of operation for the specified beat as described in Attachment D, Exhibit D-2, Proposed Implementation Plan, as well as for furnishing all labor, materials, tools, fuel (operating as well as for motorists), equipment, operating costs. Insurance overhead, travel time to and from beat(s), fringe benefits, internet access, postage fees and incidentals as required in this RFP. Though overtime hours are not anticipated in this project, the proposal shall also include a proposed structure and basis for overtime pay. Office to office communication between the FSP Partners and the Proposers shall be conducted via email, thus Proposers must have internet access and be able to run Microsoft Office 2003, or newer version as well as the free version of Acrobat Reader in order to send and receive compatible documents. The hourly rate shall also include costs associated with operators' attendance at mandatory training classes and safety meetings and FSP partners meetings as required in this RFP, and the required pre-operation vehicle inspections. The hourly rate furnished by the Proposer in Form I, Price Proposal Spreadsheet, will be the basis for calculating the variable hourly rate. For an example, see Attachment C, Sample Monthly Hourly Rate Calculation.

K. Form K: Price Proposal Spreadsheet

Each proposal shall also include, in addition to the hourly rate provided in Form J, Price Proposal, a detailed breakdown of costs. The detailed breakdown of costs will not be designated as confidential and will become part of TAMC's public records.

In order to simplify cost calculations, an electronic copy of the Price Proposal Spreadsheet is available by contacting the Project Manager via email (laurie@TamcMonterey.org) or by downloading from the TAMC website (<https://www.tamcmonterey.org/bids-and-proposals>). The spreadsheet is in excel format. It is strongly recommended that Proposers use the blank spreadsheet when preparing their cost calculations. If a Proposer would rather use its own version of a price proposal spreadsheet, then it must contain the exact same categories and provide the same qualitative and quantitative information as contained in the Price Proposal Spreadsheet.

For evaluation purpose only, TAMC has set the tow fuel price included in the Price Proposal Spreadsheet (line 4a) at \$4.00 per gallon.

During the duration of the contract, the contractor shall calculate the average monthly Monterey County diesel price for each month 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/>. The California Weekly Retail On-Highway Diesel Prices shall be escalated by 3% to determine the Monterey County Weekly Retail On-Highway Diesel Price and account for the higher petroleum fuel prices in the Monterey County region of California. The Average Monthly Monterey County diesel fuel price will be determined by averaging the Monterey County Weekly Retail On-Highway Diesel Price on the Monday of each week in which the majority (four out of seven) of the weekdays fall within the corresponding month.

L. Form L: Price Proposal Spreadsheet Line Item Description

Each proposal shall include a detailed description of the items that are included in each category of the Price Proposal Spreadsheet. This description shall include all expenses requested in each category of Form L, Price Proposal Spreadsheet Line Item Description. Proposers are responsible for adhering to the stated costs in the Price Proposal Spreadsheet. Failure to provide for certain items as listed may result in a lowering of the contractor's hourly rate and, depending on the severity of the deviation, may result in the cancellation of the contract. TAMC reserves the right through the audit clause in its contract, to confirm a tow contractor's compliance with all items listed in the price proposal spreadsheet.

M. 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 or 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.

N. Form N: Business License

All proposers must currently hold and provide a photocopy of their current business license from the city in which their office is located.

O. Form O: Vehicle Information

Each proposal shall include the year, manufacturer, model, current mileage, Gross Vehicle Weight Rating (GVWR) and Vehicle Identification Number (VIN) of each vehicle that will be used for the project. The same information shall be provided for the backup vehicle. If a potential Proposer does not own the vehicles, but plans to acquire the vehicles, an explanation to as how these vehicles will be acquired and the timeline for acquisition shall be provided. In addition, the Proposer must specify whether the vehicles will be operating from the main office or the staging/parking/satellite location.

All vehicles must be ready at the start of the contract. Selected Proposers must notify TAMC immediately if any of the vehicles will be late. TAMC may allow the temporary use of approved former FSP vehicles if the new FSP vehicles are not ready by the contract start date. Contractors will be paid at 10% off of the currently hourly rate for the beat until the new FSP vehicles are available for use. If one vehicle is late, including a backup vehicle, all vehicles serving that beat will be paid at this lower rate.

P. Form P: Facility Inspection (for reference only, do not submit with your Proposal)

The Facility Inspection consists of a site inspection of the office location(s) listed in Form B, Office Location, and a validation of required items listed in Form P, Facility Inspection. Proposers are expected to have all requirements in place by the time of inspection. Each proposed office location detailed on Form B will be inspected and, if passes the inspection, will become the permanent location from where FSP tow business will be conducted and where the FSP vehicles will be staged, maintained, and parked overnight or in between shifts for that specific beat(s).

Form P, Facility Inspection, is for reference only and does not need to be included in your submitted.

Q. Form Q: Vehicle Inspection (for reference only, do not submit with your Proposal)

The California Highway Patrol (CHP) will conduct a vehicle inspection which will consist of a mechanical inspection and condition inspection. 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 the 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 vehicles 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.

Form Q, Vehicle Inspection, is for reference only and does not need to be included in your submitted.

R. Performance Guaranty

All Proposers will be required to post a Performance Guaranty with each beat proposal in the form of a One Thousand Dollar (\$1,000) cashier's check payable to the Transportation Agency for Monterey County. Each check should include the company name and the beat for which the performance guaranty is being submitted. Checks should not expire before December 31, 2021. Other forms of payment will not be accepted and may result in disqualification.

Performance Guaranty checks shall be returned to unsuccessful Proposers within ten (10) working days of being notified of their non-selection, and to successful Proposers after the successful completion of six (6) months of service. If a back-up contractor is selected to perform FSP service, the contractor will then be asked to post a Performance Guaranty in the form of a One Thousand Dollar (\$1,000) cashier's check payable to the Transportation Agency for Monterey County prior to the beginning of service.

Proposals shall be valid for one hundred eighty (180) days after the proposal due date. If a Proposer defaults or a back-up Proposer declines a beat's contract or defaults within the first six (6) months of service, the Performance Guaranty of each in its entirety will be forfeited.

4. PROPOSAL EVALUATION

TAMC staff will conduct an initial review of the proposals for adherence to the minimum qualification and inclusion of items requested in the RFP. Proposers failing to meet the minimum qualifications may not be considered. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation criteria listed below will be considered non-responsive and will not be evaluated.

A. Evaluation Criteria

Proposals from Proposers who meet the minimum requirements set out in Contractor Requirements elsewhere in this RFP will be evaluated based on the following criteria:

1. **Price (30 points):** Total price for the proposed tow service, as noted on Line 16, Net Cost, of Form K, Price Proposal Spreadsheet, contained in Attachment B.
2. **Management (35 points):** The ability to successfully and professionally manage the business including:
 - a. Demonstrated ability to manage company operations
 - b. Ability to maintain accurate and professional accounting records/bookkeeping
 - c. Ability to maintain high levels of customer and employee satisfaction
 - d. Record of maintaining professional standards of performance, safety and appearance
 - e. Record of consistent routine maintenance of vehicles and equipment
 - f. Quality of personnel, and
 - g. Quality of proposal

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

3. **Quality of Tow Service (35 Points):** The FSP program sets high standards for its tow contractors and operators. The Evaluation Committee will evaluate whether the tow contractor has demonstrated the ability to provide the level of service that is required in the Monterey County Freeway Service Patrol Standard Operating Procedures Manual (SOP). Incumbent tow contractors will be rates according to the existing level of performance within the program, including adherence to the SOP and prior contracts. In addition, references may be contacted to confirm the Evaluation Committees findings. For two contractors not currently in the FSP Program, an extensive reference check will be conducted to determine the quality of service that can be expected. All contact information provided for each reference

shall be complete and current. References with incomplete and/or inaccurate contact information will not be considered during the evaluation process. TAMC reserves the right to check references obtained from any source. Information obtained from site visits described below may also be used to evaluate quality.

B. Site Visits/Proposer Discussions

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

The site visits will be conducted by an evaluation panel. Site visits will be scheduled with Proposers no later than one (1) week prior to the visit. The site visit will include an on-site interview and inspection of the facilities and equipment. The purpose of the site inspection is to permit evaluators to secure information not available in the proposals to enable the panel to evaluate the contractor's ability to manage the business and ability to operate tow service according to FSP needs and standards.

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

1. **On-Site Interviews:** On-site interviews will be conducted at the Proposer's office location.

The owner or manager will be questioned on the following:

- a. knowledge of the FSP Program
- b. the contractor's facilities and equipment
- c. management
- d. office/field operations, and
- e. other factors deemed appropriate by the evaluation panel

Office personnel will be evaluated in terms of the following:

- a. effective dispatching
- b. filing and record keeping, and
- c. general organization, including familiarity with the required computer operations

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

2. **Facilities and equipment:** The site inspection team will inspect the Proposer's facilities and equipment, including the following:
 - a. quality and maintenance of existing tow trucks
 - b. facility space and security
 - c. upkeep and arrangement of equipment, and
 - d. maintenance and repair facilities

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

3. **Office Organization:** The site inspection team will inspect the Proposer's office organization, including the following:
 - a. staffing
 - b. filing system
 - c. record keeping (including insurance, vehicle registrations, etc.)
 - d. dispatch and information keeping systems, and
 - e. overall environment and upkeep

This component does not apply to satellite locations.

