

DRAFT REQUEST FOR PROPOSALS (RFP) 7-2155

FREEWAY SERVICE PATROL SERVICES



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	February 13, 2018
Pre-Proposal/Workshop Date:	February 20, 2018
Question Submittal Date:	February 27, 2018
Proposal Submittal Date:	March 12, 2018
Interview Dates:	March 26, 2018

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DRAFT



NOTICE OF REQUEST FOR PROPOSALS

RFP: 7-2155: "FREEWAY SERVICE PATROL SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) acting on behalf of the Service Authority for Freeway Emergencies (SAFE), in cooperation with the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans), invites proposals from qualified towing operators to provide Freeway Service Patrol (FSP) operations in Orange County. The budget for this effort is \$13,967,376 for a five-year term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 12, 2018.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Sue Ding, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Sue Ding, Senior Contract Administrator**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>.

To receive all further information regarding this RFP 7-2155, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Automotive; Maintenance and Services

Commodity:

Towing Services - Automotive

A pre-proposal conference/workshop will be held on February 20, 2018, at 1:30 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 1112. All prospective Offerors are encouraged to attend the pre-proposal conference/workshop.

The Authority has established March 26, 2018, as the date to conduct interviews/site visits. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Services.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE/PROPOSAL PREPARATION WORKSHOP

A pre-proposal conference/workshop will be held on February 20, 2018, at 1:30 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 1112.

This meeting will address how to prepare a complete FSP towing contract proposal and provide an overview presentation addressing each aspect of the proposal requirements. All prospective Offerors are encouraged to attend the pre-proposal conference/workshop.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Sue Ding, Senior Contract Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5631, Fax: 714.560.5792
Email: sding@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding

this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference/workshop must be put in writing and must be received by the Authority no later than 2:00 p.m., on February 27, 2018.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, (Lobby Receptionist), Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: sding@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than March 1, 2018. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Sue Ding, Senior Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Automotive; Maintenance and Services	Towing Services - Automotive

Inquiries received after 2:00 p.m. on February 27, 2018 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 12, 2018.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, Lobby Receptionist
Orange, California 92868
Attention: Sue Ding, Senior Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584**

Attention: Sue Ding, Senior Contract Administrator

3. Identification of Proposals

Offeror shall submit an **original and 5 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and be clearly marked as follows:

"RFP 7-2155: Freeway Service Patrol Services"

All proposals **must include Exhibit B, Price Summary Sheet as a separate sealed package from the proposal.**

In addition to the above, Proposers shall also include **one (1) electronic copy** of their entire RFP submittal package in "PDF" format, on a CD or DVD.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a fixed vehicle service hourly (VSH) rate to perform all work specified in Exhibit A, "Scope of Services," incorporating a maximum payment obligation for the Authority's Freeway Service Patrol operations. Any contract resulting from this RFP will be awarded on a per-service area basis.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Sue Ding, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.
- g. Acknowledgement by Offeror that any protest filed by Offeror shall be done in accordance with Authority's written procedure. If Offeror fails to do so, Offeror waives all rights to any subsequent claim regarding said protest.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various government agencies identified in this RFP.
- (4) Describe the firm's drug and alcohol policy.
- (5) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.
- (7) Provide a certification that there are no criminal convictions of the firm's owners, officers, or key personnel that would disqualify the firm from participating in the Freeway Service Patrol program.
- (8) Provide a statement regarding whether or not the firm has

ever been suspended and/or terminated from an FSP program or California Highway Patrol rotation tow. Include dates of suspension and/or termination, if applicable.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Describe how your firm will select employees to provide the service for the project, ensure tow truck drivers are in compliance with log book requirements, ensure employees are properly paid, and any training your firm provides for the tow truck drivers.
- (4) Explain how and when your firm checks motor vehicle driving records for each driver.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff and how this project fits within the organization.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Services, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Services. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule. The work plan should include information on how vehicle/equipment will be maintained.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks associated with start-up, including acquisition of required vehicles, in terms of elapsed weeks from the project commencement date.
- (4) Identify methods the Offeror will utilize to ensure program safety, regulatory compliance with driver wage and hour requirements, compliance with log and seat time requirements, compliance with standard operating procedures, budget control, and schedule control for the project. Identify who will be responsible for each of these areas.
- (5) Provide a description (Make, Model, Body Type, Lift Type, etc.) of the vehicles that Offeror is proposing to utilize for the service. Please also provide a photo, drawing or diagram of the proposed vehicles in the attachment section of the proposal.
- (6) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror proposes to address them.
- (7) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Services that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Services (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or

deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Services (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. **Cost and Price Proposal**

The Offeror must submit Exhibit B, Price Summary Sheet, **as a separate, sealed package from the proposal.** No information regarding price shall be mentioned anywhere in the proposal content.

The Offeror shall provide a firm-fixed rate specifying a price per vehicle service hour to perform all the work specified in the Scope of Services.

The proposal price shall be based on an hourly cost for supplying the required number of FSP vehicles and operators for the beat's hours of operation as described in Exhibit A, Scope of Services, as well as for furnishing all labor, materials, tools, equipment, operating costs, insurance, overhead and incidentals as defined in this Request for Proposals.

The proposal shall also take into consideration that operators are required, and shall be paid by the contractor for attending mandatory training classes, and shall be required to respond to requests for service from Caltrans or CHP dispatchers and lend assistance to incidents encountered, whether or not it is at the end of operator's shift.

All proposals **must include Exhibit B, Price Summary Sheet as a separate sealed package from the proposal.** If a potential Offeror does

not own the required vehicles, but plans to acquire the vehicles, a statement as to how these vehicles will be acquired and the time line for acquisition shall be provided.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant, subcontractors and agents will be required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for May 14, 2018.

2. Status of Past and Present Contracts Form

Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract you identify.

Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used,

identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

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SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm 30%**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 15%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 30%**

Reasonableness of the VSH rate and competitiveness of this rate with other offers received.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel.

The committee members will evaluate the written proposals on technical merit reviewing (1) qualifications of the firm; (2) staffing and project organization; and (3) work plan. A list of top ranked proposals ("short list"), firms within a competitive range, will be developed based upon the totals of each committee members' score of the technical evaluation criteria for each proposal. A competitive range includes those firms that have a reasonable chance of being selected for award. Only "short list" firms will be considered for further evaluation.

Once a “short list” has been developed, the evaluation committee will open the sealed envelopes containing the short-listed firms’ proposed pricing. Pricing will be evaluated based on the reasonableness of the VSH rate and competitiveness of this rate with other offers received.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established March 26, 2018, as the date to conduct interviews/site visits. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on any of the aforementioned date, its proposal may be eliminated from further discussion. The interview may include a site visit, followed by a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm’s proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Regional Planning and Highways Committee, the proposal considered to be the most competitive to the Authority’s Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected offeror will be required to submit to the Authority’s Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within seven (7) business days of notification of the contract award.

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EXHIBIT A: SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

Purpose

The Orange County Transportation Authority (OCTA) operates Freeway Service Patrol (FSP) services on Orange County freeways. The FSP project is to provide for the rapid clearing of traffic lanes blocked by disabled vehicles, minor accidents, and congestion causing debris. Project services shall also assist disabled vehicles on the shoulders and in the center divider. When necessary, assistance shall be provided to California Highway Patrol (CHP) as directed by the scene officer at any incident if within the limits of the FSP project.

FSP operator(s), who work for the Contractor(s), shall assist motorists involved in minor accidents and those with disabled vehicles. They shall be responsible for clearing the freeway of automobiles, small trucks (vehicles with a gross weight of 6,000 pounds or less), and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions do not warrant, FSP operators shall remove the vehicles from the freeway to provide service.

FSP operators shall be required to provide on-the-spot assistance to motorists, free of charge, and with no tip. An Operator may: jump start vehicles, change a flat tire, provide a gallon of gas, refill radiators, tape water hoses, or provide other quick fixes to mobilize the disabled vehicle. FSP operators should not spend more than 10 minutes per disablement in attempting to mobilize a vehicle.

If a vehicle cannot be mobilized within the 10-minute time limit, the FSP operator shall tow the vehicle from the freeway to a designated drop location identified by the CHP. If the motorist desires alternate assistance, the motorist can request the FSP operator to take him/her to a call box or public pay phone if one is not available at the drop zone.

All Orange County FSP services shall be provided at no cost to the motorist. FSP operators shall not be allowed to accept gratuities (tips), perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. FSP operators are prohibited to make referrals to specific tow companies, including their own tow company. FSP operators found not to be complying with Orange County FSP regulations may be suspended or disqualified from the FSP program and/or the Contractor may be penalized up to and including termination of the contract. Termination of the contract shall be at the discretion of OCTA, with recommendations from CHP.

There may be some instances where FSP operators may be requested to lend assistance to CHP officers in the field. FSP operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the Orange County FSP program. ***If a CHP officer should instruct an FSP operator to provide service that is outside of FSP guidelines, the FSP operator must clear such service with FSP dispatch prior to providing the service.***

Background

The FSP program is a statewide program that is operated and funded through cooperative agreements with the participating agencies. OCTA has entered into a Memorandum of Understanding with the California Department of Transportation (Caltrans) and the CHP for the operation of FSP on freeways throughout Orange County.

The authority for FSP operations derives from (a) Section 2435(A) of the California Vehicle Code, which allows FSP trucks supervised by the CHP to stop on freeways for the purpose of rapid removal of impediments to traffic, and (b) Article 3, Section 91, of the Streets and Highways Code, which states that Caltrans is responsible for traffic management and removing impediments from the highways as well as improving and maintaining the state highways.

Basic Qualifications

This Request for Proposals (RFP) is being issued by OCTA to select Contractor(s) for several FSP service areas outlined in Attachment A of this scope of services. Service areas may be awarded to a single Contractor, or may be awarded to multiple Contractors at the discretion of OCTA.

To be awarded a contract, a Contractor must have a tow facility within close proximity to the service area, have been in business a minimum of three years, and have a minimum of three years of tow business experience. CHP rotation tow, FSP program tow, or municipal tow experience (i.e. local law enforcement rotation tow program) may be beneficial, but is not required.

A Contractor with no prior FSP experience shall be considered *NEW* and may only be awarded one service area (up to five beats, including midday, weekend, and construction service beats). A Contractor that has been suspended or terminated for cause from any FSP Program or CHP rotation tow program within the State shall not be eligible to participate in the Orange County FSP program for five (5) years from the date of suspension or termination. A *NEW* Contractor, who remains in good standing, as determined by FSP Management, may be considered for additional service area awards in future procurements. For the purpose of this document, FSP Management includes both OCTA and CHP program supervisors.

An existing Contractor that is not in good standing, but has not been suspended or terminated from the program, as determined by information received by OCTA's FSP Project Manager at the time of their proposal submission shall be considered *NEW* and may only be awarded one service area.

FSP Management Staff reserves the right to limit the number of service areas awarded to any one Contractor.

Awarded Contractor(s) should anticipate a maximum of 150 days to acquire the required equipment and have it inspected, hire and train drivers, and be fully operational. A successful Contractor will be expected to have all required equipment, inspections, hiring, and training completed at least ten (10) business days before the start of service. If the Contractor does not meet this operational requirement, the contract may be terminated and the Contractor will not participate in the FSP program.

OCTA, Caltrans, and CHP jointly develop guidelines for the operation of the service. The CHP is responsible for driver's approval, background investigations, training, dispatching, vehicle inspections, supervising service performance, and ensuring that the Contractors abide by the terms of the contracts.

Locations and Hours of Service

The Orange County FSP operates on selected freeway segments referred to as beats. Each beat will have specific turnaround locations and designated drop locations identified by the CHP. Attachment A provides a service area description, number of designated tow trucks, number of backup tow trucks, and daily hours of operation for each beat. Weekday service beats 551 and 552 will end November 21, 2020, to be transitioned to a different service area effective November 22, 2020. Construction support beat 556 is not guaranteed, and may begin sometime after November 21, 2020. A notice to proceed would be issued at least sixty days prior to the start of beat 556. Attachment B provides a tentative holiday schedule for FSP service. It should also be noted that midday service will be canceled on one day each quarter so that drivers may attend mandatory service training. Please use these service hour guidelines when calculating estimated revenue vehicle hours and developing cost proposals.

OCTA reserves the right to add or delete holidays to the work schedule; these changes will be kept to a minimum. Travel time (deadhead) and costs to and from the service beat will be at the expense of the Contractor, and should be included in the overall revenue vehicle hourly rate. The Contractor's vehicle must be on the beat when advising dispatch that it is available for service. Vehicles that are not on the beat by the required start time will be docked revenue vehicle service hours and may be subject to other penalties outlined in the CHP Standard Operating Guidelines (SOG) (Attachment C).

OCTA 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 direction from OCTA, followed by a written change order within 72 hours. Any changes, if necessary, are expected to be in beat configurations that would not have a significant impact on the number of service hours provided or amount of deadhead time.

Data Collection

It is important that Contractors provide accurate information and data on the number and types of assists that are provided. Every attempt will be made to ensure that OCTA-provided equipment will be functional and capable of tracking the vehicle and

providing a Wi-Fi signal for Contractor-provided tablet data devices. Contractors shall be required to provide a new iPad tablet data device with the most current iOS Operating System and mounting hardware for each vehicle and backup vehicle, to collect assist data throughout the course of an FSP operator's shift. Contractors shall also be required to maintain and manage data devices in the same manner as any other piece of required equipment for their vehicle. Contractors should maintain at least one spare device, and should anticipate replacing all iPad devices at least once during the contract term. Vehicles without functional data collection devices will be placed out of service until another vehicle or device is provided. Each Contractor's FSP operator will be required to enter assist data into the data device as it is performed. In addition to inputting data into the data device, Contractor's FSP operators shall be required to maintain a manual log of all assists performed during the course of their shift.

Contractors shall be required to establish quality control processes that assure that all assist data is entered into the data collection system. This may include entering manually collected assist data from the assist log into the data system using a contractor data entry interface that is provided through the tracking application. Contractor is to manage the data entry and data collection process in a manner that ensures the timely and accurate collection of assist data. Manually collected assist data must be entered into the system within three business days.

Payment, Pricing and Reporting

OCTA shall pay a firm-fixed rate per revenue vehicle hour (RVH) to perform all work specified in this scope of services. Reimbursement shall be on an hourly basis for services rendered during hours of operation as recorded by the CHP on its monthly report that is provided to both OCTA and the Contractor. Overtime at the standard firm-fixed rate shall be paid for time worked outside the normal hours of operation only upon approval by the CHP. Penalties, as described in the Penalties section, as determined and recorded by the CHP, shall be deducted from the monthly payment. Except as explicitly identified in this document, OCTA shall not reimburse the Contractor for any other costs or equipment.

Diesel and gasoline fuel for the FSP service shall be provided by the Contractor. Contractor will provide four RVH rates for a range of fuel prices. RVH rates will be paid according to the pricing for the current average fuel rate. Pricing will remain firm for three months at a time, based on the previous quarter's average fuel price. No other changes will be allowed to the RVH H rate.

OCTA's Project Manager will review the fuel prices every quarter. Average fuel prices shall be calculated using data from the Energy Information Administration's Official Energy Statistics from the U. S. Government which can be found at <http://www.eia.doe.gov>. At the beginning of each quarter (January, April, July, and October), the average fuel cost for the previous quarter will be calculated using the retail gasoline price for all grades in the State of California. That average cost shall be the basis for the RVH rate to be billed. OCTA's Project Manager shall notify the Contractor

in writing of the average fuel cost and RVH rate to be used for billing purposes during the quarter no later than 21 days following the beginning of the quarter.

Each Contractor shall be required to provide the following reporting documents monthly as part of the Contractors invoice package:

- 1) Monthly Overtime Log – A monthly log of hours worked beyond the scheduled beat end time, which will be submitted to CHP for consideration. Overtime logs must be submitted within two (2) business days after the close of the month.
- 2) Service invoice indicating the company name, contract number, service month, the service area, beat numbers, scheduled revenue vehicle hours, monthly docks and overtime by beat, actual revenue vehicle hours operated, revenue vehicle hour rate, billable amount, contract maximum obligation, amount billed against the contract to date, remaining contract balance, any notable events impacting billing and an authorized company signature.
 - a) OCTA and CHP will provide a monthly hourly summary that the Contractor may utilize as their invoice after verifying the hourly summary information, calculating contract to date expenditures, and returning with the Contractor's signature and required reports.
- 3) Monthly Collision and Incident Log – A monthly accident and incident log, providing a recap of any Contractor- involved collisions or incidents occurring during the month. The monthly collision and incident log must include the date and time of the occurrence, location of the occurrence, beat assignment, vehicle number, FSP operator's name, a description of the event, if any party (including the FSP operator) required medical attention, and if any vehicle was towed from the scene. NOTE: If any party required medical attention or any vehicle was towed from the scene, a drug and alcohol test must be performed immediately (or as soon as practical if medical attention is required).

In addition to the monthly collision log, all collisions and incidents must be reported to CHP program supervisors and to the OCTA Project Manager via telephone and email immediately after the occurrence.

Examples of incidents include, but are not limited to, service complaints received through the Contractor, failed cursory inspections, employee or company adverse actions issued by CHP program administrators, etc. The log must include a description of the incident and outline what is being done to prevent future occurrences.

- 4) Current Operator List – A current operator list that includes driver's license number, medical card, and DL 64 certification expiration dates. The operator list must also identify any new operators and operators that are no longer participating in the program and their program start or end date.

- 5) Current Vehicle List – A current vehicle list that includes the vehicle make, model, year, type, license plate number, primary beat assignment (or backup) and end of month odometer reading (odometer reading after the last service shift of the month).
- 6) Missed Service Log – A log outlining the beat number, vehicle number, date, time, duration, and reason for any missed service (late vehicle, breakdown, etc.) The missed service log is to identify the root cause of the missed service and an action plan to prevent future occurrences.
- 7) Safety Meeting Minutes – Safety meeting minutes outlining safety meeting date, start time, end time, topics covered, and meeting attendees.
- 8) Operator Assist Logs – Contractors may be required to submit FSP operator assist logs upon request.

Term of Contract Operation

FSP services awarded through this procurement shall begin on December 1, 2018, and shall continue in full force for five (5) years, through November 30, 2023, unless earlier terminated or extended. Weekday service beats 551 and 552 will end November 21, 2020, to be transitioned to a different service area effective November 22, 2020. Construction support beat 556 is not guaranteed, and may begin sometime after November 21, 2020. A notice to proceed would be issued at least sixty (60) days prior to the start of beat 556.

Vehicle Specifications

If awarded a contract, the Contractor's service vehicles assigned to this contract must be dedicated to the FSP program and may not be used for any other purpose for the life of the contract. Service vehicles must be returned to Contractor's facilities when not providing FSP service. All vehicles are to be crew cab in design and provide for the transportation of up to four (4) passengers (including the front passenger seat).

Vehicle Identification/Decals

If awarded a contract, a Contractor's trucks shall be in adherence with the vehicle-labeling requirements set forth in the following paragraphs. The purpose of the vehicle-labeling guidelines is to establish a standard that will improve public recognition of the FSP program as well as enhance the image of the FSP program.

Base Vehicle Color

FSP fleet vehicles shall be painted totally white, except for authorized and required markings. Descriptions of required markings are provided in this document.

Vehicle Letters/Numbers

Vehicle numbers (i.e. 134, 530, etc.) shall be applied on the left and right front quarter panel of each vehicle and shall be easily recognizable from a distance. Numbers also must be visible from the rear cab of the vehicle. See below for size and color requirements. If in the opinion of FSP Management they are not in an acceptable area, they must be re-applied. Contractors should contact FSP Management prior to application if there are any questions.

Contractor Information and Location on Vehicle

Contractor's name, address, telephone number, and Motor Carrier Permit number, as required by law, shall be labeled on the driver's and passenger's sides of the vehicle. The information shall be centered as much as possible (see below). Contractor information shall be placed in the lower rear bed section of the vehicle.

CONTRACTOR NAME
Street Address
City, State and Zip Code
Telephone number with area code
Motor Carrier Permit Number

Letter/Numbering for Contractor Information

Letter/number size shall be two (2) inches tall by two (2) inches wide. Vertical separation between lines shall not be greater than that font size.

Lettering on the FSP vehicles shall be parallel to the ground. Contractor name shall be in upper case letters. The remaining lines shall use upper case first letter and lower case string (except CA for California). The Motor Carrier Permit line should read "CA 12345" (sample). Lettering shall be standard black. No other color is acceptable. Metallic lettering is not acceptable. The color of the lettering shall not blend with the area in which they are placed. Shadowing is not acceptable.

Only block letter fonts shall be used for lettering or numbering on FSP vehicles. Italic or script fonts are not allowed. The following is the only acceptable block letter font:

Arial Font

Unallowable Items

No pin striping or underlining

No Contractor logos, non-FSP logos, symbols, pictures, markings, etc.

No hours of service, names, etc. on any part of the vehicle other than as specified herein

No lettering on booms, hoods, windows, and mud flaps, etc. other than as specified

No HSO numbers

No magnets (Other than CHP approved Not In Service signs)

No lettering in front or rear of vehicles, except what is required by this RFP

Exceptions

Any Contractor wishing to request a deviation from the lettering guideline must do so in writing and must receive approval in writing by the FSP Management prior to application. Any deviation from this guideline shall be cause for service suspension until corrected. Contract start-up inspections shall not be approved if the guidelines are not followed. Contractors shall not be allowed to begin service until the vehicle inspections are approved.

Light Bar Strip Label/ Bug Deflector

Light bars shall be mounted on a 4-inch (approximate) extended bracket (Contractor design). A strip metal panel shall be affixed to the bracket between the light bar and the cab roof section approximately 3-1/2 inches tall and 1/2 inch thick. The strip metal bar shall be labeled with "**Freeway Service Patrol**" on rear side (rear facing). The front face lettering shall be a mirror image on the Bug Deflector or if float truck front, it may be placed without the bug deflector, so that it can be read legibly through a motorist's rear view mirror. See sample below.

Front Facing Bug Deflector or flat truck surface:

lortaP ecivreS yaweerF

Rear Facing Light Bar:

Freeway Service Patrol

All light bars with strip metal FSP program labels shall be required to be covered (canvas type cover – Contractor design) when not providing FSP service. The cover should be labeled "NOT IN SERVICE" (uppercase, black, 2 inch, Arial).

Door Panels

The official FSP logo decal shall be placed on one door of each side (door closest to front of vehicle) of all FSP vehicles. OCTA shall provide the FSP logo decal, and the Contractor shall provide the FSP lettering.

Logo/Lettering on Booms (If Optional Boom Is Provided)

Contractor will be required to provide the following lettering on each side of the boom: **Freeway Service Patrol**. This lettering will adhere to specifications from the previous section.

511 Motorist Aid Decal

The official 511 Motorist Aid decal shall be placed on the rear and sides of all FSP vehicles, in a location that will be easy for motorists to see. Specific location is to be proposed by the Contractor, and approved by OCTA. OCTA shall provide the 11" by 14" 511 Motorist Aid decal for each vehicle.

Not In Service Signs

Contractor shall provide magnetic "Not In Service" signs (2) that shall be placed over the FSP logos, covering the entire logo (approximately 18" x 18" square), while deadheading to and from the service beat, and during other vehicle movements where the vehicle is not in service (transport to maintenance vendor, etc.)

OCTA/Contractor Furnished Material

OCTA will provide the Contractor with all FSP and 511 logos described in this RFP. The Contractor is required to furnish and install all of the material and requirements defined in these guidelines unless otherwise stated.

Equipment Requirements

A. Tow Truck Requirements (Must Be Crew Cab)

All vehicles must be exclusively dedicated to the Orange County FSP program. All maintenance activities shall be conducted during non-service 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 crew-cab cab configuration that will allow for the comfortable transport of up to four passengers (including the front passenger seat). All trucks proposed for use in the FSP program shall be less than one year old with a maximum of 25,000 miles at the start of service.

All tow truck bed assemblies shall either be new; or if used on a normal tow truck business, less than 6 months old and re-certified by the manufacturer or assembler; or if used on an FSP beat, less than three years old and recertified by the manufacturer or assembler. The recertified certificate shall include a statement proving at a minimum:

1. Replacement of center pin, T-Bar, winch cable (if equipped with boom), sleeve, and wheel restraint straps; and
2. Crack inspection and new paint; and
3. Recertification of hydraulic lines and certification of no leaks.

Self-certification will not be allowed. Recertified beds must also pass CHP inspections. On all truck beds, the wheel lift assemblies shall have rust removed and be painted at least once a year.

Each tow truck shall be equipped in accordance with the CHP's Freeway Service Patrol Manual and Standard Operating Guidelines Manual and, at a minimum, shall include the following:

- (Required) Wheel lifts towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
- (Optional) Boom with a minimum static rating of 8,000 pounds. A boom is not required as part of operating in the FSP program; however, a boom may be provided at the contractor's discretion in order to maintain vehicle resale value or for other purposes. If provided, the boom and all of its related components and equipment is expected to be operational, and will be subject to inspection and certification.
- (Required only if boom provided) Winch Cable - 8,000 pound rating on the first layer of cable.
- (Required only if boom provided) Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3,500 pounds.
- (Optional if boom is provided) Towing slings rated at 3,000 pounds minimum.

B. Tool, Equipment and Supply Requirements

Attachment C provides Freeway SOG, which are reviewed, updated, and distributed annually to all tow Contractors and Contractors' personnel. Contractors must assure that all Contractor vehicles assigned to the FSP program are equipped with the tools, equipment, and supplies identified in the FSP SOG. Contractor may, at their discretion, equip vehicles with additional tools, equipment, and supplies that allow their operators to perform their work more efficiently or safely. Please refer to section 2.1.5 of the FSP SOG, Contractors Duties and Responsibilities - Tools, Equipment, and Supplies, for a complete list of required tools, equipment, and supplies.

C. General Vehicle Requirements

Prior to commencement of service, the CHP will inspect each vehicle designated for the FSP program to ensure that it meets the vehicle specifications and meets or exceeds safety requirements. **These inspections must be completed no later than 10 working days prior to the start of service.** Succeeding

inspections will occur at the discretion of CHP and at least annually at a location designated by CHP and at the expense of the Contractor.

The CHP may randomly inspect vehicles at any time during service. 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 in one-quarter hour increments at double the Contractor's hourly rate. Backup vehicles will be required to complete the shifts of vehicles removed from service. The Contractor shall be required to have a backup vehicle available for service at all times. All backup vehicles will meet the specified requirements.

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

D. Pre-Operation Inspections

The FSP operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the required equipment prior to the start of each shift. An inspection/inventory sheet shall be completed prior to the start of each shift. Any item missing must be replaced prior to the start of the shift. For FSP program purposes, the inspection sheets must be kept on file at the Contractor's office and available for CHP or OCTA inspection, upon request for, 60 days from the service date.

E. Vehicle Identification

All vehicle identification must adhere to the guidelines as previously outlined.

Communications Equipment and Data Collection

Communications Equipment

Each Orange County FSP vehicle will be equipped with a radio that will allow the FSP operator to communicate with the CHP Communication Center and Caltrans Traffic Operations, a Cradlepoint Router or other GPS and Wi-Fi hot spot device, a radio antenna, and GPS antenna. This communications equipment will be supplied, installed, and maintained by OCTA, to assure continued operation.

Contractor will be responsible for providing electrical connection points for OCTA-provided equipment (radio and router/controller). Contractor will be responsible for monitoring and supervising the installation of OCTA-provided equipment (radio, router/controller, radio antenna, GPS antenna, etc.) by OCTA-provided communications

system installers, to assure that no FSP contractor equipment is damaged during the installation process. Contractors are encouraged to perform any necessary drilling that may be required for installation, under the direction of OCTA-provided communications equipment installers, to avoid any potential damage to Contractor equipment. Contractor should not pre-drill holes for OCTA-provided communications equipment as antenna location and other issues must be determined and coordinated with OCTA communications system installers to assure effective communications for all systems.

Contractor will be responsible for ensuring that the equipment is contained in a secure environment and protected from theft or damage. Contractors will be responsible for any replacement or repair cost for OCTA provided equipment that is not considered normal wear and tear.