During site visits, evaluation panel members on the site inspection team will also notify proposers of specific miscalculations and/or concerns, if any, arising out of their Price Proposal Spreadsheet.

4. **Price Proposal Spreadsheet Discrepancies**

Following site visits, TAMC may give proposers the opportunity to revise their price proposal spreadsheets to address the concerns raised during the site visit. Proposers will be given three (3) business days to correct any deficiencies. Upon receipt of the revised price proposal spreadsheet, if necessary, the evaluation panel will conduct a final evaluation, taking into consideration the site visit reviews, reference checks and the revised price proposal.

5. GENERAL CONDITIONS

A. Operational Requirement

If awarded a contract, the contractor shall have thirty-five (35) days, from the date of notification of award of contract, to acquire the required equipment, have it inspected, hire and train drivers and be ready to operate. Submission of a proposal shall be deemed to be a promise to meet the 35-day operational requirement. See Item 3.O, Form O: Vehicle Information, of Attachment A for additional information.

B. Examination of RFP Documents

Each Proposer shall be solely responsible for examining, with appropriate care, the RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the work in the event 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.

C. Interpretation of RFP Documents

Proposer may request of the Transportation Agency 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, TAMC will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Cover Letter (Attachment B, Form A, Proposal Cover Letter). TAMC shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

D. Preparation of Proposal

Forms A through O included in Attachment C, Proposal Forms, and a Performance Guaranty shall be completed and submitted for each beat under consideration by the Proposer. The RFP will be made available by contacting the Project Manager via email (laurie@TamcMonterey.org) or by downloading from the TAMC website (<https://www.tamcmonterey.org/bids-and-proposals>) to allow proposers to print the required forms for use in preparation of their proposal. All proposals shall be prepared by and at the expense of the Proposer.

E. Modified or Conditional Proposals

Proposer shall submit proposal(s) in conformity with the requirements of the RFP Documents. The proposal(s) shall be complete in itself and shall be submitted electronically in accordance with Item G, Submission of Proposal/Period of Acceptance below. Unauthorized conditions, limitations or provisions attached to a proposal may render it informal and cause its rejection. Oral, telegraphic or telephonic proposals or modifications will not be considered.

F. 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 those persons authorized to negotiate on its behalf with TAMC in connection with this RFP.

G. Withdrawal of Proposals

A proposal may be withdrawn by Proposer by means of a written request signed by Proposer or its properly authorized representative and delivered electronically in accordance with Item G, Submission of Proposal/Period of Acceptance below.

H. Submission of Proposal/Period of Acceptance

Each proposal submitted by Proposer shall be delivered to the office of the Transportation Agency for Monterey County via email to Laurie Williamson at laurie@TamcMonterey.org by the date and time noted in this RFP. It is the Proposer's sole responsibility to see that its proposal is received as stipulated. In compliance with this RFP the Proposer agrees, if its proposal is accepted within 180 days from the date specified in the RFP for receipt of proposals, to provide the services at the price stipulated in its price proposal with adjustments only to accommodate changes in the average monthly diesel fuel price as defined in this RFP. Proposers put on the back-up list, if any, will be requested to extend their proposals for a period of one (1) year after their submittal.

I. Award of Contract

A sample of the Contract anticipated to be utilized is contained in Attachment D, Sample TAMC Standard Agreement for Professional Services. TAMC reserves the right to make changes in the Contract that do not affect the cost to the Contractor providing the agreed upon service.

J. TAMC Rights

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

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

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

K. Selection Disputes

A Proposer may object to a provision of this RFP on the grounds that it is arbitrary, biased or unduly restrictive; or to the selection of a particular contractor on the grounds that applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied. Such an objection must be submitted to the Project Manager a written explanation via email of the basis for the protest:

1. no later than five (5) working days prior to the date proposals are due, for objections to RFP provisions, or in the case of an addendum issued during the five-day period, three (3) working days after such addendum, or
2. no later than three (3) working days after the date the Proposer is notified that it was found to be non-responsive

Any award made pursuant to this RFP shall be conditioned upon the expiration of the protest period, or, if a protest is filed, the issuance of a written response to the protest by the Project Manager.

Should the Proposer feel the Project Manager's response is inadequate or unsatisfactory, Proposer may appeal to the Executive Director, in writing, no later than three (3) working days after receipt of the written response from the Project Manager.

Should the Proposer feel that the Executive Director's response is inadequate or unsatisfactory, Proposer may appeal to the TAMC Board of Directors, in writing, no later than three (3) working days after receipt of the written response from the Executive Director. The Agency Board's decision will be the final Agency decision.

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

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FORM A: PROPOSAL COVER LETTER

Date: _____

TO: Laurie Williamson
Transportation Agency for Monterey County
55-B Plaza Circle, Salinas, CA 93901

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

Company Name: _____

Beat	Office Location (street address, city, state, zip code)* <i>the permanent location where trucks will be staged, maintained, and parked overnight and in between shifts.</i>	Minutes to Beat from Office
	Street Address: City, State, Zip Code: Office Phone Number: Office Fax Number:	
	Street Address: City, State, Zip Code: Office Phone Number: Office Fax Number:	
	Street Address: City, State, Zip Code: Office Phone Number: Office Fax Number:	

Signature of Authorizing Official

Printed Name of Authorizing Official

FORM C: DESIGNATED MANAGER AND OFFICE STAFF

Name of Designated Manager: _____

Designated Manager is (circle one): Proposer or Staff

Office phone number of Designated Manager: _____

Mobile phone number of Designated Manager: _____

Email address of Designated Manager: _____

Number of years of experience in towing industry or similar field: _____

Location/company where experience in towing industry or similar field was obtained:

Please 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. Ability to manage the company: Describe the manager’s management experience including 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 fax email

2. Client's Name _____

Contact Person _____

Phone _____

Fax _____

E-mail _____

Address _____

Type of Work Performed _____

Best Way to Contact? phone fax email

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

	<ol style="list-style-type: none"> 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, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 20____ in _____ [city], _____ County, California.

Signature

Printed Name and Title

FORM H: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____ that:
 (name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 20____.

 Signature of Authorizing Official

 Printed Name and Title

 Printed Name of Company

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	John Phillips	Christopher Lopez	Wendy Root Askew
Mary Adams	Dave Potter	Alison Kerr	Jose Rios
Angela Untalon	Michael LeBarre	Ed Smith	Christina Medina Dirksen
Chaps Poduri	Kimbley Craig	Ian Oglesby	Gregory Hawthorne
Alejandro Chavez			

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any member of the Transportation Agency for Monterey County Board of Directors in the 12 months preceding the date of the issuance of this request for qualifications? _____ YES _____ NO

If yes, please identify the director: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any member of the Transportation Agency for Monterey County Board of Directors in the three months following the award of the contract? _____ YES _____ NO

If yes, please identify the director: _____

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

Signature of Authorizing Official

Printed Name and Title

Printed Name of Company

Date

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/>.

<u>Labor</u>	<u>Vehicle/Equipment</u>	<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 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

1. Vehicles	a. <u>Tow Trucks</u> : 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	a. <u>Tow Trucks</u> : List the number of gallons of fuel estimated for TOW TRUCKS per month per truck.*	
	b. <u>Motorist</u> : List the number of gallons of fuel estimated for MOTORISTS per month per truck.	

FORM L: PRICE PROPOSAL SPREADSHEET LINE ITEM DESCRIPTION, CONTINUED

5. Vehicle Maintenance	a. <u>Parts Replacement</u> : Specify the type of parts replaced, occurrence of replacement and the cost for replacement per truck.	
	b. <u>Labor</u> : Specify the type of routine maintenance occurrence and cost per truck.	
6. FSP Equipment/Supplies	Specify the quantity and cost of each item 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. <u>Wages</u> : Specify the wage rate of each FSP driver; list any anticipated raises and/or overtime.	
	b. <u>Worker’s Compensation</u> : List the annual cost of worker’s compensation insurance per FSP Driver.	
	c. <u>Taxes</u> : List the annual cost of taxes per FSP Driver.	

FORM L: PRICE PROPOSAL SPREADSHEET LINE ITEM DESCRIPTION, CONTINUED

9. Driver Benefits	a. <u>Vacation/ Holidays/ Sick Days</u> : List the annual cost of paid vacation, holidays and sick days per driver or state "N/A" if not applicable.	
	b. <u>Retirement</u> : List the company retirement contribution and describe the retirement plan or state "N/A" if not applicable.	
	c. <u>Medical/ Dental/ Vision</u> : Describe provided benefits and cost per driver. Specify whether or not dependents are included.	
10. Driver Administration	List the costs associated 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 or 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 must attach a copy of their current business license from the city in which their office listed in Form B, Office Location, is located to this form.

Contractor Name

Business License Number

City in which business license was obtained

Business License Classification

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. Professional Workplace Environment

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 contract award if any items required at time of inspection fail (“No” Answers from the following inspection list).

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.

VEHICLE INSPECTION FORM

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

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 additional sheets if necessary)

Facility Inspection Result (indicate Pass or Fail) _____ **Pass** _____ **Fail**

Record of Vehicle Inspection:

Today, I have completed an inspection of the vehicle noted above.