Contractor shall be responsible for maintaining the security of the vehicle communication equipment. The Contractor shall be liable for any damage, other than normal wear and tear, to OCTA-provided equipment. The Contractor shall also be liable for the full replacement value of the equipment installed in the trucks while in the care, custody, and control of the equipment. OCTA shall deduct repair fees as well as the full replacement cost of any OCTA equipment from the Contractor's payment for the month in which OCTA must replace or repair equipment, if possible. If not possible, OCTA shall deduct the repair fees and or replacement costs from any funds owing to the Contractor. OCTA supplied vehicle equipment shall be returned upon contract termination. The cost of any equipment not returned in good working order shall be deducted from the Contractor's final payment.

Data Collection

It is important that Contractors provide accurate information and data on the number and types of assists that are provided. Contractor will be required to provide one iPad tablet computer (data device) with Wi-Fi internet capability and a modern web browser for each service vehicle and backup vehicle. Contractor will also be required to provide, install, and maintain Contractor selected in-vehicle mounting hardware for each data device. Contractor is to maintain and manage Contractor provided data devices in a manner that ensures the timely and accurate collection of assist data.

Contractor agrees to allow OCTA to install a Cradlepoint or other router / controller with GPS and Wi-Fi hot spot capabilities through the term of the agreement. Contractor-provided devices will connect to an OCTA-provided web or tablet application, through the OCTA installed controller, utilizing a wireless data account provided by OCTA.

Each FSP operator will be required to enter assist data into the reporting system, using the Contractor-provided data device, as it is performed. For data consistency, and to ensure the collection of service data, FSP operators may be required to maintain a manual log of all assists performed during the course of their shift in addition to entering the data into the system, or if for some reason assist data may not be entered into the system.

Contractors shall be required to establish quality control processes and sampling procedures that assure that the FSP operator enters all assist data into the system. This must include entering manually collected assist data from the assist log into the system, should there be a device failure or the driver otherwise does not enter assist data into the system. Manually collected assist data must be entered into the system within three business days.

Fuel

As described in the Payment, Pricing and Reporting section of this scope of services; diesel and gasoline fuel for the FSP service shall be provided by the Contractor. Contractor will provide four RVH rates for a range of fuel prices. RVH rates will remain firm for three (3) months at a time. No other changes will be allowed to the RVH rate.

FSP Operators

All potential FSP operators shall be required to have a safe driving record as specified by FSP guidelines, a current California Class C driver's license, a medical certificate (within two years of issuance), and be at least 20 years of age.

Potential FSP operators shall be subject to driving record and criminal background checks. The driving record and criminal background checks shall be performed by the CPH with the cost covered by the Contractor (See Standard Operating Guidelines). FSP operators will be required to submit to Livescan finger printing. FSP operators will not be eligible for the FSP program if they possess a felony or misdemeanor conviction as listed in Section 13377 of the Vehicle Code. Additionally, the CHP Standard Operating Guidelines Manual further outlines disqualifying violations which shall be applicable to this contract.

Potential FSP operators shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. All potential FSP operators must be capable of demonstrating their tow operating abilities prior to going into service. Additionally, the FSP operators will be required to exercise good, sound judgment in carrying out their duties.

The Contractor, at its cost, shall be an active participant in the Department of Motor Vehicles' (DMV) Pull Notice Program.

FSP Safe Driver Guidelines

FSP safe driver guidelines specify that when a driving record print out from the DMV computer system is evaluated by CHP Officers assigned to the FSP program, all convictions listed will have the same point value as determined by DMV. Point values for Vehicle Code Sections, other code sections, and city or county ordinances involving the operation of a motor vehicle or motorcycle are assigned by the DMV, for the purpose of

evaluating a driving record. In addition to the sections listed by the DMV as having a point value, Vehicle Code Section 40508 may be included in the one point category. Operators with these violations will be evaluated by the FSP supervisory staff on a case by case basis. Collisions that do not have a not at fault disclaimer will also be evaluated on a case by case basis.

A Contractor's operator may be denied certification and eligibility for the FSP program for not meeting FSP Program safe driver or other guidelines. Prospective Contractors should refer to Attachment C, FSP SOG chapter 3, for FSP program and safe driver guidelines. FSP program guidelines, including safe driver guidelines, apply equally to all Contractors, key personnel, and FSP Operators. Contractors, key personnel, and FSP Operators who fail to continually meet FSP safe driver and other guidelines will be disqualified from participation in the FSP program.

Operating Guidelines

FSP operators shall be required to inform the CHP Communications Center at any time he/she leaves the assigned beat. This includes, but is not limited to, replenishing expendable items such as gasoline, fire extinguisher, etc., and removing a disabled vehicle to a location other than a CHP identified designated drop location, etc. The FSP operator shall be required to complete assist records for each incident.

All FSP operators, including backup operators, shall be required to complete the CHP/Caltrans training program, which costs \$50.00 per operator. The Contractor shall pay FSP operators for the time spent in the training class. No FSP operator will be allowed to begin patrolling without attending the mandatory training classes, subsequent proficiency tests, and required ride-alongs without prior approval of the CHP. Any FSP operator who is found on patrol without completing the mandatory training class shall be prohibited from further Freeway Service Patrol service and the Contractor's contract terminated immediately. These costs, including FSP operators' hours, are not reimbursable by OCTA.

Mandatory CHP/Caltrans refresher training classes shall be scheduled quarterly. The required training shall occur for a **minimum of eight (8) hours per year**. Contractors shall pay all FSP operators and backup operators for attending the training. These costs, including FSP operators' hours, are not reimbursable by OCTA. Certified Contractor staff designated as key personnel in the contract who do not drive as part of their regular duties may be excused for up to one (1) training session each calendar year. Arrangements to be excused from training must be made with CHP program supervisors prior to the training date. The key personnel must also make arrangements to meet with CHP supervisors to cover the material presented at the training.

Mandatory quarterly training is scheduled from 12:00 pm until 2:00 pm quarterly. Contractors will not operate midday service beats when scheduled for quarterly training. Quarterly training occurs during most operators meal period break. Program participants (Contractors and OCTA) alternate sponsoring the quarterly training lunch for

up to 90 participants. Based on the current number of Contractors, Contractors should anticipate sponsoring a quarterly training lunch once each year.

Contractor shall designate a lead FSP operator for their FSP service. The lead FSP operator shall be approved by the CHP Field Supervisors. The lead FSP operator duties shall include distribution of materials and the communication of routine operational guidelines from the CHP to their FSP drivers. The lead FSP operator must have a cellular phone for communication with CHP supervisors during FSP operation at Contractor's expense.

Alcohol and Drug Policy

The CHP, Caltrans, and OCTA maintain a **ZERO** tolerance drug and alcohol policy. Contractors must maintain at a minimum, OCTA's policy which is available upon request.

Contractors shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy, and an employee alcohol/drug-testing program. Any Orange County FSP operator found working with any amount of drugs or alcohol in his/her system, on his/her person, or in his/her vehicle will be disqualified immediately. The Contractor shall be responsible for finding a replacement operator for that vehicle.

Driver Uniforms and Equipment

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

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

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

The first initial of the first name and full last name shall be sewn above the left chest pocket so that it shall be clearly visible with the collar open. Letters shall not exceed ½ inch. A detachable metal or plastic nameplate may be worn in place of the embroidered name at the Contractor's option.

Reflective white stripes shall be sewn and worn around both leg cuffs of uniform pants. Uniforms shall be provided by the Contractor.

The CHP/FSP Field Supervisors will conduct random uniform inspections.

Safety Vests

The Orange County FSP logo shall be sewn across the middle portion of the back of each vest. It shall be centered. The small Freeway Service Patrol logo shall be sewn on the left front panel. Vest shall be worn at all times during FSP hours of operations except during authorized breaks. FSP Patches large and small shall be provided by OCTA. Vest shall be supplied by the Contractor and must conform to ANSI Class 3 standards, must be neon green and include an identification card holder sewn onto the vest.

All FSP operators shall wear general duty black leather utility-type work boots with protective steel toe. This will be provided by the Contractor.

Tee shirts worn under the uniform shall be white or navy blue and not exceed the length of the uniform shirt. During cold weather, a navy blue sweater or sweatshirt, without a hood, may be worn under the uniform shirt/jumpsuit. A navy blue jacket may replace the sweater or sweatshirt at the Contractor's option, if it meets all the uniform specifications. Jackets and sweatshirts shall be worn under the safety vest.

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

Hats shall be provided by OCTA. The words "Freeway Service Patrol", the initials "FSP", or the FSP logo shall be embroidered above the brim. The words or initials shall be centered. It shall be sewn in white. No other hats, logos/names shall be accepted or authorized.

Penalties

Mechanical Breakdown - If a truck goes out of service for mechanical reasons, the Contractor will be penalized in 15-minute increments at straight time up to 45 minutes, until such time that the truck either returns to service or a backup truck is deployed. If the repair takes longer than 45 minutes, the dock will be double the hourly rate. The start time for the dock will be the original time the Operator went out of service.

Missed Service - If an Operator arrives more than 30 minutes late to the beat, or if a truck is unavailable other than due to a mechanical breakdown, or if an eligible operator is unavailable to work a shift, the Contractor will be penalized triple the hourly rate for each 15-minute increment of missed service.

Operator/Vehicle Removed from Service - If an FSP operator or vehicle is removed from service due to any violation of the SOG or contract, the Contractor will be penalized double the hourly rate for each 15-minute increment that the beat is not covered.

Tardiness - If an FSP operator arrives late to the beat, the Contractor will be penalized double the hourly rate for the first 15 minutes that the FSP operator is tardy. After the first 30 minutes, the Contractor will be penalized as Missed Service from the beat start time, until the beat is covered.

Non-Compliance with Driver Wage and Hour Requirements - Contractors must comply with all federal, state and local wage and hour regulations, with specific emphasis on California Department of Industrial Relations Wage Order Nine, on-duty time, behind the wheel time, and rest time requirements. Contractors who fail to comply with commercial driver log book guidelines related to on duty, behind the wheel, and rest period requirements will be penalized \$100.00 for each employee occurrence.

A pattern of non-compliance, or non-compliance with other federal, state and local regulations, may result in contract actions up to and including termination of the agreement.

Local Office

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority to conduct business and make decisions on behalf of the Contractor. The office shall have business hours coinciding with Contractor's beat(s) hours of operation. The office shall be located within close proximity to the service area, and within close proximity to the Contractor's beat(s).

The Contractor shall also provide a telephone service, an internet connection, and a recent model CPU, monitor, and printer for use by office and management personnel. OCTA will provide access to OCTA's web based FSP monitoring application for Contractor monitoring purposes, and to allow Contractors to enter service data that was not entered through the in-vehicle data device.

During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. All persons who have authority to make FSP decisions shall be trained by CHP staff by attending the SOG class.

Records relating to company drug and alcohol program training, required drug and alcohol testing, safety training, payroll, and DMV pull notices must be available at the local office for inspection at any time during regular business hours, 0800 hrs to 1700 hrs, Monday through Friday.

Standard Operating Guidelines (SOG)

The SOG is a living document supplied by FSP Management. This document contains the training and procedural guidelines for the FSP program as outlined in CVC 2435(B), 2438(A). All changes to the SOG will be generated by FSP Management and sent to the Contractor to update their book. Each Contractor must maintain a copy of the SOG in each FSP vehicle and at the office for the FSP operators to view. The SOG will be updated annually, and will be maintained by the CHP and OCTA. Contractor is required to abide by and follow all guidelines contained in the SOG.

Vehicle Availability for Inspection, Service and Contract Transition

Contractor will be expected to make vehicles available for inspection, communications equipment installation, communications equipment maintenance and service, and for other business purposes during non-FSP hours at no cost to OCTA. Every effort will be made to coordinate inspection and communications system service activities during the course of a regular business day, between 0800 hrs to 1700 hrs, Monday through Friday.

Because of the nature of the service hours, starting at 0600 hrs, ending at 1900 hrs, Monday through Friday, contract transition activities for contract start and contract end, and the transition of OCTA-provided communications equipment will need to occur outside of regular FSP hours. These activities will be conducted after the close of business on the last contract day, before the start of business on the first contract day, or over the weekend (when available). Contractors will be expected to make vehicles available before or after hours, or on the weekend at no additional cost to OCTA for the purpose of installing or removing communications equipment at the start and end of a contract period.

ATTACHMENT A

Provider / Contract #	Service Area	Beat #	Location	Tow	Backup	Hours of Operation
State Route 91 (SR-91)						
TBD Exp 12/01/23	2	914	Tustin Avenue - Imperial Highway	1	1	Peak Hour Service 6:00 to 10:00 and 15:00 to 19:00 * Until 11/21/20
		915	Imperial Highway - Gypsum Canyon Road	1		
		916	Gypsum Canyon Road - Green River Drive	1		
		551	SR-55 From SR-91 - Chapman Avenue *	1		
		556 CM	SR-55 From I-5 to I-405 Start date and service boundaries are estimated and are subject to modification or cancellation. Contractor will be given notice to proceed at least 90 days prior to start	Existing Tow		Construction Support Service Mon - Fri 10:30 to 14:30 & 19:30 to 22:00 Saturday and Sunday 10:30 to 19:00 * Start after 11/21/2020
		555 M	Interchange Area - SR-91 and SR-55	Existing Tow		Mid Day Service 10:30 to 14:30
		922 M	SR-91 Tustin Ave / SR-55 - Green River Drive	Existing Tow		Saturday and Sunday 10:30 to 19:00
Interstate 405 (I-405)						
TBD Exp 12/01/23	4	405	Los Angeles County Line - Seal Beach Boulevard	1	1	Peak Hour Service 6:00 to 10:00 and 15:00 to 19:00
		406	Seal Beach Boulevard - Goldenwest Street	1		
		407	Goldenwest Street - Brookhurst Street	1		
		401 M	Interchange Area - SR-22, I-405 and I-605	Existing Tow		Mid Day Service 10:30 to 14:30
Interstate 5 (I-5)						
TBD Exp 12/01/23	7	504	17th Street - Red Hill Avenue	1	1	Peak Hour Service 6:00 to 10:00 and 15:00 to 19:00
		505	Red Hill Avenue - Jeffrey Road	1		
		506	Jeffrey Road - El Toro Road	1		
		513 M	Red Hill Ave - Bake Parkway through I-405 Interchange	Existing Tow		Mid Day Service 10:30 to 14:30
State Route 57 (SR-57)						
TBD Exp 12/01/23	9	570	Los Angeles County Line - Yorba Linda Boulevard	1	1	Peak Hour Service 6:00 to 10:00 and 15:00 to 19:00 * Until 11/21/20
		571	Yorba Linda Boulevard - Lincoln Avenue	1		
		572	Lincoln Avenue - I-5/SR-22	1		
		552	SR-55 From Chapman Avenue - Warner Avenue *	1		
		573 M	Interchange Area - SR-57 and SR-91 * Start 11/21/20	Existing Tow		Mid Day Service 10:30 to 14:30

ATTACHMENT B

FREEWAY SERVICE PATROL OBSERVED HOLIDAY LIST

MEMORIAL DAY	(Last Monday in May)
INDEPENDENCE DAY	(July 4)
LABOR DAY	(First Monday in September)
VETERANS DAY	(November 11)
THANKSGIVING	(Thursday and Friday)
HOLIDAY BREAK	(December 25 – 31)
NEW YEARS DAY	(January 1)

NOTE: Changes in holidays (non-work days) may be made by FSP Management during the contract period, based on historical traffic congestion and the need for congestion mitigation measures on the holiday.

Hours may be extended on the work day before a holiday for getaway traffic or on the day before the next work day after a holiday. This may fall on a Friday, Sunday, or during the week.

Holidays occurring on Saturday or Sunday may be observed on the Friday before (Saturday) or the Monday following (Sunday) the holiday date. Weekend service associated with a Saturday or Sunday holiday date will be evaluated by FSP Management each year, and may or may not be provided.

Actual holiday schedules will be issued annually by FSP Management.

FSP midday service will also not operate for one day each quarter, when drivers will be required to attend mandatory training. Exact training schedule dates and locations will be issued at the beginning of each year.

Orange County

Freeway Service Patrol

STANDARD OPERATING GUIDELINESⁱ



ORANGE COUNTY TRANSPORTATION AUTHORITY

CALIFORNIA HIGHWAY PATROL

CALIFORNIA DEPARTMENT OF TRANSPORTATION

January 2018

Issued 12/3/2017

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**ORANGE COUNTY FREEWAY SERVICE PATROL
STANDARD OPERATING GUIDELINES**

**ACKNOWLEDGEMENT OF RECEIPT OF SOG
AND PERMISSION TO USE IMAGE**

I have received a copy of the Orange County Freeway Service Patrol Standard Operating Guidelines dated January 2018. I understand and acknowledge by my signature below that compliance with these guidelines is a condition of my participation as an Operator in the Freeway Service Patrol (FSP) Program. I understand that it is my responsibility to read, understand, and comply with these guidelines. I further understand that California Highway Patrol (CHP) and Orange County Transportation Authority (OCTA) Program Administrators may conduct inspections and searches of contractor owned vehicles to assure compliance with program policies and contract requirements at any timeⁱⁱ.

I hereby grant the OCTA, CHP, and the California Department of Transportation the irrevocable and unrestricted right to use, reproduce, and distribute photographs and/or video images taken of me during the course of my association with the FSP program, and waive any right to compensation that may result from the use of the imagesⁱⁱⁱ.

Operator Name (Print)

Operator ID #

Operator's Signature

Date

**This form is to be removed, completed, and
returned to CHP Management Staff no later
than December 21, 2017.^{iv}**

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FOREWORD

Congratulations! As an Orange County Freeway Service Patrol Operator, you are a member of an elite team of congestion-relief specialists. Welcome to the Orange County Freeway Service Patrol (FSP) program; the premier program of its type in the country.

This Standard Operating Guideline (SOG)^v is a living document that will be updated annually, to reflect the constantly changing environment in which we work. Changes from the previously issued SOG are identified in red throughout this document, so that you may easily identify areas that have been added or modified.

The purpose of this document is to provide guidance and service standards for provided service through the FSP program. It does not replace or override your employer/tow company policies, procedures, or safety practices. While FSP program managers provide training on program guidelines and will test for basic proficiency, you are to follow your company provided training, policies, procedures, and safety guidelines when providing service. When in doubt, refer to your tow company policies and practices, or check with a company supervisor or manager.

Not all service situations arising in on the FSP program can be covered in this document, therefore sound judgment on the part of the FSP Operator should always be used. If you have any questions regarding any area of the Freeway Service Patrol Program, program guidelines, please see your company manager or a CHP Officer Supervisor Unit (David Unit).

Take pride in your job! You are fighting on the front line in a constant war to reduce congestion for Orange County motorists. Your smile can make someone's day.

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TECHNICAL DEFINITIONS

511 / Go 511

Orange County Motorist Assistance and Traveler Information website, smart phone application, and interactive voice response (IVR) system where travelers may obtain traffic information, transit information, or reach the freeway call box call center for freeway roadside assistance. Motorists may reach the 511 IVR system by calling 511 from their cell phone.^{viii}

Callbox

The bright yellow box located alongside the freeway, spaced about every two miles, used to contact a call center to request roadside assistance.

Caltrans

California Department of Transportation

Center Divider Wall

The wall in the center of the freeway that separates opposing directions of traffic.

CHP

California Highway Patrol

Contract

The legal document (of which this document is a part) between the Orange County Transportation Authority (OCTA) and your tow company owner.

Contractor

A tow company contracted to provide service for the Freeway Service Patrol program.

Dispatch

The CHP personnel assigned to dispatch the service vehicles for the Freeway Service Patrol program.

Edge Line (Fog Line)

The painted lines on the roadway surface used to delineate the edge of the roadway and provide a visual reference. Also known as a fog line.

FSP / OC FSP

Orange County Freeway Service Patrol Program

HOV/Carpool Lane

The lane to the left of the #1 lane. It generally requires vehicle occupancy of more than one person.

IDT

Initial Driver (Operator) Training

Lane Numbering

Traffic lanes are numbered from left to right starting with the number one, directly to the right of the HOV lane.

Management

Caltrans and CHP personnel assigned to supervise the FSP in the field (formally referred to as FSP Supervisors), and OCTA staff assigned to the FSP program.

Median/Center Divider	The portion of a divided highway separating the roadway for traffic in the opposite direction.
OCTA	Orange County Transportation Authority
Off Ramp	The freeway exit lane.
OJT	On-the-Job Training
On Ramp	The freeway entrance lane.
Operator	A trained contractor employed tow truck driver certified to work in the FSP program.
Overcrossing	A bridge for a roadway crossing over the freeway.
Redeployment	The deployment of alternate FSP Contractor resources to fill a service gap.
Service Truck	A pick-up truck (OC FSP no longer utilizes service trucks)
Service Vehicle	A tow truck or pick-up truck equipped and assigned to work for the FSP program.
Shoulder	The portion of the highway to the right of the traffic lanes, used by stopped vehicles and emergency stops.
SOG	The FSP program's Standard Operating Guidelines.
Tablet	iPad or other Tablet computer that has been approved for use as a mobile data device for the OCTA provided tracking and data collection system.
Disqualification^{ix}	Removal from the FSP Program.
Transition (Fly Over)	A connector road that joins two freeways.
Truck By-pass	A by-pass lane designed for truck traffic (such as on the I-5 between Lake Forest and the I-405.)
TMC	Orange County Traffic Management Center
Under Crossing	A bridge for a roadway crossing under the freeway.

ORANGE COUNTY FREEWAY SYSTEM



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CHAPTER 1

OVERVIEW OF ORANGE COUNTY'S FREEWAY SERVICE PATROL PROGRAM

1. WHY A FREEWAY SERVICE PATROL PROGRAM?

The purpose of the Freeway Service Patrol (FSP) is to provide congestion relief on the freeways, improve safety and air quality, and reduce fuel consumption by rapidly clearing incidents.

According to studies, over 50 percent of traffic congestion is the result of collisions and stalled vehicles. Prompt clearing of the roadway reduces the occurrence of additional collisions and slowing caused by curious onlookers and motorists trying to avoid the original incident. The keys to maintaining maximum capacity on the roadways are opening closed lanes and expediting the removal of disabled vehicles from the freeway.

2. SCOPE OF PROGRAM

FSP is a joint program of the Orange County Transportation Authority (OCTA), the California Highway Patrol (CHP), and the California Department of Transportation (Caltrans).

Tow companies enter into contractual agreements with OCTA to provide continuous patrol service during morning and evening commute hours on designated portions of Orange County's most congested freeways and highways. Additional limited service is provided during off-peak midday hours, weekends, and in specific construction areas.

Tow truck drivers, employees of the contracted tow company^x (hereinafter called "Operators") provide on-the-spot assistance to motorists, free of charge, and with no tip. An Operator may: jump start vehicles, change a flat tire, provide a gallon of gas, refill radiators, tape water hoses, or provide other quick fixes to mobilize the disabled vehicle.

If an FSP Operator is unable to get a vehicle running within 10 minutes, the Operator should tow the vehicle to a designated drop location where additional assistance can be requested.

An FSP Operator may be called upon to provide assistance in removing vehicles involved in collisions, removing debris from roadways, or assisting with other incidents as directed by the CHP.

3. FSP MANAGEMENT ROLES AND RESPONSIBILITIES

While an FSP Operator is in the spotlight for all of the services he/she (hereinafter “he”) provides, there are three organizations in the background that provide support and guidance. These organizations are: the OCTA, the CHP and Caltrans, that combined are herein called “FSP Management.” OCTA, CHP, and Caltrans are equal partners in overseeing the FSP Program. Their responsibilities include:

OCTA

- Develop, advertise, award, and manage the contracts of the tow truck companies
- Manage FSP field and vehicle communications equipment
- Manage program funds
- Develop Program (system enhancements)
- Procure and distribute program supplies
- Process contract invoices
- Monitor contract-required insurance policies
- Monitor contract compliance including, but not limited to, driving record checks, drug and alcohol policy compliance, mandatory training, and record retention.
- Administer redeployment operations
- Evaluate Contractor and program performance
- Evaluate Contractor and program complaint investigations
- Collect assist information
- Perform random and planned tow facility inspections
- Coordinate Contractor invoice adjustments

CHP

- Provide initial and quarterly refresher FSP Program training/certification to all Operators (classroom and practical training)
- Provide program law enforcement services
- Provide field supervision^{xi}
- Monitor Standard Operating Guideline (SOG) Compliance
- Perform cursory tow inspections
- Perform random and planned tow facility inspections
- Monitor Operator compliance with SOG
- Conduct Live Scan check of each applicant's fingerprints
- Monitor registration and Motor Carrier Permit status for program vehicles
- Conduct Operator complaint investigations
- Document SOG violations
- Dispatch FSP tow trucks
- Enforce Contract provisions
- Process monthly billing statements
- Coordinate Contractor invoice adjustments
- Monitor fleet of FSP tow trucks through the use of the Automatic Vehicle Location (AVL) system, which monitors the precise location of all FSP trucks.

CALTRANS

- Coordinate construction support as it relates to FSP
- Prepare program quarterly report
- Review traffic patterns of existing and proposed beats
- Evaluate beat performance

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CHAPTER 2

CONTRACTOR DUTIES AND RESPONSIBILITIES

1. CONTRACT REQUIREMENTS

Compliance with the FSP vehicle requirements, vehicle maintenance, and Operator uniform standards are the responsibility of the Contractor, not the Operator. Each Contractor shall supply OCTA/CHP with a list of authorized agent(s)/manager(s).

To maintain the quality, safety and professional standards of the FSP Program, Contractors shall at a minimum meet the following requirements:

1. At least one member of the contractors' management team identified as key personnel in the contract must maintain valid certification as an Orange County FSP Operator. Certified contractor staff designated as key personnel in the contract who do not drive as part of their regular duties may be excused for up to one (1) quarterly training session each calendar year, if necessary to manage the contractors other operations. Arrangements to be excused from training must be arranged with CHP program supervisors prior to the training date. The staff member must also make arrangements to meet with CHP supervisors to cover the material presented at the training.^{xii}
2. Contractor is to assure that their employees/tow operators know, understand and comply with all company policies, procedures, and safety guidelines. For operators working in the FSP program, company must reasonably assure that their employees/tow operators know, understand, and comply with FSP program service guidelines.
3. Pre-operation inspections shall be conducted on FSP trucks at the Contractor's facility prior to each shift. Exception – If the vehicle remains on the beat to work consecutive shifts (already in operation), the replacement operator shall perform a field vehicle check to assure that there is not vehicle damage and that all lights etc. are functional before continuing in service.
4. Contractor/agent/manager shall be on site during all pre-operation inspections and shall review and sign the pre-operation inspection sheet prior to the Operator beginning his work assignment. Additionally, falsifying any pre-operation inspection form will result in suspension/disqualification of the involved individual(s) from the FSP Program.

5. Tool, Equipment and Supply Requirements^{xiii}

Contractor is to assure that each truck is equipped in accordance with the Freeway Service Patrol Manual and Standard Operating Guidelines and, at a minimum, include the following equipment and supplies listed below. Contractor may, at their discretion, equip vehicles with additional tools, equipment, and supplies that allow their operators to perform their work more efficiently or safely.

- Tow chains 3/8" alloy or Original Equipment Manufacturer ("OEM") specifications, J.T. hook assembly.
- Mounted spotlight capable of directing a beam both front and rear.
- Directional light bar system that will display four different patterns including right, left, split (center to outwards), and warning/flash, with on/off switch in cab.
- External speaker and public address system front and back, that will also broadcast FSP radio through a switchable direct connection between the public address system and the FSP radio external speaker port.
- Two (2) 12-volt 30 Amp protected circuit connection points for OCTA-provided communications equipment (two-way radio and Edge Controller). Connection points are to be connected through the vehicle ignition system so that the power to the components will be discontinued when the truck is turned off.
- One (1) 12-volt 30 Amp protected circuit connection point for OCTA-provided power timer. Connection point is to be connected to the vehicle battery power so that the power will be "hot" at all times. The connection will be utilized for a power timer that will allow the Edge Controller to remain active for approximately 60 minutes after the vehicle is turned off.
- iPad tablet data device capable of connecting efficiently to the FSP tracking and data application. Contractors must also provide appropriate power supplies for the devices, so that devices will have sufficient power to operate for the duration of their shift.
- Tablet device mounting hardware. Contractors may utilize whatever mounting hardware they deem appropriate, provided that the devices are securely affixed to the vehicle in some manner, and do not cause an obstruction for the safe operation of the vehicle.