 Date

 Time

 Signature of CHP Inspector

 Printed Name and Title of CHP Inspector

The CHP representative listed above has inspected the vehicle noted above with me and indicated clearly why particular items were marked "No".

 Signature of Tow Contractor

 Printed Name and Title of Tow Contractor

ATTACHMENT C SAMPLE MONTHLY HOURLY RATE CALCULATION

Step 1: Calculate the Average Monthly Monterey County Diesel Fuel Price per Scope of Work

Step 2: Insert the Average Monthly Monterey County Diesel Fuel Price into Line 4a, Tow Trucks

Step 3: Calculate Line 18, Cost Per Hour Per Truck, using the value from Step 2 and holding all other information constant.

Items	Units		Costs		
	Unit	No. of Items	Cost per Unit	Total Cost	% of Total Cost
A. Vehicles & Equipment					
1. Vehicles	<i>Cells in green are automatically calculated, do not modify</i>				
a. Tow Trucks	Trucks	1	\$ 112,320.00	\$ 112,320.00	26.6%
2. Finance Charges	Trucks	1	\$ 2,904.00	\$ 12,904.00	3.1%
3. Insurance & Vehicle Registration Fees	Trucks	1	\$ 17,000.00	\$ 17,000.00	4.0%
4. Fuel					
a. Tow Trucks	Gallons	14,500	\$ 4.00	\$ 58,000.00	13.7%
b. Motorist	Gallons	500	\$ 4.09	\$ 2,045.00	0.5%
5. Vehicle Maintenance					
a. Parts Replacement	Trucks	1	\$ 3,600.00	\$ 13,600.00	3.2%
b. Labor	Hours	100	\$ 38.00	\$ 3,800.00	0.9%
6. FSP Equipment/Supplies (Refer to Scope of Work)	Trucks	1	\$ 1,850.00	\$ 1,850.00	0.4%
Subtotal A (Vehicles & Equipment)				\$ 221,519.00	52.4%
B. Management & Drivers					
7. FSP Management Costs	Year	4	\$ 1,250.00	\$ 5,000.00	1.18%
8. FSP Driver Costs					
a. Wages (# of Drivers: _____)	Hours	6,410	\$ 22.00	\$ 141,020.00	33.39%
b. Workers Compensation	Driver	1	\$ 15,467.12	\$ 15,467.12	3.66%
c. Taxes	Driver	1	\$ 13,653.88	\$ 13,653.88	3.23%
9. FSP Driver Benefits					
a. Vacation/Holidays/Sick Days	Driver	1	\$ 3,520.00	\$ 3,520.00	0.83%
b. Retirement	Driver	1	\$ 5,060.00	\$ 5,060.00	1.20%
c. Medical, Dental, Vision	Driver	1	\$ 5,760.00	\$ 5,760.00	1.36%
10. Driver Admin (Pre-op Inspections, Training, etc.)	Hours	685	\$ 20.00	\$ 13,700.00	3.24%
Subtotal B (Management & Drivers)				\$ 203,181.00	48.10%
C. Administration					
11. Administrative Costs - Office Operations	Year	4	\$ 675.00	\$ 2,700.00	0.64%
12. Other (please specify)		0	\$ -	\$ -	0.00%
Subtotal C (Administration)				\$ 2,700.00	0.64%
D. Final Cost Calculation					
13. Total Cost (Subtotal A + B + C)				\$ 427,400.00	
14. Subtract Equipment Salvage Value	Trucks		\$ Value	Total Salvage Value	
a. Tow Trucks		1	\$ 28,000.00	\$ (28,000.00)	
15. Add Profit				\$ 23,000.00	5.45%
16. Net Cost (item 13 - 14+ 15)				\$ 422,400.00	
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)				\$ 65.90	

Step 2: Insert Average Monthly Monterey County Diesel Fuel Price

\$ 4.27

Step 3: Calculated Monthly Hourly Rate \$ 66.51

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ATTACHMENT D SCOPE OF WORK

1. GENERAL DESCRIPTION

The Freeway Service Patrol (FSP) program is managed by a partnership of TAMC SAFE for Monterey County, the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP).

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

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

The FSP operates on selected roadway segments in Monterey County referred to as beats. As shown in Exhibit D-1, FSP Beat Map, of this Attachment, Beat 1 currently operates along US Highway 101 from the San Benito County Line to Gould Road (Salinas) and Beat 2 currently operates along State Route 1 from Rio Road (Carmel) to State Route 156/183 (Castroville). A temporary Beat 3 is currently operating along US Highway 101 from Gould Road to Arroyo Seco Road (Soledad). Each beat has specific turnaround locations and designated drop locations identified by the CHP.

FSP vehicles shall continuously patrol their assigned beat. **Tow vehicles are dedicated exclusively to the service during the hours of operation.** All maintenance activities shall be conducted during non-service hours. Travel time to the beat is at the expense of the contractor.

Exhibit D-2, Proposed Implementation Plan, and D-3, Holiday Schedule, of this Attachment show the specific beat limits, number of tow trucks, number of backup drivers, hours of operation and holidays for calendar years 2021, 2022, 2023, 2024 and 2025 on which the service is required for the beats in this contracting round. An operations calendar will be provided by TAMC to the Contractor every six (6) months.

Caltrans, Transportation Agency for Monterey County and the California Highway Patrol (CHP) jointly oversee the service. These agencies are responsible for overseeing service performance and ensuring that the contractors abide by the terms of the contracts. Any of the three agencies may dispatch an FSP vehicle to incident locations within and beyond the

vehicle's patrol limits when necessary. In addition, there may be some instances where service patrol operators may be requested to lend assistance to peace officers. FSP operators are required to follow the instructions of the peace officer at the scene of any incident.

At any time during the contract's term, TAMC reserves the right to adjust beat specifications to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted, the contractor may be requested to temporarily reassign FSP operators/trucks to locations outside the assigned beat. In addition, TAMC reserves the right to modify the Proposed Implementation Plan (Exhibit D-2) by either adding or deleting weekdays, weekend days, holidays or hours to and from the work schedule.

The drivers shall be trained on patrol procedures for the beats prior to commencement of service. Drivers can spend approximately ten (10) minutes per disablement in attempting to mobilize a vehicle. If a vehicle cannot be mobilized within the ten (10) minute time limit, the vehicle should be towed to a designated drop location identified by the CHP. No other drop locations are permitted. The motorist can request the FSP vehicle driver to call the CHP Communications Center to request a CHP rotational tow, specified tow or relative/friend to assist them.

The FSP vehicles will continuously patrol their assigned beat and offer assistance to all stopped vehicles. The vehicles shall also respond to CHP and Caltrans dispatches for service, use the designated turnaround locations and use the CHP-identified drop locations.

FSP operators are not allowed to tow as independent contractors from incidents that occur during the FSP shift. If called as a rotation tow after a FSP shift, an FSP driver must remove all FSP markings and change his/her FSP uniform. (It is recommended that the contractor send a different truck.)

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

2. STANDARD OPERATING PROCEDURES

The guidelines and policies of the FSP program are set forth in the Monterey County Freeway Service Patrol Manual (aka Standard Operating Procedures or SOP), which is incorporated into this RFP by reference and will be incorporated into the resulting contract(s) between the Contractor and TAMC.

Over the contract period of the contract, CHP and TAMC routinely ensure the guidelines and policies are upheld by the Contractors and drivers through field supervision and inspections. Contractors shall familiarize themselves with the SOP as noncompliance with the guidelines and policies shall result in monetary fines and/or other disciplinary action. **In the event of a**

discrepancy between this RFP and the SOP, the more stringent provision with respect to Contractor performance shall apply. The SOP is available online at the Agency website at www.tamcmonterey.org on the Freeway Service Patrol page under the Programs & Projects tab. The SOP is updated routinely to incorporate changes to the program and clarifications on previous policies. All updated SOPs shall supersede all previous versions of the SOP and Contractors shall adhere to the policies in the most current SOP.

In addition, TAMC's FSP Project Manager may utilize an automated vehicle locator (AVL) system to verify SOP compliance. This system can track all FSP vehicles to ensure that tow drivers sign on/off, enter and leave the corresponding beat, and provide the required service during the timeframe indicated in the Implementation Plan. A penalty shall be levied for each SOP violation.

3. VEHICLES AND EQUIPMENT

The Contractor is required to provide one tow truck per beat. The truck will be operated during service patrol hours and will be exclusively dedicated to FSP during its hours of operation. In addition, the Contractor should make available an existing vehicle within their fleet that is less than five (5) years old as an FSP Back-up truck or arrange to use another company's pre-approved back-up truck. The back-up truck would provide FSP service in the event that the scheduled service tow truck is unable to operate during FSP hours.

The FSP will utilize, at a minimum, Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP program, with the exception of back-up trucks, shall have less than 25,000 miles on the cab and chassis, not previously registered (before the award of the contract) and model year shall be 2020 or newer. Back-up trucks proposed for use in the FSP Program shall be less than five (5) years old. Other equipment on the truck is not required to be new but shall be in excellent condition and is subject to the approval of CHP.