- Power outlets (hot boxes), front and rear mounted, with outlets compatible to 12-volt booster cables.
- Heavy duty, 60+ amp battery.
- Radios with the ability to communicate with the Contractor's base office.
- Programmable scanners capable of scanning between the 42 and 47.24 frequencies used by both Caltrans and the CHP.
- Suitable cab lighting.
- Trailer hitches capable of handling a 1 7/8-in. ball and 2 in. ball.
- Rear work lights.
- A Thomas Brothers or other suitable Orange County map.
- Safety chain D-ring or eyelet mounted on rear of truck.

Each Orange County FSP truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the Contractor's option and expense.

- Screwdrivers - Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
- Screwdrivers - Phillips head - #1 and #2 (1 each, min.)
- Needle nose pliers (1)
- Adjustable rib joint pliers, 2" minimum capacity (1)
- Crescent wrench - 8" (1)
- Crescent wrench - 12" (1)
- 4 lb. hammer (1)
- Rubber mallet (1)
- Electrical tape, complete roll (1)

- Duct tape, 20 yard roll (1)
- Tire pressure gauge (1)
- Mechanic's wire (complete spool) (1)
- Bolt cutters (1)
- Seatbelt Cutter (1)
(Must be seatbelt cutter, designed to protect vehicle occupants while in use, not a knife)

In addition to the above, each vehicle shall be required to have the following equipment to perform the Orange County FSP role. All equipment stored on top of the truck shall be secured to the truck.

- Unleaded gasoline in approved cans (red) (10 gallons)
(2-5 gallon cans may be used)
- (Optional) Diesel fuel in approved cans (yellow) (5 gallons)
(If provided, must be clearly marked "Diesel Fuel")
- Safety chains minimum 5 ft. (with positive locking device) (2)
5/16" alloy or OEM specifications
- First aid kit (small 5" x 9") (1)
- Fire extinguisher aggregate rating
of at least 10-B, C units (1)
- Fire extinguisher label, affixed to the outside of truck (2)
- Pry bar - 36" or longer (1)
- Radiator water in plastic container (blue) (10 gallons)
(2-5 gallon cans may be used)
- 4" x 6" x 12" wood blocks (2)
- 4" x 4" x 48" wooden cross beam (1)
- 4" x 4" x 60" wooden cross beam (1)
- 24" wide street broom (1)

- Square point shovel (1)
- Fuses (highway flares), 15 minute (36)
- Cones 28" (6)
- Hydraulic jack, 2-ton, floor (1)
- Four-way lug wrench (1 std.) (1)
- Four way lug wrench (1 metric) (1)
- Onboard air compressor with 100 psi capacity and 50ft air hose (1)
- Flashlight and spare batteries (1)
- Tail lights/brake lights, portable remote with extension cord (drag lights) (1 set)
- Booster cables, 25 ft. long minimum 3-gauge copper wire with heavy-duty clamps and one end adapted to trucks power outlets (1 set)
- Funnel, multi-purpose, flexible spout (1)
- Pop-up dolly, portable for removing otherwise un-towable vehicles* (1)
- 2" Polyester Ratchet-Type Wheel Safety Straps with Flat Snap Hook (Minimum rating 2,000 lb.) (2)
- 5-gallon can with lid, filled with absorbent material (1)
- Lock out set (1)
- Trash can with lid (5 gallon) (1)

6. Contractor/agent/manager shall ensure that all deficient items identified on the pre-operation sheets are repaired **prior** to going into service and that trucks are not allowed into service until repairs are made.
7. The Contractor shall keep the pre-operation inspection forms in the vehicle for the current week. After the one week period, the Contractor shall keep the forms on file at its facility for 60 calendar days.

8. Contractor/agent/manager shall designate a Lead Operator or supervisor to assist in supervising the applicable FSP Beats. Contractors are required to provide the Lead Operator or supervisor a cellular device to conduct FSP related business.
9. Contractors and/or their managerial agents are required to attend the Orange County FSP Quarterly Contractors Meeting.
10. The Contractor shall provide OCTA and CHP with a list of authorized agents/managers. If an agent/manager leaves the company, the Contractor shall notify OCTA and CHP in writing. The Contractor shall not remove or replace key personnel as identified in the agreement between the Contractor and OCTA without prior written consent from OCTA.

2. MOTOR CARRIER PERMIT, REGISTRATION, AND INSURANCE

Part of the Contractor's responsibility is to keep current on all laws and regulations associated with being a tow operator. Failure to maintain continuous permitting and coverage, as required, may result in suspension or termination of the FSP contract.

1. The Contractor shall maintain a current/valid Motor Carrier Permit and provide CHP Management with a current copy. Failure to maintain a valid copy will result in immediate suspension, and possible termination, of all activity on FSP beats until a valid Motor Carrier Permit is obtained.
2. The Contractor shall maintain current registration on all FSP service vehicles. Each Contractor must provide CHP Management with a copy of the valid registration for each vehicle in his/her fleet. Failure to maintain current registration on any FSP vehicle will result in removing the vehicle from FSP service until valid registration is obtained. The Contractor will be docked for any period that the vehicle is not providing service on the beat, unless a certified FSP back-up truck with current registration is available.
3. The Contractor shall maintain current/valid insurance for each FSP vehicle and provide OCTA with a current copy. Failure to maintain current/valid insurance will result in immediate suspension, and possible termination, of all activity on FSP beats until current/valid insurance is obtained.
4. The Contractor shall be responsible for maintaining current copies of the vehicle's registration and insurance in the vehicle in accordance with California Vehicle Code.

3. ON-THE-JOB FSP TRAINING (OJT) FOR NEW OPERATORS

1. A Contractor **shall** provide a new Operator without prior FSP experience 24 hours of on-the-job training (OJT) in an FSP service vehicle (tow truck), accompanied by an experienced FSP Operator, approved by FSP management. The trainee must spend at least 12 of the 24 hours of OJT behind the wheel. The OJT must begin after the FSP Operator Trainee completes the three-day Initial Driver Training (IDT) class, and a towing proficiency test. The OJT must be completed within 45 calendar days, starting with the first day following the last day of the successful completion of the IDT class. The last 16 hours of OJT shall be conducted during the morning or afternoon peak-hour FSP shifts.
2. The goal of the OJT is to provide the FSP Operator Trainee with field experience relating to the daily operations of the FSP. It is recommended that the OJT be conducted during morning and afternoon shifts of the beat, so that the FSP Operator Trainee can become familiar with the primary shift patterns.
3. OJT consists of the following:
 - a. Knowledge and location of authorized drop locations
 - b. Proper guidelines to be used during motorist assists, including direction by CHP at the scene of an incident
 - c. Proper radio guidelines
 - d. Effective use of mobile data device (Tablet)
 - e. Proper completion of required forms
 - f. Area/beat irregularities
 - g. CHP David unit inspections
 - h. Break guidelines
 - i. Interaction with CHP dispatch
4. A Contractor new to the FSP program, who does not have an experienced FSP Operator as well as other special situations, shall be handled on a case-by-case basis.

Dispatch must be notified at the beginning of each shift, when OJT is being provided. If OJT occurs on back-to-back shifts, the information will need to be repeated.

Trainers shall document that OJT has been provided to the Trainee using the OJT Checklist Form. (Attachment E)

OJT shall be monitored by FSP Management and shall be subject to random inspections.

ALL ON THE JOB TRAINING MUST BE COMPLETED WITHIN 45 DAYS FOLLOWING THE LAST DAY OF THE INITIAL DRIVERS TRAINING CLASS.

4. REQUIRED SAFETY MEETINGS

The Contractor shall hold monthly scheduled safety meetings in accordance with California law SB 198 (Chapter 369, Statutes of 1989). Ten days prior to the safety meeting, Contractor shall notify FSP Management of the date and time of the meeting. FSP Management at its discretion may attend any or all safety meetings. These meetings shall be used to discuss safety topics, disseminate information regarding the FSP Program, and to provide a forum where the Operator may express his concerns.

Each Contractor shall document the date, time, and location of the safety meetings, including names of attendees and subjects covered, and maintain the documentation for FSP Management's inspection upon request.

5. FSP OPERATOR IDENTIFICATION CARD CHANGE CRITERIA

An Operator who is changing FSP employers is required to obtain a new FSP identification card (ID) **prior to** assuming FSP duties for the new employer. It is the responsibility of the Contractor to make an appointment with FSP Management for the Operator to obtain the new ID card. A minimum of 24 hours' notice is required to schedule an ID appointment. A new FSP ID card will not be issued until the old FSP ID card has been turned into FSP Management. The Operator will remain active in the FSP program if the change of employer is completed within 30 calendar days from the Operator's last day worked. After 30 calendar days, an Operator will be considered to have left the program and will need to be reinstated.

The following guidelines must be adhered to for the issuance of Operator ID cards. ID cards will be issued only by the CHP FSP Unit at the following address:

CHP - FSP Unit
6681 Marine Way
Irvine CA, 92618
(949) 559-7870

1. Only Contractors can make appointment for Operator ID cards to be issued with a minimum of **24 hours advance notice**.
2. Contractors shall make appointments with CHP at (949) 559-7870.
3. Contractor shall notify CHP in the event that an Operator cannot make his pre-scheduled appointment.
4. Due to space and time restrictions, only one (1) appointment can be made per hour. Exceptions may be made for multiple Operators from the same company, arriving in the same vehicle.
5. Operators must be on time for their appointment. Late arrivals will not be accepted and will need to be rescheduled.
6. Operators arriving for their appointments shall park in the Orange County Traffic Management Center (TMC) visitor parking lot located on Marine Way.
7. Upon arrival, Operators shall call the above number to arrange for an escort to the FSP Office or contact security for instructions.
8. Operators must bring all required paperwork to their scheduled appointment.
9. Operators' ID numbers will be given out **only** when the ID card is issued to the Operator. No ID numbers will be issued by telephone.
10. It is the Contractor's responsibility to make its Operators aware of the correct procedure to follow regarding the issuance of ID cards.

6. UTILIZING THE SERVICES OF AN OPERATOR FROM ANOTHER CONTRACTOR^{xiv}

A contractor utilizing operators or providing service through another Orange County FSP contractor does not relieve the primary contractor of their obligation to deploy service and meet service requirements, and does not relieve the primary contractor from missed service penalties.

A contractor, who wishes to temporarily utilize the services of an Operator from another Orange County FSP Contractor must do the following:

1. Contact the Orange County FSP Contractor who will be providing services on behalf of the primary contractor.
2. Negotiate a subcontract with the FSP Contractor that specifically outlines the subcontract terms including revenue vehicle rate the primary contractor will pay to the subcontractor for services performed on their behalf, service beat(s) and agreement/work term, work request notification requirements, and any other areas that the parties believe will mutually protect the parties.
 - a. FSP Management recommends that subcontract service be deployed on a weekly basis, as opposed to a day-to-day basis.
 - b. FSP Management recommends that requests and notifications be issued to the subcontractor and to the OCTA Project Manager by 12:00 noon on the Thursday before the week that replacement service is to be deployed.
3. The primary contractor shall notify the OCTA Project Manager and CHP Lead Officer (David 1) of the arrangement and coverage in writing before 12:00 noon, the business day before the coverage is to be provided.
 - a. For the purposes of this section a business day is 8:00 to 17:00, Monday through Friday.

7. TIP PROCEDURE

Should a Contractor encounter a situation where an Operator is given a tip, the Contractor shall use the following procedure:

1. The Contractor shall maintain control of the tips, (money/items received) until the end of the calendar month in which the tip was received. The Contractor is required to turn in tips and Tip Logs to the CHP at the end of the month.
2. The Contractor shall maintain a Tip Log with the following information:
 - a. Date received
 - b. Log Number
 - c. Operator's ID number receiving the tip
 - d. Amount of money/item received

- e. Running total of monetary tips received

8. FSP PROGRAM SUPPLIES

Contractors shall maintain a sufficient quantity of FSP supplies such as brochures, business cards, parking tags, FSP abandoned vehicle markers (FSP 422), and forms described in Attachments A through H. Supplies can be obtained from OCTA by contacting the Motorist Services Manager. The forms in this SOG are examples only and should not be copied for use in operations.

9. ANNUAL VEHICLE INSPECTIONS

All FSP contracted vehicles shall be inspected annually by FSP Management. Vehicles shall be required to comply with the vehicle inspection requirements defined in the latest bid solicitation requirements. CHP shall coordinate the scheduling of annual inspections.

10. DROP LOCATION BOOK AND SOG MANUAL

The Contractor is responsible for ensuring that each FSP truck has a current drop location binder. The Contractor shall place a drop location binder in each FSP vehicle and post the drop location and SOG updates in a conspicuous location within the company's office as soon as they are received from FSP Management. This SOG shall be carried by the Operator in the FSP vehicle during FSP service hours. (FSP Management recommends that it be placed next to the "drop location" binder.)

11. DOCK INFORMATION

1. **Mechanical Breakdown**
An Operator going out of service for mechanical reasons shall be docked in 15-minute increments at straight time up to 45 minutes, until such time that the truck either returns to service or a backup truck is deployed. If the repair takes longer than 45 minutes, the dock will be double the hourly rate. The start time for the dock will be the original time the Operator went out of service.
2. **Missed Service**
If an Operator arrives more than 30 minutes late to the beat, or if a truck is unavailable other than due to a mechanical breakdown, or if an eligible operator ^{xv}is unavailable to work a shift, the Contractor will be penalized triple the hourly rate for each 15-minute increment of missed service.
3. **Operator/Vehicle Removed from Service**

If an Operator or vehicle is removed from service due to any violation of the SOG or contract, the Contractor will be penalized double the hourly rate for each 15-minute increment that the beat is not covered.

4. Tardiness

If an Operator arrives late to the beat, the Contractor will be penalized double the hourly rate for the first 15 minutes that the Operator is tardy.

12. MAINTAINING FULLY-EQUIPPED BACKUP TRUCK AND OPERATOR

As identified in the Contract, the backup truck shall be outfitted with all the required equipment installed on regular FSP trucks, and shall be ready to be placed into service during all shift hours. Contractors should consider using a backup Operator on occasion to keep them proficient in FSP policies and guidelines. Backup operators are required to work one, eight-hour shift every six months to maintain their FSP certification. Designated shop managers may conduct 12 hours of ride alongs with an FSP Operator every six months, instead of the required eight hours of driving.