A. Wheel Lift Tow Trucks

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

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

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

1. Easy or Wheel lift, with a minimum lift rating of 3,000 pounds
2. Proper safety straps
3. Boom with a minimum static rating of 5,000 pounds
4. Boom controls on both left and right side of truck
5. Winch - 8,000-pound rating on the first layer of cable
6. Trailer hitch capable of handling a 1-7/8 inch or 2-inch ball
7. Motorcycle transporting capability
8. Winch Cable: 100 ft., 3/8-inch diameter, with a working limit of 3,500 pounds
9. Tow chains 5/16-inch alloy or OEM specs, J.T. hook assembly (only required for tow trucks with slings)
10. Taillights, brake lights, portable remote with extension cord (1 set)
11. Dolly, portable for removing otherwise un-towable vehicles (1)
12. Safety chains a minimum of 5 foot in length 5/16 alloy (2)
13. Safety chain D-ring or eyelet mounted on rear of truck
14. Rubber face push bumper (as referenced in Item 3.D)
15. Four-ton snatch block with hook (1)
16. Twenty-foot recovery chain with hooks on both ends (1)
17. 4" x 6" x 12" wood blocks (2)
18. 4" x 4" x 48" wooden cross beam (only required for tow trucks with slings) (1)
19. 4" x 4" x 60" wooden cross beam (only required for tow trucks with slings) (1)

B. Flatbed Trucks

Flatbed trucks are permitted for providing FSP service on State Route 68 and US Highway 101. The flatbed trucks utilized for FSP must meet the following criteria which have been determined to be minimum requirements to provide safe limits for the trucks:

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

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

1. The vehicle shall have a minimum GVWR of 21,000 pounds.
2. The rear axle on the truck shall have a minimum rating of 15,000 pounds.
3. The flatbed shall be made of steel (aluminum is not acceptable).
4. The flatbed shall have a minimum length of twenty-one feet (21').
5. The flatbed shall be equipped with a winch rated at a minimum 8,000 pounds on the first layer of cable.
6. Winch Cable: 50 foot minimum, 3/8-inch diameter, with a working limit of 3,500 pounds.
7. The truck shall be equipped with a remote control to activate the winch. This control may be via a plug-in lanyard line. The control must permit an operator the ability to control the winch while steering the vehicle being loaded.
8. Bed and winch controls on both sides of the vehicle.
9. A minimum of eight (8) tie down locations, one near each corner of the bed and two more distributed along each side of the bed between the corner locations. The tie down locations must be capable of mounting a snatch block.
10. Wheel lift rated at a minimum of 2,500 pounds.
11. Rubber face push bumper (as referenced in Item 3.D)
12. Trailer hitch capable of handling 1-7/8 inch or 2-inch ball
13. Set of four (4) axle straps
14. Set of four (4) tie down chains
15. Motorcycle transporting capability (tie down)
16. Taillights, brake lights, portable remote with extension cord (1 set)
17. Safety chains a minimum of five feet in length 5/16 alloy (4)
18. Twenty-foot recovery chain with hooks on both ends (1)
19. Four tons snatch block with hook (1)
20. 4" x 6" x 12" wood blocks (2)
21. Booster cables capable of reaching passenger vehicle parked to the rear of the forward of the service vehicle

C. Tools and Supplies

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

1. Unleaded gasoline (5 gallons)
2. First aid kit (small 5" x 9") (1)
3. Fire extinguisher aggregate rating of at least 4-B, C units (1)
4. Pry bar - 36" or longer (1)
5. Radiator water (5 gallons)
6. 24" wide street broom (in good condition) (1)
7. Square point shovel (1)
8. Fuses (highway flares), 15 minutes (36)
9. 28-inch blaze orange traffic cones (labeled "FSP") (6)

10. Four-way lug wrench (1 std.) (1)
11. Four-way lug wrench (1 metric) (1)
12. REQUIRED IF FEASIBLE FOR TRUCK MAKE/MODEL: Built-in air compressor, 3/8" diameter, quick coupler 50-foot hose, 90 min. – 130 maximum psi. All other vehicles must have a rechargeable air bottle, hoses, and fittings to fit tire valve stems with 100 psi capacity or truck mounted compressor or 12-volt compressor with 75-pound capability and ability to reach a passenger vehicles four mounted tires (includes pickup) parked to the rear or to the front of the service vehicle.
13. Flashlight (3 D cell or larger) and spare batteries (1)
14. Booster cables, 25 foot long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1set)
15. Funnel, multi-purpose, flexible spout (1)
16. 5-gallon can with lid, filled with sand (1)
17. Lock out set (1)
18. Trashcan with lid (5 gallon) (1)
19. Mounted spotlight capable of directing a beam both front and rear.
20. Light bar system with amber warning lights with rear directional flashing capability, with on-off switch in cab. The directional light bar should be capable of displaying at least four (4) different patterns including right, left, split (center to outwards), and warning/flash, similar to Federal Signal Master Model SML8.
21. External speaker and public address system
22. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables
23. Heavy duty, 60+ amp battery
24. Radios with the ability to communicate with the contractor's base office
25. Programmable scanners capable of scanning between the 42 and 47.24 frequencies used by both Caltrans and the CHP
26. Suitable cab lighting
27. Rear work lights
28. Hydraulic jack, 2-ton, trolley jack, lifting range 5 1/2" to 15 1/4" (1)
29. Tool Kit including:
 - a. Screwdrivers- Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
 - b. Phillips head - #1 and #2 (1 each, min.)
 - c. Needle nose pliers (1)
 - d. Adjustable rib joint pliers, 2" min. capacity (1)
 - e. Crescent wrench - 8" (1)
 - f. Crescent wrench - 12" (1)
 - g. 4 lb. hammer (1)
 - h. Rubber mallet (1)
 - i. Electrical tape, roll (1)
 - j. Duct tape, 20-yard roll (1)
 - k. Tire pressure gauge (1)
 - l. Mechanic's wire (roll) (1)
 - m. Bolt cutters (1)

D. Push Bumper

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

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

E. Inspections

Prior to commencement of the contract, the CHP shall inspect each vehicle designated for the FSP program, including backup trucks, to ensure that it meets the vehicle specifications and equipment requirements and to ensure that it meets or exceeds safety requirements. These inspections shall occur one week prior to the start of the contract. Succeeding inspections, announced and unannounced, will occur periodically. Locations of truck inspections will be designated by the CHP. Any unsafe or poorly maintained vehicle(s) or improperly equipped vehicle(s) shall be removed from service or repaired as directed and the Contractor shall be fined accordingly under the SOP. Documentation of the vehicle identification number and successful completion of the inspection shall be kept on file at the CHP office in Salinas and Contractor's base office.

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

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

F. Truck Color, Lettering/Markings and Rooftop Letters

All FSP vehicles bearing the FSP logo and vehicle identification number shall be painted white. All lettering on the truck shall be in blocked bold form in solid black only and parallel to the ground. Shading or lettering in any other color is prohibited. Letter size shall be no smaller than two (2) inches by (2) inches and no larger than four (4) inches by four (4) inches. Letters shall be placed on the lower body of the truck toward the cab only. With the exception of the rooftop markings listed in the following paragraph, lettering or markings displayed anywhere else is prohibited (i.e., the boom, hood, door,

etc.) and will be required to be removed at the Contractor's expense. The intent of these specifications is to maintain a uniform appearance throughout the FSP vehicle fleet.

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

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

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

G. FSP Signage

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

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

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

H. Dedicated FSP Vehicles

All Freeway Service Patrol Program vehicles under this procurement, excluding backup trucks, will be exclusively dedicated to the FSP at all times. FSP vehicles may not be used for any other purposes not related to FSP and must remain at the beat assigned office.

I. Substitution of Trucks Prohibited

If the cost of a specified vehicle make and model is included in the proposal and the actual purchase price of the vehicle is less than that of the cost included in Attachment B, Form K, Price Proposal Spreadsheet, the contractor's hourly rate will be adjusted down based on the actual purchase price of the vehicle. Thus, Contractors will be required to provide the Project Manager with documentation verifying the purchase price of vehicles. TAMC reserves the right to cancel the contract at no cost if the Contractor purchases a tow vehicle different in make and model from what is included in the proposal.

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

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

Contractors who have more than one beat are prohibited from swapping FSP vehicles between beats or offices. In addition, selected Proposers with a backup truck must keep these trucks dedicated to providing backup service. Selected proposers are prohibited from using regular FSP service vehicles as backup trucks for other shifts.

J. On-Time Delivery of Vehicles

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

4. COMMUNICATION EQUIPMENT

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

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

A. Cell Phones

Each FSP vehicle shall be equipped with cell phones or voice radio transceivers to enable the operator to communicate with the CHP Communication Center. The contractor shall supply and cover the costs of the communications equipment. The communications equipment shall be in addition to the Contractor's radios. The California Highway Patrol will dispatch the trucks.

B. Scanners

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

C. External Speakers

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

5. IN-HOUSE BACK-UP TRUCK POLICY

At the expense of the contractor, a contractor may purchase an additional vehicle or make available an existing vehicle within their fleet that is less than five (5) years old, as an FSP backup truck or arrange to use another company's pre-approved back-up truck. If another

company's back-up truck is used, the contractor shall be responsible for payment of the FSP backup truck services provided at the rate established for the regular tow service or the established rate for the back-up truck service whichever is higher. In addition, the truck will be subject to vehicle inspections as described in this Scope of Work.

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

6. DRIVER QUALIFICATIONS AND REQUIREMENTS

Contractor shall refer to the Monterey County FSP Manual (SOP) for specific details regarding driver responsibility and requirements.

A. Driver Qualifications

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

FSP drivers, including back-up drivers, must possess a valid DL-64 (Tow Truck Driver Certificate) application. In addition, and in accordance with Vehicle Code section 12804.9, all FSP drivers, including back-up drivers, must possess a valid DL-51 (Medical Certificate) approved by the Department of Motor Vehicles that has been issued within two years of the date of the operation of the vehicle, is within the licensee's immediate possession, and a copy of the medical examination report form from which the certificate was issued is on file with the DMV.

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

B. Operating Requirements

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

FSP operators shall not leave a beat except for the following reasons:

1. To provide the operator on shifts which the hours between 10 am and 3 pm, with an unpaid meal break of no longer than thirty (30) minutes,
2. To provide the operator with one rest period of no longer than fifteen (15) minutes per three (3) or four (4) hour shift segment, or as designated by the CHP or other Peace Officer.

During these break and rest periods, a back-up truck will not be required.

The CHP, Caltrans, and TAMC maintain strict drug and alcohol policies. Any FSP vehicle operator found working under the influence of drugs or alcohol will be dismissed immediately. The contractor shall be responsible for finding a replacement driver for that vehicle. The Contractor shall maintain a written substance abuse policy requiring alcohol and drug testing for all drivers who work in the FSP program, consistent with Federal Highway Administration, Department of Transportation Regulations on Controlled Substance and Alcohol Use and Testing (49 CFR 382.101 et seq.). For details, refer to the Standard Operating Procedures.

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

C. Back-up Driver

All beats shall require back-up drivers. When necessary and with the approval of the CHP, the provision of a back-up driver may be waived until the next available training session. Back up drivers must be certified drivers, who have successfully completed the mandatory 3-day certification training conducted by CHP, no exceptions are allowed.

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

7. **DRIVER PROFICIENCY, TESTING AND TRAINING**

A. General Proficiency and Testing Requirements

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

Contractors shall ensure that all operators, including backup operators, participate in ride-alongs with experienced tow operators, while performing towing operations, for two full 4-hour shifts (or for a total of 8 hours) prior to participating in the proficiency test. If possible, the experienced driver should be a person working in the FSP program.

B. 3 Day Training Course Requirement

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

C. Quarterly Refresher Training Requirement

All Freeway Service Patrol drivers are required to attend one two (2) hour session of FSP related training once each quarter of the calendar year in order to maintain certification. There is no fee for this training; however, the contractor shall pay the wages of their employees to attend. This required training is presented by the FSP program and will occur at hours removed from regular FSP work hours. This training will concern any topic deemed to be important to further develop FSP services or safety for FSP employees.

D. General Training Requirements

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

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

1. Tow Truck Driver and Motorist Safety
2. Patrol Responsibilities
3. Vehicle Operation
4. Traffic Control and Scene Management
5. Communications Procedures
6. Demeanor and Courtesy
7. How to Handle Gratuities/Tips
8. How to Handle Unusual Situations
9. Sexual Harassment Prevention

8. MEETING ATTENDANCE

A. Drivers

It is the Contractor's responsibility to ensure all drivers attend required training as described above in Item 7, Driver Proficiency, Testing and Training and required safety meetings.

B. Contractor's Meetings

The Contractor must be represented by the Contract Owner or the Contractor's FSP manager at meetings designated by TAMC, no to be held more than once a quarter. Contractors may specifically be required to attend "Contractor's Meetings" or special meetings as required by TAMC. If a Contractor or his/her representative misses a meeting, he or she will be fined for two (2) hours at the Contractor's lowest hourly rate.

9. ASSIST DATA COLLECTION

A. Personal Data Assistants (PDA)

TAMC will provide each contractor with one iPad Mini per assigned beat to be used exclusively for the collection of FSP assist data and logging FSP shift information. FSP drivers are required to input information about all activities undertaken during FSP service hours into the iPad Mini. FSP drivers are also required to document all shift information, including time shift began and ended and any overtime worked, using the iPad Mini. The contractor shall provide Wi-Fi internet access at their office for the iPad Mini to upload the collected data to TAMC's FSP data website. The use of the iPad Mini for non-FSP related business is prohibited. If an iPad Mini is lost or damaged, the Contractor shall be responsible for the cost of replacement. The contractor is responsible for returning all the iPad Mini(s) and accessories to TAMC in good working condition at the termination of the contract.

B. FSP Motorist Survey

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

10. COMPENSATION

A. General Compensation

Contractors will be paid within 60 days of the end of each month's operations following TAMC's approval of invoices, provided that invoices are submitted in a timely manner and Contractor's insurance is current and on file at TAMC. Compensation is based on actual time on the beat; travel time to the beat will not be compensated. Contractors will be paid for a back-up truck only if it provides service as directed by Caltrans, CHP or TAMC. If a truck breaks down, the contractor will only be compensated for actual time on the beat.

B. Compensation for Additional Service

The CHP Dispatch or an on-duty CHP FSP officer will approve work in excess of regular service hours. Payment will be made in fifteen (15) minute increments at the straight time rate, unless the approved service hours result in overtime, in which case, payment will be made in accordance with a previously agreed to arrangement between TAMC and the contractor, regarding overtime pay.

C. Special Event Compensation

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

D. Limited Projects

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

E. Fuel Compensation

TAMC will set the tow vehicle fuel price to be included in the Contractors’ proposal bids at \$4.00 per gallon. However, the tow fuel price will be variable during the contract period. The Agency will calculate the Average Monterey County Area Diesel Price for each month using the Weekly Retail On-Highway Diesel Prices for California published each Monday by the Energy Information Administration (EIA) of the United States Department of Energy. The California Weekly Retail On-Highway Diesel Prices shall be escalated by 3% to determine the Monterey Area Weekly Retail On-Highway Diesel Price and account for the higher petroleum fuel prices in the County. The Average Monthly Diesel Price will be determined by averaging the Monterey Area Weekly Retail On-Highway Diesel Price on the Monday of each week in which the majority (four out of seven) of the weekdays fall within the corresponding month. Changes in the tow fuel price will directly impact the monthly hourly FSP rate.

F. Non-Allowable Costs

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

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

No compensation from the Agency will be given for the (1) tow Contractor’s meetings; (2) driver training, (3) quarterly driver meetings, and (4) occupational driver safety meetings. These costs should be incorporated into the price per hour per truck. TAMC can inspect or audit maintenance records, fuel costs, or request information on drivers’ pay.

G. Legal Actions

If an FSP driver is subpoenaed to testify in regards to a claim against the tow contractor or other legal action, the subpoenaed driver is to be paid his/her normal hourly wage by the Contractor. TAMC will not reimburse Contractor.

11. DRIVER UNIFORM

It shall be the responsibility of the contractor to provide all the operators working thirty (30) or more hours with five (5) sets of uniforms and rain gear. Contractors shall purchase rain gear for all FSP drivers prior to the commencement of service. Contractor shall refer to the SOP for complete specifications on FSP driver uniform requirements.

The uniform requirement will be strictly enforced. Failure to meet this uniform requirement will result in Contractor and/or driver violation as listed in the SOP.