13. FSP DEDICATED VEHICLE POLICY

All contracted FSP vehicles shall be dedicated to the FSP program. FSP vehicles must return to Contractor facilities when not providing FSP service. Non-Dedicated backup trucks are exempt from the dedicated vehicle requirement and may be used for non-FSP related service as described below.

1. Dedicated Vehicles at Approved Facility When Not in Service

All FSP dedicated trucks are required to be at their approved facility when not providing FSP service. Operators are not authorized to take vehicles to their residence, on errands, non-FSP related tows, or similar non-FSP related activities.

Contractors are allowed to take their dedicated FSP vehicles to dealers or other maintenance facilities as required to keep their vehicles properly maintained. FSP vehicles must have the **“Not In Service”** magnets displayed on the FSP vehicle whenever the vehicle(s) are undergoing non-FSP related activities.

2. Non-Dedicated Backup Vehicles

Contractors are required to have all backup trucks match the vehicle design guidelines required of all primary contracted vehicles. The Contractor is required to cover the FSP logo and all other markings referring to FSP at its own expense, whenever the non-dedicated backup vehicles are used for non-FSP service. The Contractor may not modify these design guidelines (i.e. put its logo, change color, etc.) on the backup

truck. As of this printing no FSP contracts currently include non-dedicated backup trucks as part of their agreement.

14. VEHICLE REFUELING

No refueling of vehicles is allowed during any FSP shift. FSP vehicles shall only be fueled during non-FSP hours. Should it become necessary to fuel a service vehicle during an FSP shift, the Operator shall immediately notify CHP dispatch, to initiate a dock log. The Operator shall notify Dispatch when he is back in service, to finalize the dock and receive a log number. Contractors who are unable to fill a shift or any portion of a shift because of insufficient fuel shall be docked as an open shift for the period of time that the vehicle is not in service.^{xvi}

15. EQUIPMENT TAMPERING

Tampering with FSP communication or tracking equipment so that it does not function properly or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, etc.), rerouting any wiring, disconnecting any connectors, or using the equipment for any other reason than it was intended.

If tampering is suspected, FSP Management will conduct an investigation to determine the party responsible for the damage.

Tampering Repairs

If tampering is verified, the vehicle will be taken out of service and remain out of service until the repair and documentation by FSP Management is completed.

Tampering Penalties

The Contractor will be responsible for any cost incurred by OCTA as a result of equipment tampering. Any cost incurred by OCTA will be deducted from the Contractor's monthly invoice. If it is determined that the Operator tampered with the equipment, the Operator may be disqualified from the FSP Program.

Violations of this nature will be handled on a case by case basis.

16. DRUG & ALCOHOL

Compliance

The Contractor is responsible for complying with all applicable federal, state, and local laws and regulations pertaining to a drug and alcohol free workplace. The Contractor is required to have a drug and alcohol policy in writing that is in

compliance with the requirements of the contract and must be distributed and made easily accessible to all of its employees.

Penalty

Failure to comply with the requirements of this document and the requirements set forth in the contract will be handled on a case by case basis and may result in suspension, and/or termination from the FSP program.

17. DISCLOSURE OF ALL FSP PROGRAM VIOLATIONS

Contractors are required to immediately report to FSP Management, any act, omission, or violation of the SOG by the Contractor, its staff, or their FSP Operators.

A Contractor having knowledge of and failing to immediately notify FSP Management of any program violations will be subject to disciplinary action including, but not limited to, beat suspension, contract termination, and criminal prosecution.

18. FALSIFYING INFORMATION TO FSP MANAGEMENT

Contractors providing false or misleading information to FSP Management shall be subject to disciplinary action and handled on a case by case basis based on the facts available.

19. FSP HOLIDAY VEHICLE DEPLOYMENT POLICY

FSP Holidays: Except as otherwise provided in the contract with OCTA, no service shall be provided during all recognized legal holidays, in accordance with contracts, as follows: New Year's Day, Memorial Day, Labor Day, Veterans Day (2018), Thanksgiving and the day after Thanksgiving (Thursday and Friday), and Christmas Week through the first workday of the new calendar year.

Exceptions: Holiday redeployment may be offered in special situations. Hours may be extended on the work day before the holiday for get away traffic or on the day before the next work day after a holiday. This may fall on any day during the week, including weekends.

CHAPTER 3

OPERATOR CERTIFICATION

All FSP trucks shall only be driven and operated by a certified Operator. To become a certified Operator, all applicants must pass a background screening test, a 24-hour classroom training program, a towing proficiency test, and complete 24 hours of on-the-job training. An Operator placed into FSP service by an FSP Contractor without authorization from FSP Management may result in beat suspension and/or Contract termination.

All Operators and key personnel are required to attend the initial drivers training class. All applicants for certified Operator are required to be in class on time and attend all three training days or be disqualified. There must be a minimum of three applicants for the initial drivers training class to proceed. If there are more than 11 applicants, CHP may provide an additional training class.

1. OPERATOR QUALIFICATIONS

1. An Operator shall be at least 20 years of age.
2. Contractors shall ensure that the prospective FSP Operator is “qualified, experienced, competent,” and is trained and proficient in the use of the tow truck and related equipment prior to the towing proficiency test. “Qualified, experienced and competent” means that the Operator can properly and safely hook up a vehicle. The Operator must also be able to tow vehicles safely and efficiently without causing damage to the vehicle being towed. Additionally, the Operator must be able to perform minor repairs in a timely manner and be able to exercise good sound judgment in carrying out his duties.
3. Each Operator, including any backup operator, shall be required to complete the FSP Management’s three-day FSP Initial Driver Training (IDT) program. The Contractor shall reimburse each employee for the time spent in the IDT class. No operator will be allowed to participate^{xvii} in FSP without successfully completing these mandatory classes, unless he has prior approval from the CHP. Any operator who is found working as an FSP Operator without completing these mandatory classes shall be permanently prohibited from further Orange County FSP service and the Contractor will have their FSP contract terminated. The CHP shall certify any Operator who successfully completes the training.
4. A prospective FSP Operator, including any backup operator, shall be required to complete the FSP Management’s Operator Proficiency test. (Note that all beats shall require backup operators who must also be FSP

certified.) This test examines the technical knowledge and driving proficiency of each applicant and is overseen by experienced CHP Officers. The test is divided into five^{xviii} major sections: changing a tire, using the wheel lift and dolly guidelines (to be done on a vehicle with a flat rear tire), unlocking a vehicle, towing a vehicle, and demonstration of defensive driving techniques while in tow. Upon successful completion of this practical test, the prospective operator is allowed to continue with the next step of the training process.

5. The prospective FSP Operator must be able to read, write, and speak **English** and be able to communicate clearly on the radio. In emergency situations, it is critical that an Operator be able to clearly relay information to a Dispatcher so that the CHP can make a rapid assessment of what is needed at the scene. Whether this information is provided by voice radio or via text on computer screens, a CHP Dispatcher must be able to understand the Operator. In addition, the Operator must be able to read street signs in order to provide the CHP with accurate location information.
 - a. An Operator must be able to clearly communicate in English with the CHP Dispatch center.
 - b. An Operator must be able to read and write English well enough to be able to quickly read street signs while driving a vehicle and complete required documents and reports.

2. CERTIFICATION REQUIREMENTS

1. Background Screening and Certification:
Before an individual begins the IDT, he will be subject to a background screening conducted by the CHP, which will include fingerprinting and a California Driver License check. Utilizing information and fingerprints, the CHP will check the status of each applicant's California Driver License and search for any outstanding wants or warrants; in addition, a general criminal history will be obtained. Information received in this background screening, including any outstanding warrants, may result in disqualification and/or possible legal action.

Each Operator is required to have the following items for background screening:

- a. Money order or company check for \$50
- b. Valid California Driver License
- c. FSP application, CHP 234D, Applicant Questionnaire, Live Scan Worksheet
- d. No disqualifying felony convictions within the last 10 years *
- e. No disqualifying misdemeanor convictions within the last 5 years *

* Disqualifying convictions are identified in section 3.4 of the SOG and in CHP Manual section 100.47

The application fee is charged to perform a background check on the applicant. The amount charged is based on the approximate cost of a criminal background check through Live Scan fingerprinting and issuance of the initial DL64. A receipt shall be provided to the applicant for the amount of fee collected. The yellow copy of the DL64 (receipt) will be detached from the DL64 and given to the applicant. The yellow copy **is not** the tow truck certificate.

- The temporary tow truck certificate (page 2 of the DL64) shall not be issued unless the applicant meets and passes the established criteria.
- The application fee shall be collected at the time of the Live Scan fingerprinting. This fee is **non-refundable**, regardless of the applicant's approval or denial of a temporary clearance form.
- The fees collected shall be paid by money order or company check to **"CHP Accounting."**

The CHP will issue a temporary DL64 during the Operator's initial operator training phase. Replacement certificates will be issued **only** at Department of Motor Vehicles (DMV) offices.

2. Background Screening Disqualifications

The following shall disqualify an applicant if found during the background screening phase:

- a. Three or more drug-related misdemeanor convictions within five years of an application for a DL64 certificate.
- b. Any drug-related felony conviction within five years of application for a DL64 certificate.

An applicant shall be disqualified for a conviction of the following if the violation occurred within the previous seven years:

- c. Gross vehicular manslaughter while intoxicated - 191.5 (F) PC
- d. Driving Under the Influence (DUI) causing injury/death - 23153 (a) VC

A proven history of convictions for driving under the influence of alcohol and/or drugs shall disqualify an applicant.

e. Two convictions of DUI within the previous two years - 23152 VC

f. Three DUI convictions within the previous seven years -23152 VC

The following criminal violations shall impose a ten-year limitation for felonies and a five-year limitation for misdemeanors before an applicant may be considered eligible to drive for the FSP Program.

- 1) Section 148 PC - Resisting/delaying a peace officer
- 2) Section 222 PC - Administering drugs with the intent to commit a felony
- 3) Section 273.5 PC - Infliction of injury to spouse, cohabitant, parent or child
- 4) Section 261.5 PC - Statutory rape
- 5) Section 273a PC - Cruelty to a child
- 6) Section 273d PC - Infliction of corporal punishment on a child which results in traumatic conditions
- 7) Section 417 PC - Brandishing a firearm in a threatening manner
- 8) Section 450 PC - Arson
- 9) Section 453 PC - Possession of a firebomb
- 10) Section 459 PC - Burglary
- 11) Section 466 PC - Possession of burglary tools
- 12) Section 467 PC - Possession of deadly weapon with intent to commit assault
- 13) Section 470 PC - Forgery
- 14) Section 470a PC (M) - Reproduction or falsification of a driver license or ID card
- 15) Section 470b PC - Display or possession of a reproduced or falsified driver license or ID card

- 16) Section 477 PC - Counterfeiting money
- 17) Section 484e PC - Theft of an access card
- 18) Section 484f PC - Forgery of an access card signature
- 19) Section 484g PC - Fraudulent use of an access card
- 20) Sections 487 and 489 PC - Grand theft, including theft of firearm
487 PC (F); Grand theft of firearm, 489 PC
- 21) Section 496 PC - Receiving stolen property
- 22) Section 503 PC - Embezzlement
- 23) Section 538d PC - Fraudulent impersonation of peace officer
- 24) Section 2800 VC - Evading a peace officer
- 25) Section 10750 VC - Altering, defacing, or replacing vehicle
identifying numbers from another vehicle
- 26) Section 10752 VC - Fraudulent acquisition or disposition of
DMV or CHP issued Vehicle Identification Numbers (VIN)
- 27) Section 10851 VC - Vehicle theft
- 28) Section 20001 VC - Hit and run collision, causing injury or death

In addition to the preceding crimes, any tow DL64 certificate shall be revoked if the individual's driving privilege has been suspended or revoked in accordance with any provision of the California Vehicle Code. The most common reasons for such suspensions usually relate to arrest for driving under the influence, child services, multiple citations, or due to the designation as a "negligent driver." The affected individual may, however, reapply for the drivers tow certificate whenever the driving offenses/penalties are resolved or the applicable felony or misdemeanor conviction is reversed or dismissed.

THE ABOVE DISQUALIFICATIONS APPLY EQUALLY TO CONTRACTORS, KEY PERSONNEL, AND OPERATORS.

3. REFRESHER TRAINING^{xix}

A Contractor/Operator desiring to maintain his FSP certification must attend eight (8) hours of Refresher Training within each calendar year. It is important that all FSP operators meet ongoing training requirements so that they maintain their FSP certifications. It is also important that, to the extent possible, operators attend quarterly training sessions provided by CHP Officers assigned to the Orange County FSP program so that all FSP operators are up to date on current training topics and issues. The Orange County FSP program satisfies annual training requirements by providing required refresher training on a quarterly basis.

The Contractor shall pay the Operators and backup operators to attend scheduled quarterly refresher training. These costs are considered part of a contractors overhead, cost and are not reimbursable by FSP program.

A Contractor/Operator who fails to attend a quarterly Refresher Training Class without having previously made other acceptable arrangements to meet annual training requirements may be immediately suspended from participating in the Orange County FSP program until all training requirements have been met. Any request to miss and make-up required quarterly training must be prearranged with FSP Management prior to the quarterly training date.

All requests to be excused from a quarterly training session and requests to make other arrangements to meet annual training requirements (one request) must be submitted in writing/email to the OCTA Manager of Motorist Services at least 48-hours before the scheduled training.

Each request must include the following information:

- Scheduled Quarterly Training Date
- Operator First and Last Name
- Operator FSP ID Number
- Reason for Missing Required Training
- Proposed Alternate Training to Meet Annual Training Requirements
- Timeline for Completion of Proposed Alternate Training

The OCTA Manager of Motorist Services Manager will confirm the FSP operators status and training history with CHP Program Supervisors, and will provide a written/email response to the tow contractor within 24 hours of the scheduled training.

In the event that an FSP Operator should call in ill and not work on a scheduled training day, the contractor must notify the OCTA Manager of Motorist Services as soon as possible before the training providing the

same information requested above. A written/email response will be provided to the tow contractor as soon as practical.

A Contractor/Operator failing to attend refresher training or approved make-up training within approved timelines may be immediately suspended from the FSP program. An Operator who misses a training day without justification may be subject to additional disciplinary action as deemed appropriate by the FSP Policy Committee.