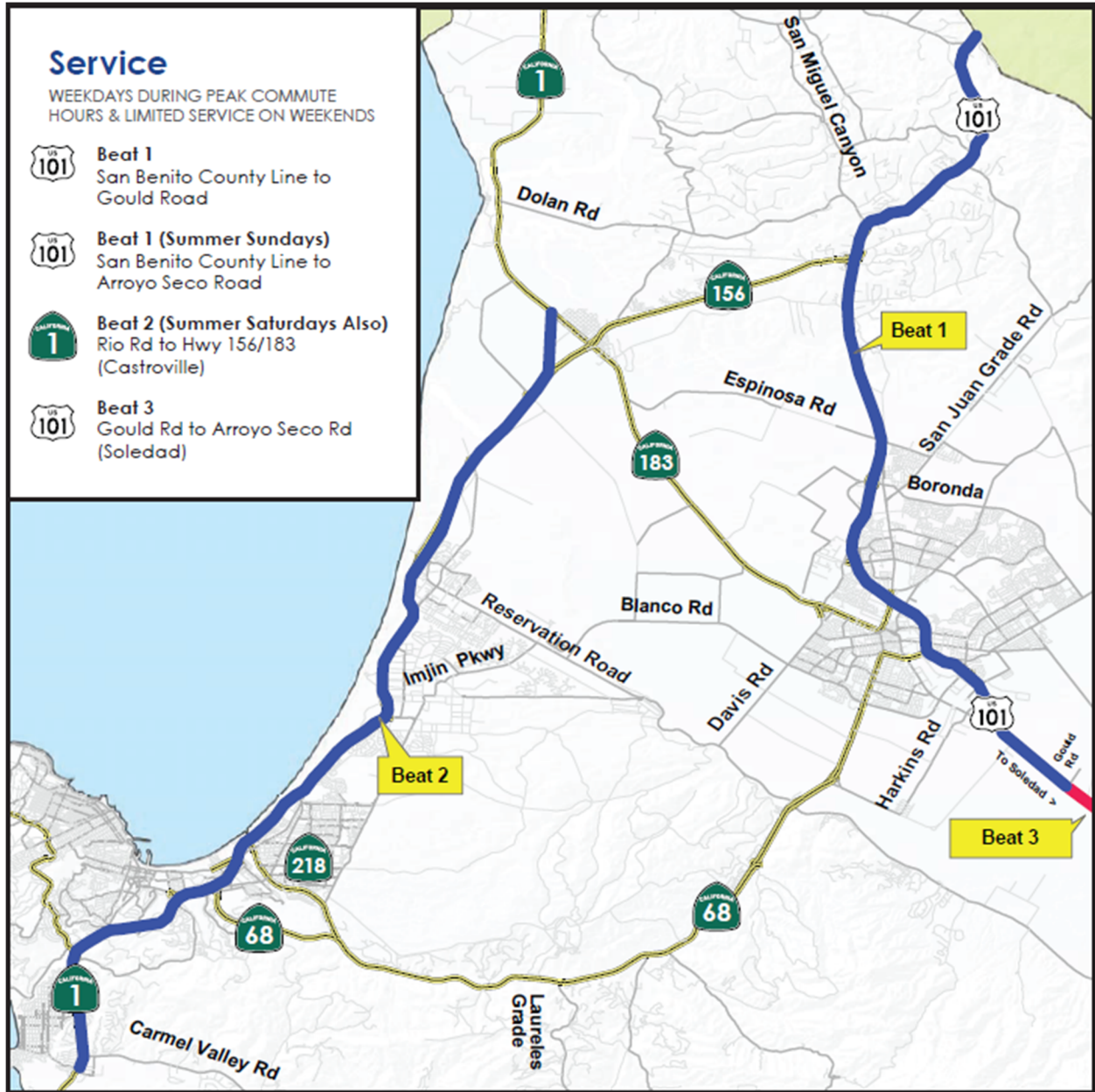
12. OTHER OPERATING REQUIREMENTS

The Contractor shall maintain a local office with telephone, facsimile, and e-mail service from which he/she or a responsible representative, who has the authority to conduct business and make decisions on behalf of the contractor, can be contacted during the service hours of operation for the length of the contract. During business hours, the Contractor (or his/her designated representative) shall respond to telephone calls, faxes and email received from CHP, Caltrans or Transportation Agency within two hours if action or response is required. Failure to respond will result in a fine of one hundred dollars (\$100.00), unless TAMC determines that the delay was reasonable, under the circumstances. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc.

Paperwork that results from the operation of these beats shall be collected and mailed to TAMC as specified in the FSP Operating Procedures. Mailing costs are part of the contractor's administrative costs.

If a Contractor is terminated for cause or default within the contract period and if directed by TAMC, the defaulting contractor agrees to sell the vehicles at market value calculated using the Kelly Blue Book, or equivalent, to the Contractor identified by TAMC.

EXHIBIT D-1 FSP BEAT MAP



**EXHIBIT D-2
PROPOSED IMPLEMENTATION PLAN**

Beat ¹	Route	Beat Limits	Weekdays		Weekends ^{2,3}	One Way Length (miles)	No. of Tow Trucks	No. of Back-up Trucks
			AM Shift	PM Shift	PM Shift			
1	Hwy 101	San Benito County Line to Gould Road (Salinas)	7:00 - 9:00	3:00 - 7:00	12:00 - 4:00 Sunday	19.2	1	1
2	SR 1	Rio Road (Carmel) to Hwy 156/183 (Castroville)	7:00 - 9:00	3:00 - 7:00	12:00 - 4:00 Saturday	20	1	1
3	Hwy 101	Gould Road (Salinas) to Arroyo Seco Road (Soledad)	7:00 - 9:00	3:00 - 7:00	12:00 - 4:00 Sunday	22.2	1	1

¹ Each Beat is listed separately. Beat limits and shift hours/duration are subject to change.

² Beats operate on weekends during summer months between Memorial Day and Labor Day.

³ Service shall be provided during the following event weekend throughout the contract:

- A. AT&T National Pro-Am Pebble Beach

Beat 1: Sunday, 2:00 – 6:00 pm

Beat 2: Saturday, 3:00 – 7:00 pm, and Sunday, 2:00 – 6:00 pm

EXHIBIT D-3 HOLIDAY SCHEDULE

Holiday	2021	2022	2023	2024	2025
New Year's Day		Saturday, Jan 1, 2022 No Service	Sunday, Jan 1, 2023 No Service	Monday, Jan 1, 2024 No Service	Wednesday, Jan 1, 2025 No Service
President's day		Monday, Feb 21, 2022 No Service	Monday, Feb 20, 2023 No Service	Monday, Feb 19, 2024 No Service	Saturday, Feb 17, 2025 No Service
Memorial Day		Monday, May 30, 2022 2:00 - 6:00 PM	Monday, May 29, 2023 2:00 - 6:00 PM	Monday, May 27, 2024 2:00 - 6:00 PM	Monday, May 26, 2025 2:00 - 6:00 PM
Independence Day	Sunday, July 4, 2021 2:00 - 6:00 PM	Monday, July 4, 2022 2:00 - 6:00 PM	Tuesday, July 4, 2023 2:00 - 6:00 PM	Thursday, July 4, 2024 2:00 - 6:00 PM	
Labor Day	Monday, Sept 6, 2021 2:00 - 6:00 PM	Monday, Sept 5, 2022 2:00 - 6:00 PM	Monday, Sept 4, 2023 2:00 - 6:00 PM	Monday, Sept 2, 2024 2:00 - 6:00 PM	
Veteran's Day	Thursday, Nov 11, 2021 No Service	Friday, Nov 11, 2022 No Service	Saturday, Nov 11, 2023 No Service	Monday, Nov 11, 2024 No Service	
Thanksgiving Day	Thursday, Nov 25, 2021 No Service	Thursday, Nov 24, 2022 No Service	Thursday, Nov 23, 2023 No Service	Thursday, Nov 28, 2024 No Service	
Day after Thanksgiving	Thursday, Nov 26, 2021 No Service	Friday, Nov 25, 2022 No Service	Friday, Nov 23, 2023 No Service	Friday, Nov 29, 2024 No Service	
Christmas Day	Saturday, Dec 25, 2021 No Service	Sunday, Dec 25, 2022 No Service	Monday, Dec 25, 2023 No Service	Wednesday, Dec 25, 2024 No Service	
Day after Christmas	Sunday, Dec 26, 2021 2:00 - 6:00 PM	Monday, Dec 26, 2022 2:00 - 6:00 PM	Tuesday, Dec 26, 2023 2:00 - 6:00 PM	Thursday, Dec 26, 2024 2:00 - 6:00 PM	
New Year's Eve	Friday, Dec 31, 2021 2:00 - 6:00 PM	Saturday, Dec 31, 2022 2:00 - 6:00 PM	Sunday, Dec 31, 2023 2:00 - 6:00 PM	Tuesday, Dec 31, 2024 2:00 - 6:00 PM	

ATTACHMENT E
SAMPLE TAMC STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND [REDACTED]
AGREEMENT FOR PROFESSIONAL SERVICES
RELATED TO [PROJECT TITLE]
APPROVED BY THE TAMC BOARD ON: [REDACTED]

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and [Consultant's Name], a [indicate legal status of entity, e.g., a California corporation, an individual dba . . ., a California partnership], [Consultant's address], hereinafter called "Consultant."

The parties agree as follows:

1. Term of Agreement. The term of this Agreement shall begin upon [START DATE], contingent upon approval by the TAMC Board, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 35. Unless earlier terminated as provided herein, this Agreement shall remain in force until [FINAL DATE – JUNE 30 OR DECEMBER 31]. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
2. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of [REDACTED] Dollars (\$XXXX). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.
3. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.

- (a) The project title for this work is as follows:

[INSERT: PROJECT TITLE]

- (b) Consultant represents that Consultant and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) Consultant, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. Consultant shall ensure for itself and for any subcontractors under this Agreement that the applicable requirements of Labor Code Section 1725.5, concerning the registration of contractors for public works, shall be in force and maintained for the term of this Agreement.
- (d) Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
- (e) Consultant's project manager shall be specified in Exhibit A. If Consultant desires to change the project manager, Consultant shall get written approval from the TAMC Executive Director of the new project manager.
- (f) Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the TAMC Project Manager: to determine if Consultant is performing to expectations and if the work is on schedule; to communicate interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- (g) Consultant's Project Manager shall meet with TAMC's Project Manager, as needed, to discuss progress on the contract.

4. Payment Provisions and Allowable Costs:

- (a) The following Standard Payment Provisions apply to all contracts, regardless of the Method of Payment specified in Paragraph (b):
 - i. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

- ii. Reimbursement for travel costs, if eligible under the Method of Payment as specified below, shall not exceed the Short-Term Travel Lodging Rates and Requirements listed on the Caltrans website, according to the Code of Regulations (CCR), Administrative Code, Title 2.
- iii. When milestone or task-by-task cost estimates are included in the Budget, Consultant shall seek approval from the TAMC Project Manager prior to any adjustment to compensation across work tasks. In the event that TAMC determines that a change to the Scope of Work and Schedule is required, such changes shall be approved and documented in writing by the TAMC Project Manager.
- iv. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If Consultant fails to submit the required deliverable items according to the schedule set forth in Exhibit A: Scope of Work and Schedule (or task order, as applicable), TAMC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Paragraph 6, Termination.
- v. Invoices shall be mailed to TAMC's Finance Officer, specified in Paragraph 35, at the address contained in Paragraph 36 (Notices). Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone or task. Invoices shall follow the format stipulated in Exhibit B: Budget and the Invoice Cover Sheet Format attached hereto as Exhibit C, and shall reference this Agreement's project title as specified in Section 3, and the Task Order title, if applicable. Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by TAMC's Finance Officer of itemized invoices.
- vi. The final invoice must contain the final cost and all credits due TAMC including any equipment purchased under the provisions of Paragraph 27 (Equipment Purchase) of this Agreement and shall be submitted within 60 calendar days after completion of Consultant's work under this agreement, or a given Task Order, as applicable.
- vii. No additional compensation will be paid to Consultant unless there is a change in the scope of the work. Changes in the scope of work that do not increase compensation may be approved by the TAMC Project Manager. Changes in the scope of work that would increase compensation must be authorized by an amendment to this Agreement approved by the TAMC Board of Directors.

- viii. Salary increases will be reimbursable only for Actual Cost Plus Fixed Fee or Rates of Compensation contracts and only if the increase is specified in Exhibit B: Budget. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
 - ix. The total amount payable by TAMC resulting from this Agreement shall not exceed the amount specified in Section 2 of this Agreement.
 - x. All subcontracts in excess of \$25,000 shall contain the above provisions.
- (b) Method of Payment: The method of payment for this Agreement will be based on: Rates of Compensation.

Rates of Compensation provisions:

- i. Consultant will be reimbursed for hours worked at the hourly rates specified in Exhibit B to this Agreement, which rates shall be inclusive of direct salary costs, employee benefits, overhead and fees, if any. These rates are not adjustable for the performance period set forth in this Agreement beyond that specified in Exhibit B.
 - ii. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in Exhibit B: Budget.
- (c) Task Order Provisions: Certain items of work under this contract shall be directed via Task Orders, as follows:
- i. Once a specific project to be performed under this Agreement is identified by TAMC, TAMC's Project Manager will prepare a draft Task Order without the cost estimate. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and a TAMC Task Manager. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days, along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee (if any), and a total dollar amount for the Task. After agreement has been reached on the negotiable items and total not-to-exceed cost, a finalized Task Order with the finalized Task Order Budget shall be signed by both TAMC and Consultant.
 - ii. If no agreement on the Task Order is reached within a reasonable amount of time, TAMC may take such other actions as TAMC deems appropriate to accomplish the Task.

- iii. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, as designated above in the Method of Payment section, both of which must be based on the labor and other rates set forth in Exhibit B: Budget. A Task Order is of no force or effect until returned to TAMC and signed by an authorized representative of TAMC. No expenditures are authorized on a project or task, and work shall not commence until a Task Order for that project/task has been executed by TAMC.
- iv. The period of performance for Task Orders shall be in accordance with the dates specified in the Task Order. No Task Order will be written which extends beyond the expiration of this Agreement.
- v. The total amount payable by TAMC for an individual Task Order shall not exceed the amount agreed to in the Task Order Budget, unless authorized by a written amendment.
- vi. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- vii. Task Orders may not be used to amend this Agreement and may not exceed the scope of work, or the term, of this Agreement.
- viii. The total amount payable by TAMC under all Task Orders resulting from this Agreement shall not exceed the amount specified in Section 2 of this Agreement. It is understood and agreed that there is no guarantee, either expressed or implied, that this total dollar amount will be authorized under this Agreement through Task Orders.

5. Retention of Funds.

- (a) No Retainage by TAMC or Prime Consultant: No retainage will be withheld by TAMC from progress payments due the prime Consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE prime consultants and subconsultants.

- (b) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

6. Termination.

- (a) TAMC reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.
- (b) TAMC may also terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein, as well as failure to comply with the provisions of Paragraphs 13 and 14, relating to audits, below. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to Consultant of any ground for termination then being considered, and also provide Consultant with a good faith opportunity to avoid termination, as reasonably determined by TAMC in its absolute discretion. If TAMC terminates this Agreement for good cause, TAMC may be relieved of the payment of any consideration to Consultant, and TAMC may proceed with the work in any manner, which it deems proper. Costs incurred by TAMC thereby shall be deducted from any sum otherwise due Consultant.
- (c) The maximum amount for which TAMC shall be liable if this Agreement is terminated is zero (0) dollars.
- (d) It is also mutually understood between TAMC and Consultant that this Agreement may have been written before ascertaining the availability of funds, or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to TAMC for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. TAMC retains the right to direct Consultant immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 6(a) above, in order to address any reduction of funds.
- (e) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 8 and 20.

7. Cost Principles and Administrative Requirements.

- (a) Consultant agrees that the contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.000 *et seq.*, Federal Acquisition Regulations System, shall be used to determine the cost allowability of individual items.
- (b) Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.
- (c) Any costs for which payment has been made to Consultant under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by Consultant to TAMC.
- (d) Consultants and subconsultants shall maintain accounting systems related to the work to be performed pursuant to this Agreement that conform to Generally Accepted Accounting Principles (GAAP).
- (e) All subcontracts in excess of \$25,000 shall contain the above provisions.

8. Indemnification.

- (a) To the fullest extent permitted by law, including California Civil Code Sections 2782 and 2782.6, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

- (b) Notwithstanding any other provision of this Agreement, Consultant's obligation to defend, indemnify and hold harmless TAMC shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the Consultant's performance pursuant to the Agreement.

9. Insurance.

- (a) Without limiting Consultant's duty to indemnify as set forth in this Agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability:
 - ✓ Type and amounts of insurance as provided in Form F, Insurance, attached hereto.
- (b) All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided in this Agreement, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of Consultant's completion of performance hereunder.
- (c) Each policy of insurance required under this Agreement shall provide that TAMC shall be given written notice at least thirty days in advance of any change, cancellation or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor performing work under this Agreement, or be accompanied by a certificate of insurance for each subcontractor showing identical insurance coverage.
- (d) Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant's insurance.
- (e) TAMC shall not be responsible for any premiums or assessments on the policy.

10. Workers' Compensation Insurance. If during the performance of this Agreement, Consultant employs one or more employees, then Consultant shall maintain a workers' compensation plan covering all of its employees as required by Labor Code Section 3700, either (a) through workers' compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of One Million Dollars (\$1,000,000) per occurrence for employer's liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If Consultant elects to be self-insured, the certificate of insurance otherwise required by this Agreement shall be

replaced with consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and Consultant shall be responsible for all subcontractors' compliance herewith.

11. Safety Provisions.

- (a) Consultant shall comply with Division of Occupational Safety and Health (CAL-OSHA) regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by TAMC Safety Officer and other TAMC representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on a construction project site.
- (b) If applicable to work to be performed by Consultant identified in the Scope of Work (Exhibit A), and pursuant to the authority contained in Section 591 of the Vehicle Code, TAMC has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- (c) Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- (d) Consultant must have a CAL-OSHA permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

12. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, Consultant shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's Finance Officer evidencing that Consultant has in effect the insurance required by this Agreement. Consultant shall file a new or amended certificate promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.

13. Retention of Records/Audit.

- (a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and TAMC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of

the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- (b) Subcontracts in excess of \$25,000 shall contain this provision.

14. Audit Review Procedures.

- (a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by TAMC'S Finance Officer.
- (b) Not later than 30 days after issuance of the final audit report, Consultant may request a review by TAMC'S Finance Officer of unresolved audit issues. The request for review will be submitted in writing.
- (c) Neither the pendency of a dispute nor its consideration by TAMC will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- (d) Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by TAMC Project Manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by TAMC at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

15. Inspection of Work. Consultant and any subconsultant shall permit TAMC, the State, and the FHWA (if federal participating funds are used in this Agreement) to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.
16. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subcontractors shall comply with all Federal, State and local laws providing for the confidentiality of records and other information. Consultant shall not disclose any confidential information received from TAMC or prepared in connection with the performance of this Agreement without the express permission of TAMC. Consultant shall promptly transmit to TAMC all requests for disclosure of any such confidential information. Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant's obligations hereunder. When this Agreement expires or terminates, Consultant shall return to TAMC all records, which Consultant utilized or received from TAMC to perform services under this Agreement.
17. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.
18. Statement of Compliance/Non-Discrimination.
 - (a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
 - (b) During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

19. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.
20. ADA Access. TAMC is committed to accessibility, including California State Web Content Accessibility Guidelines and Federal law and regulations related to the Americans with Disabilities Act. Consultant shall review and follow TAMC's adopted ADA Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for the Agency and its website.
21. Independent Contractor. In its performance under this Agreement, Consultant is at all times acting and performing as an independent contractor and not as an employee of TAMC or any of its member jurisdictions. No offer or obligation of employment is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive any form of benefits accorded to employees including without limitation leave time, health insurance, workers' compensation coverage, disability benefits, and retirement contributions. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of Consultant's failure to make such payments.
22. Delegation of Duties; Subcontracting.
- a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between TAMC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to TAMC for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from TAMC'S obligation to make payments to the Consultant.
 - b) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by TAMC's Executive Director, except that, which is expressly identified in the approved Budget/Cost Proposal.
 - c) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by TAMC.