4. OPERATOR FROM FSP PROGRAM OUTSIDE OF ORANGE COUNTY

If an Operator, who is current and active in another California FSP Program (e.g. Los Angeles County or Bay Area), wishes to work in the Orange County Freeway Service Patrol program, he must successfully complete a proficiency test and the IDT class. This is to ensure that the individual wishing to participate in FSP receives all the information that is applicable to the Orange County area. This is a precautionary measure in the event there is disparity between the various programs.

5. OPERATOR CHANGING EMPLOYMENT TO ANOTHER FSP CONTRACTOR

Prior to working any FSP shift with a new FSP Contractor (employer), the Operator shall notify FSP Management of the change in employer. The new employer shall submit a new 234F, Tow Operator Information, to FSP Management. An appointment with CHP will be required to obtain a new FSP ID card, unless other arrangements have been made in advance with CHP. Failure to notify FSP Management about a change of employer shall result in the Operator being taken out of service.

The new employer is encouraged to contact CHP to determine if the Operator is in good standing prior to assigning to an FSP shift. The former employer shall contact FSP Management to return the Operator's FSP ID card, along with any other FSP related supplies.

6. OPERATOR REINSTATEMENT

For the purposes of this section, an Operator is determined to have left the program and in need of reinstatement if he has not been employed by a Contractor of the Orange County FSP Program as an FSP Operator for 31 calendar days or more.

The following conditions shall apply to an Operator in need of reinstatement:

- a. The Operator shall possess a valid DL64 (Tow Certificate).

- b. The Operator shall possess a valid DL51 (Med Card).
- c. If the period of absence is 31 calendar days to three (3) months, the former Operator may begin working in the FSP Program as soon as an updated FSP application and DMV check are completed and the results are acceptable. The Operator must also be current with the applicable Refresher Training.
- d. If the period of absence is more than three (3) months and less than six (6) months, a former Operator who was in good standing, may begin to work in the FSP Program as soon as an updated FSP application, Live Scan fingerprinting, and DMV check are completed and the results are acceptable. The former Operator must also successfully pass a written test on the SOG and complete a proficiency test.
- e. If the period of absence is more than six (6) months and less than one (1) year, the former Operator may begin to work in the FSP Program as soon as an updated FSP application, Live Scan fingerprinting and DMV check are completed and the results are acceptable. The former Operator must also successfully complete a proficiency test and attend the next available IDT Class.
- f. If one (1) year or more has passed, the former Operator shall complete the entire Operator Certification Process. This includes the background check, fingerprinting, proficiency, classroom training, and required ride along.
- g. An Operator having a valid DL64, but needing to be fingerprinted, will be required to pay a non-refundable processing fee. The cost of fingerprinting (Live Scan) will be equal to the current fees charged by the Department of Justice or Federal Bureau of Investigations (FBI) for a Criminal Background Check.

7. FSP SAFE DRIVER GUIDELINES

The FSP safe driver guidelines specify that when a driving record print out from the DMV computer system is evaluated by the CHP Officers assigned to the FSP program, all convictions listed will have the same point value as determined by DMV. Point values are assigned by the DMV to Vehicle Code Sections, or other code sections, and city or county ordinances involving the operation of a motor vehicle or motorcycle for the purpose of evaluating a driving record. In addition to the sections listed by the DMV as having a point value, Vehicle Code Section 40508 may be included in the one point category. Operators with these violations will be evaluated by the FSP supervisory staff on a case by case basis. Those collisions that do not have a not at fault disclaimer will be evaluated on a case by case basis.

By employing the above point values, tow operators may be denied a certification or continued qualification for the FSP program under the following rules:^{xx}

1. In any 12-month period, initially from the date of application, an operator has accumulated a total count of three (3) or more points. Once qualified, the review will be based on a rolling 12-month period.
2. In any 24-month period, initially from the date of application, an operator has accumulated a total count of five (5) or more points. Once qualified, the review will be based on a rolling 24-month period.
3. In any 36-month period, initially from the date of application, an operator has accumulated a total count of seven (7) or more points. Once qualified, the review will be based on a rolling 36-month period.

Point count totals may be determined by the following:

1. Vehicle code violations points only
2. At fault collision points only
3. A combination of vehicle code violation and at fault collision points together. Commercial endorsement for Class A or B on a driver license does not change the point guidelines within the FSP program

THE FSP PROGRAM DISQUALIFICATIONS APPLY EQUALLY TO CONTRACTORS, KEY PERSONNEL, AND OPERATORS.

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CHAPTER 4

PROFESSIONALISM

1. Demeanor/Courtesy

An FSP Operator is a professional who represents his employer as well as OCTA, Caltrans, and the CHP. An essential element of this public service is the Operator's demeanor. For this reason, an Operator shall conduct himself in a business-like manner and ensure all public contact is professional, courteous, and efficient. Members of the public should always be addressed and treated with respect.

- a. Use professional conduct whenever dealing with anyone while on FSP duty, including other tow operator(s). Upon contact with a motorist, the Operator shall explain the program and offer assistance. A motorist is not obligated to accept any assistance; however, refusal of FSP service shall be reported to CHP dispatch.
- b. To avoid being misunderstood or misquoted, and to facilitate the safe and timely removal of vehicles, the Operator shall avoid unnecessary conversation and should keep his conversations limited to the task of protecting the motorist from identifiable hazards and if necessary, removing his/her vehicle to a safe location.
- c. The Operator shall not attempt to solicit or initiate any personal conversation with motorists he assists. For example, asking a motorist if he/she is married or has a "significant other" is **inappropriate** conversation. The Operator shall not solicit addresses or telephone numbers for personal use. The Operator shall, however, attempt to answer any questions pertaining to the FSP program that are asked by the motorist.
- d. The Operator shall not use offensive language, smoke, chew tobacco, eat, drink, or have toothpicks or other items in his mouth while in contact with motorists.
- e. When stopping to help a motorist, FSP personnel shall initiate contact with the disabled vehicle's driver as soon as it is safe to proceed.
- f. The Operator should always remain calm. He will often be the first to encounter or respond to a traffic collision. The motorist will expect an Operator to initiate the request for proper emergency and police assistance. Knowledge of proper guidelines will enable an Operator to handle a collision scene calmly and efficiently.

- g. THE OPERATOR SHALL NOT REFER A MOTORIST TO ANY GARAGE, PRIVATE TOW SERVICE, SERVICE STATION, OR MECHANIC. The referral to, or recommendation of any private business shall result in **immediate disqualification** of the Operator from the FSP program and may jeopardize his Contractor's contract.
- h. THE OPERATOR SHALL NOT REFER ANY COLLISION VICTIM TO ANY LEGAL SERVICE OR MEDICAL FACILITY.
- i. The Orange County FSP program provides services to the public free of charge. The entire program is funded with public funds. NO TIPS OR ANY OTHER GRATUITIES OF ANY KIND SHALL BE ACCEPTED.

2. UNIFORM REQUIREMENTS

For public identification purposes, the Operator shall wear an authorized uniform while working for the FSP Program. Failure to meet uniform standards may result in the Operator being taken out of service and the Contractor being docked. Continued violations of the uniform requirements may result in the permanent dismissal of the Operator from the FSP program.

The Contractor shall supply each Operator with uniforms. The uniform shall either be a navy-blue jumpsuit or shirt and pants, with black steel toed boots and a Class III safety vest. Rain gear (optional) shall fit the individual Operator so as not to restrict his ability to move freely and must meet the FSP design requirements.

The uniform shall meet the following criteria described below:

- a. The basic uniform includes a shirt and pants or a jump suit. For safety reasons, legs shall be moderately tapered and not baggy. Uniforms shall not be worn unbuttoned or unzipped. If a two-piece uniform is worn, the shirt shall be tucked into the trousers. If an Operator cannot maintain a shirt that is tucked-in during the performance of his duties, a one piece jumpsuit shall be required to maintain a professional appearance. The length of the sleeve on the short sleeve jump suit and short sleeve shirt shall be approximately one inch above the inside forearm, when the wearers arm is bent at a 90-degree angle. Shirts or jump suits with long sleeves shall not be rolled up at any time. All uniform pant legs shall have reflective tape sewn around the bottom of the legs approximately (3) inches above the bottom hem.
- b. An Operator may wear a long or short sleeved navy-blue or white turtleneck/tee shirt/sweatshirt, **underneath** his long or short sleeve uniform shirts. If a short sleeve shirt is worn, a short sleeve tee shirt must

be worn (no “baseball” sleeves). Only navy-blue or white shirts are allowed to be worn underneath uniform shirts.

- c. A Class III safety vest shall be properly worn and zipped, along with a company issued blue uniform at all times while working FSP. The safety vest **may** be worn during an authorized break. The safety vest is not to be worn outside of FSP service.^{xxi}
- d. A plain (no wording or design) navy-blue jacket may be worn over the FSP uniform and under the FSP vest. The jacket must be waist length and fitted, not oversized, may not have contrasting stitching, and may not have a hood.
- e. An Operator shall wear black steel-toed boots that has the ability to accept polish and have an adequate amount of sole (tread) to ensure a sure grip on slippery surfaces. All laces and stitching must be black. No canvas type tennis shoes or boots are allowed.
- f. The following items are required to be in the possession of the Operator during FSP hours and are considered part of the standard uniform: a valid California Driver License, DL64 tow certificate, medical card, and Orange County FSP identification card.
- g. Accessories
 - 1) Belts - A solid navy or black belt shall be worn. The belt shall be free from wear and the buckle shall not exceed the width of the belt and be gold or silver in color. No emblems or verbiage will be allowed on the buckle. Velcro style belts are acceptable
 - 2) Name Tag - A metal or plastic name tag with Operator's first initial of the first name and full last name shall be clearly visible and attached above the left front pocket of the safety vest. Safety vest with the ID window sewn on shall have the Operator's ID card displayed to meet this requirement.
 - 3) Pins or Emblems – FSP authorized pins or emblems may be worn on the right chest pocket area of the FSP vest. No other pins or emblems are to be worn.
 - 4) Rain Gear - During inclement weather, rain gear may be worn. For safety reasons, the rain gear must be yellow, with reflective tape on the jacket and pants leg. If the approved FSP rain gear is worn, the FSP vest need not be worn.

- 5) Orange County FSP Issued Baseball Style Cap - The uniform cap is navy blue with the FSP logo. Uniform hats will be presented to each Operator when certification is completed and replaced on an as needed basis. No other caps are authorized while working for the FSP program.
- 6) Cold Weather Watch Cap – The uniform watch cap is navy blue or black in color and may be worn during cold or inclement weather. For the purposes of FSP, a watch cap is a knit cloth cap that covers the head to retain warmth. Watch cap is synonymous with Beanie. The watch cap shall not take the place of the uniform cap.

3. GROOMING AND PERSONAL APPEARANCE STANDARDS

1. Grooming

Operators shall maintain a well-groomed appearance at all times and shall be clean at the beginning of each shift. Failure to meet the grooming standards may result in an Operator being taken out of service and the Contractor being docked. This includes both personal hygiene and uniform appearance and condition. Operators will be clean shaven or present neatly trimmed beards and/or mustaches prior to the start of their FSP shift^{xxii}. Operators shall not have facial hair more than one and one-half inches in length. Hair will be clean and neat. Hair that is dyed or colored in any unusual manner (multi-colors, nonstandard colors, e.g. green, yellow, purple, fluorescent, etc.) is forbidden. Long hair is discouraged. If hair is long, it shall be worn pulled back in a ponytail. Ponytails shall not be tied with multi-colored ribbons or ornamental ties (beads, elaborated leather ties, shells, etc.). Additionally, ponytails of such a length that hangs below the collar of the Operators hair shall be placed in clips and placed under the Operator's approved FSP hat. A hat alone would not preclude the hair from staying in place in the event the hat is blown off the head; therefore, the clips are a required item. Fingernails shall be kept short and clean. For safety reasons, Operators shall use work gloves when servicing vehicles.

2. Tattoos

In order to ensure a professional appearance for all FSP Operators, all tattoos that are potentially offensive or disturbing to motorists must be concealed by Operators while working. For example, any tattoo that is satanic, racist, threatening, gang related, or sexually explicit will be deemed potentially offensive or disturbing to motorists. All FSP Operators will be required to conceal all tattoos of this nature with gloves, collars, long sleeves, or by other means acceptable to FSP Management. Facial tattoos of any variety are not permitted. If there are any questions regarding which tattoos are potentially offensive,

clarification/authorization may be obtained by contacting FSP Management.

3. Personal Accessories

It is policy to minimize the wearing of jewelry for safety reasons. Jewelry includes, but is not limited to, bracelets, necklaces, earrings, finger rings, and ear/nose/eyebrow rings/studs. An Operator shall not wear jewelry in excess of one watch and one finger ring. Jewelry displaying any affiliation with any satanic, racist, sexually explicit, gang-related, or other potentially offensive groups or beliefs shall not be worn while on FSP duty. An Operator may wear necessary medical alert bracelets.

4. **OCCURRENCE OF CRIMINAL CONDUCT ON/OFF DUTY**

Consistent with the established standards of initial qualification,^{xxiii} off-duty Contractors/Operators who are arrested for a crime, which would otherwise preclude their qualification in the FSP Program, will be immediately suspended pending the outcome of their criminal case. This directive is consistent with California Vehicle Code Section 2430.3 Arrest or Conviction Notification and Section 13377(a) Denial or Revocation of a Tow Truck Certificate (DL64). Should a conviction occur, or there is sufficient probable cause for FSP Management to believe that the crime was committed by the Contractor/Operator, even though it resulted in a lesser conviction or no conviction, the Contractor/Operator shall immediately be disqualified from participation in the Program.