- d) Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e) Any substitution of subconsultant(s) must be approved in writing by TAMC's Executive Director prior to the start of work by the subconsultant(s).
- f) Any work performed by a subconsultant shall be done in conformance with this Agreement, and TAMC shall pay Consultant for the work but not for any markup, including subcontract management, supervisions, administrative and other expenses, or reimbursable costs.

23. Ownership of Data.

- a) Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. Consultant shall furnish TAMC all necessary copies of data needed to complete the review and approval process.
- b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the connection with the project for which this Agreement has been entered into.
- c) Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by TAMC of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by TAMC of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.
- d) Applicable patent rights provisions regarding rights to inventions shall be included in the Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- e) TAMC may permit copywriting reports or other agreement products. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the data, and may authorize others to use the work for government purposes.
- f) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

24. Confidentiality of Data.

- a) All financial, statistical, personal, technical, or other data and information relative to TAMC's operations, which are designated confidential by TAMC and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.
- b) Permission to disclose information on one occasion, or public hearing held by TAMC relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- c) Consultant shall not comment publicly to the press or any other media regarding the Agreement or TAMC's actions on the same, except to TAMC's staff, Consultant's own personnel involved in the performance of this Agreement, and at public hearings or in response to questions from a Legislative committee.
- d) Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by TAMC, and receipt of TAMC'S written permission.
- e) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

25. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which TAMC is the grantee, Consultant shall comply with all provisions of such grant applicable to Consultant's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

26. Use of United States –flag Vessels. If this Agreement relates to a federally-funded construction contract, the Consultant agrees:

- a) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.
- b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) of this section to both the TAMC Project Manager (through the prime contractor in the

case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

27. Prevailing Wages.

- a) Consultant shall comply with the all prevailing wage requirements, including California Labor Code section 1770, et seq., and any Federal or local laws or ordinances, that may be applicable to the work to be performed pursuant to this Agreement.
- b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works, shall contain all the provisions of this Paragraph 26.
- c) When prevailing wages may apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination found on the DIR website.

28. Equipment, Supplies or Consultant Services Purchases.

- (a) Prior authorization in writing by TAMC's Project Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000) for supplies, equipment, or unbudgeted Consultant services. Consultant shall provide an evaluation of desirability of incurring such costs.
- (b) For purchase of any items, service or consulting work not covered in Consultant's Cost Proposal and exceeding Five Thousand Dollars (\$5,000), prior authorization is required by TAMC's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- (c) Any equipment purchased as a result of this Agreement is subject to the following:
 - i. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TAMC shall receive a proper refund or credit for such equipment at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit TAMC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TAMC procedures for such sales and then credit TAMC in an amount equal to that sales price. If Consultant elects to keep the

equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from and appraiser mutually acceptable to TAMC and Consultant; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TAMC.

- ii. Consultant acknowledges that, if federal funds are used in this Agreement, 49 CFR, Part 1201 requires a credit to Federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000) is credited to the project for which this Agreement was entered into.
- (d) Consultant shall include these provisions into any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000).

29. Conflict of Interest.

- (a) Consultant shall disclose any financial, business, or other relationship with TAMC that may have an impact upon the outcome of this Agreement, or any ensuing TAMC construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing TAMC construction project, which will follow.
- (b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

30. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

31. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

- 32. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
- 33. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
- 34. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
- 35. Contract Administrators. Consultant’s designated principal responsible for administering Consultant’s work under this Agreement shall be listed in Exhibit A; TAMC’s designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC’s Project Manager under this Agreement shall be [NAME], and TAMC’s Finance Officer shall be Dave Delfino.
- 36. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, e-mail, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery, facsimile transmission, or email-receipt, or on the third day after deposit with the U.S. Postal Service. Consultant shall give TAMC prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

<p>To TAMC: Debra L. Hale Executive Director 55-B Plaza Circle Salinas, CA 93901</p> <p>Tel: 831-775-0903 Fax: 831-775-0897 Email: debbie@tamcmonterey.org</p>	<p>To Consultant:</p> <p>Tel: Fax: Email:</p>
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- 37. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
- 38. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

39. Debarment and Suspension Certification.

- (a) Consultant's signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)," which certifies that Consultant or any person associated with Consultant in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by a federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been 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 three (3) years. Any exceptions to this certification must be disclosed to the TAMC.
- (b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- (c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

40. Rebates, Kickbacks or Other Unlawful Consideration Prohibited. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any TAMC employee. TAMC shall have the right, in its sole and absolute discretion to do any of the following for breach or violation of this warranty: to terminate the Agreement without liability; to pay for the value of the work actually performed; or to deduct from the compensation to be paid under this Agreement (or otherwise recover) the full amount of any such rebate, kickback or unlawful consideration.

41. Prohibition of Expending Local Agency, State or Federal Funds for Lobbying.

- (a) Consultant certifies to the best of his, her or its knowledge and belief that:
 - i. No State, Federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the State Legislature or United States Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract; in connection with the making of any State or Federal grant; in connection with the making of any State or Federal loan; in

connection with the entering into of any cooperative agreement, and in connection with the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress, in connection with this contract, grant, loan or cooperative agreement, then Consultant shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Consultant acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for such failure.
- (c) By signing this Agreement, Consultant also agrees that Consultant will require that the language of this certification will be included in all lower-tier subcontracts which exceed One Hundred Thousand Dollars (\$100,000), and that all recipients of such subcontracts shall certify and disclose accordingly.

42. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Work and Schedule

Exhibit B – Budget

Exhibit C – Invoice Cover Sheet Format

Exhibit D: ADA Best Practices for Documents and Outreach

43. Entire Agreement. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

IN WITNESS WHEREOF, TAMC and Consultant execute this agreement as follows:

TAMC

[CONSULTANT]

By: _____
Debra L. Hale
Executive Director

By: _____
Name:
Title:

Dated: _____

Dated: _____

By: _____
Name:
Title:

Dated: _____

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

TAMC Counsel

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract: _____

EXHIBIT A: Scope of Work and Schedule

EXHIBIT B: Budget

EXHIBIT C: Invoice Cover Page Format

[Project Title]

[Consultant Firm Name]

Invoice #

Invoice Date

Invoice Period

Task #	Task Name	Task Budget	Previously billed	Current invoice	Remaining Funds	% billed to-date	% Task Complete	Work performed this period
1								
2								
3								
4								
	TOTAL							

Exhibit D: ADA Best Practices for Documents and Outreach

The following are best practices that TAMC commits to complying with, and asks that all final and public draft documents comply, as they align with best practices for web-content accessibility:

Public Outreach Guidance

- Offer alternative ways to engage in outreach for the hard-of-hearing and the blind.
 - Example: Have Talk-to-Text capacity available to engage with the hard of hearing.
- Ensure public meeting rooms are set up in a way that is wheelchair accessible.
- Ensure an alternative to a podium or stage is available in the event an individual cannot participate that way.
- Have at least one wireless microphone available to help ensure public comments are projected in the meeting.
- Develop public workshop handouts in font size 14 (minimum)
 - Handouts could include a project summary sheet, survey, comment card, etc.

Developing ADA Accessible Documents

- Use Calibri, Helvetica, or Arial Font Type.
- Ensure final document content is at least font size 12 (minimum).
- Utilize proper features in Microsoft Word, including, but not limited to:
 - Alt Text for Images and Tables.
 - “Styles” Feature to add emphasis or titles.
 - Built in “Spacing” feature.
- Indicate at the bottom of a Final Document’s Title Page, an ADA Notice stating:
 - **ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (831) 775-0903 or email ada@tamcmonterey.org.

Web Content Accessibility Guidelines

The Web Content Accessibility Guidance (WCAG) was integrated into Section 508 of the American with Disabilities Act in January 2018 as the industry standard in accessibility. Guidance and Success Criteria from the WCAG are organized into the following four principles:

1. Perceivable
 - Provide text alternatives for non-text content.
 - Provide captions and other alternatives for multimedia.
 - Create content that can be presented in different ways, including by assistive technologies, without losing meaning.
 - Make it easier for users to see and hear content.

2. Operable

- Make all functionality available from a keyboard.
- Give users enough time to read and use content.
- Do not use content that causes seizures.
- Help users navigate and find content.

3. Understandable

- Make text readable and understandable.
- Make content appear and operate in predictable ways.
- Help users avoid and correct mistakes.

4. Robust

- Maximize compatibility with current and future user tools.

A few key aspects that relate to content to be posted onto the Agency website include:

- Integrating alternative text for images and maps.
- Using distinguishable colors and design techniques that are comprehensible for the color-blind.

For a complete list of WCAG's Guidance, see: <https://www.w3.org/TR/WCAG20/>

If Consultant or subconsultant needs clarification on an ADA best practices, please contact ada@tamcmonterey.org.