The following is a list of crimes that will permanently preclude an individual from serving as a Contractor/Operator:

1. Assault with the intent to commit mayhem, rape, sodomy, or oral copulation
2. Penal Code Section 261 or 264.1: Rape, or aiding and abetting a rape
3. Penal Code Section 267: Abducting person under 18 for prostitution
4. Penal Code Section 288: Lewd act with a child
5. Penal Code Section 289: Sexual assault
6. Any felony or combination of three misdemeanors that are crimes of violence

5. SUSPENDED OR REVOKED DRIVER LICENSE

In addition to the preceding crimes, an Operator's tow certificate (DL64) shall be revoked if the individual's driving privilege has been suspended or revoked. The most common reason for such a suspension usually relates to an arrest for driving under the influence, child services, multiple citations, or being labeled as a "negligent" driver by DMV. Any Contractor or Operator who has knowledge of an action against an Operator's driving privilege is required to immediately notify CHP Management. The affected individual may reapply for the tow certificate whenever the driving offenses/penalties are resolved or the applicable felony or the misdemeanor conviction is either reversed or dismissed. Contractors or Operators in violation of this policy are subject to suspension or disqualification on a case by case basis.

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CHAPTER 5

OPERATOR DUTIES AND RESPONSIBILITIES

An Operator is expected to provide service to the motoring public only within the scope of his duties. The Operator is to refrain from any activities that exceed the scope of the program.

1. LIABILITY

An Operator can be held civilly liable if he performs any acts that are outside the scope of his duties,^{xxiv} and may also be held liable for failing or neglecting to act as is required by these guidelines.

2. NO PEACE OFFICER POWERS

An FSP Operator **does not** have any peace officer powers. An Operator's duty is to patrol freeways to relieve congestion, not police them. An Operator should be a good witness and should avoid personal involvement in disputes and criminal actions, including pursuits or apprehensions of suspected violators. Should an Operator be injured, or cause damage or injury to other persons or property while acting outside the scope of their company policy or this SOG,^{xxv} the Operator may be personally held liable to remedy the damage or injury.

An FSP Operator **shall not** perform any of the following:

- a. Vehicle pursuit
- b. Traffic break (this includes slowing down a traffic lane)
- c. Traffic control after CHP arrives on scene of an incident unless directed to do so by a CHP officer
- d. Escort of any type
- e. Detention of motorists for a traffic-related offenses
- f. Request a driver license from a motorist at a collision scene or hold said license
- g. Request insurance information from a motorist at a collision scene or hold said information
- h. Ask what happened at a collision scene
- i. Offer advice at a collision scene (do not suggest parties exchange info)^{xxvi}
- j. Discuss the collision with involved person(s) at a collision scene
- k. Decide/discuss fault at a collision scene
- l. Take any type of enforcement action against a member of the public
- m. Interrogate/question any person regarding matters that might concern violations of law
- n. Drive on the right shoulder or center median unless specifically authorized to do so by a CHP Dispatcher or CHP Program Supervisor.^{xxvii}

- o. Quote any tow fees
- p. Make referrals to businesses (auto body shop, law firm, etc.)

3. NO WEAPONS

An Operator shall not carry any weapons while on duty, such as knives, guns, etc., or any other item described in Section 16590 of the California Penal Code. An Operator wishing to carry “pepper spray” shall notify FSP Management in writing and receive approval prior to carrying said spray.

4. NOTIFYING DISPATCH OF CRIMINAL ACTIVITY

1. An Operator shall **immediately** advise Dispatch of any criminal activity encountered or observed and shall not stop at the location.
2. After reporting a possible intoxicated motorist, physical altercation, or illegal activity, whether moving or stationary, the Operator is to go 10-98.
3. Failure to advise Dispatch that an assignment is complete (10-98) will result in a disciplinary action.
4. Citizen arrest actions are strongly discouraged in the FSP Program. An Operator is to notify CHP of any situation warranting action outside the scope of FSP duties.^{xxviii}

Do not become involved. An Operator is not trained to handle these types of situations.

5. USE OF TOBACCO AND OTHER SIMILAR PRODUCTS

Using any tobacco product, controlled substance, e-cigarette or vaping product, or other product or device designed to replace or mimic smoking of any kind inside or near FSP vehicles is prohibited. This includes the use of tobacco or other identified products and devices by passengers who may ride in an FSP vehicle as part of providing FSP service. The passenger compartment of the FSP vehicle shall be free of foul odors, including odor from tobacco or tobacco replacement products and devices.^{xxix}

6. USE OF ENTERTAINMENT DEVICE OR OTHER ELECTRONIC DEVICE^{xxx}

An Operator who wishes to listen to a public radio station, or use any music, entertainment device, or other electronic device, may do so during non-FSP hours and while on his authorized 15 minute break.

7. SLEEPING WHILE IN OR AROUND AN FSP SERVICE VEHICLE

An FSP Operator shall not sleep while on duty or in a vehicle displaying the FSP logo, whether on duty or not. This prohibition is applicable to rest breaks and lunch periods. Sleeping is not permitted at any time during a shift. If an Operator is fatigued to the point of needing sleep during his work shift, he should not be working on the roadways. For the purpose of this section, sleeping is defined as actually sleeping or presenting the appearance that one is asleep.

8. HONESTY AND TRUTHFULNESS

It is imperative that each FSP Operator be honest and truthful regarding all aspects of FSP operations. An Operator shall provide truthful information to FSP Management, Dispatch, and his Contractor whether it is through voice radio, Tablet, in person, or by written document. Any violation of this will be handled on a case by case basis based on the facts available.

9. BEAT LIMITS

The beat limits are identified in the Contract. These limits include the turn-around points and must be followed. FSP Management understands that there will be times when it is necessary to drive beyond the limits, such as when an Operator observes a disabled vehicle ahead. However, this should not occur without notification and approval from Dispatch, as the additional driving time increases the response time to other incidents. If an Operator is at an incident that is beyond the limits of his beat, the Operator shall complete the call after obtaining approval from Dispatch. A second truck shall not stop even if it is the truck working that beat.

10. DAILY PRE-OPERATION VEHICLE INSPECTION

- a. An Operator shall inspect his truck each day, prior to the beginning of each shift.
- b. Each truck must be inspected using an FSP Truck and Equipment Pre-Operational Inspection Form; no other inspection forms may be used.
- c. The Operator shall use an ink pen (not pencil) when completing the form. The symbol "X" shall be used for items in compliance and the symbol "O" shall be used for items not in compliance on the form.

- d. Contractor/agent/manager shall be on site during all pre-operation inspections and shall review and sign the pre-operation inspection sheet prior to the Operator beginning his work assignment.
- e. Any problem shall be fixed prior to the start of the operation of the vehicle in FSP service.
- f. Falsifying any pre-operation inspection forms will result in suspension/disqualification for the involved individual(s).
- g. A copy of the current weeks form shall be kept in the vehicle and presented to FSP Management upon request.
- h. Operators shall not pre-fill out inspection sheets for future shifts.

If a truck is determined to be non-compliant with the contract prior to the beginning of the shift, a fully equipped backup truck shall be deployed after notifying Dispatch with the appropriate changes in vehicles.

The backup truck is required to have a pre-operation inspection by the FSP Operator prior to going out on the beat.

Operators or Contractors failing to comply with the above requirements are subject to suspension/disqualification on a case by case basis.

11. MILEAGE LOG

An Operator is required to keep a mileage log for his truck during the hours of FSP operation. The mileage information on page 2 of the Tow Truck and Equipment Pre-Operational Inspection Form will be completed by the Operator on a daily basis for each shift. Failure to maintain the log or providing inaccurate entries is a violation.

12. LOG BOOKS

All FSP Operators are required to maintain log books (hours of service) including when operating a service truck or as a part-time or back-up operator. This is to maintain consistency throughout the program and in the event a service truck Operator is needed to work in a tow truck or a part-time operator is needed to become a full-time operator.

If an Operator works for more than one employer that requires maintaining a log book, the hours worked for each employer shall be maintained in a single log book to show total time worked by the Operator.

13. STAGING LOCATIONS

Each Contractor shall have a pre-designated area/location where all of the Operators shall meet prior to the shift. This location is known as a "staging location," and is usually at the tow company yard. A staging location allows the

Contractor/manager/agent the opportunity to see that all Operators are in full uniform, neatly groomed, and confirm their equipment is ready to go.

- a. Operators are required to report to the staging area prior to the beginning of each shift.
- b. All operators must report to the staging area before the start of the AM and PM shifts. Operators working consecutive shifts are required to report to the staging area prior to the start of their first shift. For example: Operators working both the AM and Midday shifts **must** report to the staging area prior to starting the AM shift. Operators working the Midday and PM shifts **must** report to the staging area prior to starting the Midday shift.
- c. Operators are required to be on the beat and working at the start of the shift. Operators remaining at the pre-shift staging location^{xxxi} after the start of the shift without authorization will be in violation of FSP policy.
- d. If an FSP Operator arrives at the beat early, the Operator shall not stop on the shoulder to wait for the start of the shift. Additionally, Operators shall not apply/remove "Not in Service" signs on the shoulder of the freeway.

14. SIGNING ON/OFF

An Operator is required to log-on to the Tablet and set their status to pull out prior to leaving his company yard, and change their status to on patrol (go 10-8) within their beat area at the beginning of their shift. An Operator is to go 10-10 and initiate a status of pull in on the beat at the end of the shift, and log-off the Tablet after returning to the company yard. Operators logging onto the Tablet while en-route to the beat will be in violation of this policy.

In the event the Tablet is not functioning, the voice radio shall be used to go 10-8 and 10-10 from the beat. A Contractor or designee shall notify Dispatch immediately when a truck or Operator is not available at the beginning of a shift.

15. LATE SIGN-ON/EARLY SIGN-OFF

A late sign-on and early sign-off will result in a dock situation. An Operator anticipating this situation shall contact Dispatch immediately and advise of the situation. Dispatch will create and assign the Operator to a "Dock" log which will be provided to FSP Management for invoicing. An Operator shall make **radio** notification to Dispatch when going 10-8 (in service) on the beat. Failure to do so could result in additional dock time.

In the event an Operator is late for the FSP shift, a complete pre-operation inspection shall still be performed. Failure to perform the pre-operation inspection may result in disciplinary action against the Operator.

16. DISPATCHED CALLS

An Operator is required to handle all calls assigned that are received prior to the end of shift, even if that means working overtime. Overtime is used for the completion of an ongoing assist or as directed by Dispatch or FSP Management. The Operator is required to request and receive authorization from Dispatch if the estimated amount of overtime needed to complete the assist will exceed **15** minutes.

17. OVERTIME

The Contractor is paid for overtime at the hourly rate. To guarantee payment of overtime, the Operator shall document the date, the overtime log number and the David Unit/Adam (Dispatch) approval number on the Daily Operators Incident Log Form. In addition, an Operator shall provide Dispatch with a complete description of the vehicle being serviced, including the license plate number, and the problem with the vehicle. Dispatch will approve overtime for up to 15 minutes and FSP Management will approve overtime greater than 15 minutes. This information is to be obtained from Dispatch at time of request. If an Operator refuses to work overtime, the Contractor shall be notified and the Operator subject to disqualification.

18. TEN-MINUTE MOBILIZATION PERIOD

An Operator is allowed to spend no more than ten minutes attempting to mobilize a vehicle. If the necessary service or tire change takes longer, the Operator shall tow the vehicle off the freeway to an approved drop location and complete the service. If an Operator is going to be on a call for more than 30 minutes, he shall notify FSP dispatch and advise the reason for the delay.

19. PATROL PERIOD/SHIFT

All trucks assigned to a beat shall be on the beat at the shift start time and remain on the beat until the shift end time. This provision does not allow an Operator to leave the Contractor's location at the shift start time or arrive at the shift end time. During the last 30 minutes of the shift, the Operator shall not focus patrol efforts adjacent to the freeway exit normally used to travel back to the shop. The Operator shall continuously patrol the **entire** beat until the end of the shift.

LEAVING THE BEAT WITHOUT AUTHORIZATION

Operators are prohibited from leaving the beat without authorization during the shift.

There are four (4) occasions when an Operator would receive authorization from FSP Management to leave the beat during the shift. They are as follows:

- a. When the truck becomes disabled or the Operator becomes ill or incapacitated.
- b. FSP Management places the Operator out of service.
- c. Operator is directed by Dispatch to go to a specific location because of a problem with the FSP radio equipment (Tablet, AVL, etc.).
- d. The Operator needs to re-supply after servicing a motorist. Re-supplying the vehicle must be done within the beat boundary and adjacent to the freeway.

In all of the above cases, the Operator shall notify and receive authorization from Dispatch prior to leaving the beat.

20. BREAKS

Because of the limited number of Operators and to project a positive public image, only one Operator at a time, on adjacent beats, shall be allowed to take a break. An Operator shall coordinate breaks with beat partners so that their breaks do not overlap. The use of the shop radio will enable Operators to coordinate their breaks.

All Operators working a 4-hour shift are entitled to a 15-minute break. Breaks should be taken off of the freeway and directly adjacent to the assigned beat, **but not at a residence.**

An Operator shall not take a break during the first hour of the shift, and all breaks shall be **completed** before the last half-hour of the shift. Any Operator working a complete four hour or three and one half hour shift is entitled to one 15-minute break.

When working weekend hours, an Operator shall not take a lunch break (30 minutes) during the first hour of his shift, and the lunch shall be completed before the last hour of the shift. Any Operator working a complete eight-hour shift during weekend service is entitled to one 15-minute break, a 30-minute lunch, and another 15-minute break after lunch. The breaks shall be taken at least one hour apart from each other so that the breaks are not stacked together to form one large break. If an eight-hour weekend shift is split by more than one Operator, each Operator is entitled to one 15-minute break. No 30-minute

break is granted to either Operator unless one Operator works more than six consecutive hours. That Operator is then entitled to a 30-minute lunch.

Dispatch will not authorize break periods for missed breaks or breaks at the end of shift. In addition, an Operator who does not take a break, regardless of the reason, shall not return to the shop fifteen minutes early.

A restroom break, outside of the regular 15-minute break, is allowed only when necessary. If an Operator has to take a restroom break, the Operator shall do so at a service station or other facility having a public restroom, directly adjacent to the beat, and complete the break as quickly as possible. An Operator shall not loiter at that location or use the break to purchase food or beverages. In no instance shall two trucks be at the same location at the same time on a restroom break.

Abuse of restroom breaks will be handled on a case by case basis.

Unauthorized breaks shall result in discipline and the Contractor being docked.

21. OPERATOR BECOMES SICK OR UNABLE TO WORK

If, during a shift, an Operator becomes sick and feels unable to return to the beat, that Operator shall immediately notify Dispatch and the Contractor via the shop radio so a backup Operator can be sent as a replacement.

22. MORE THAN ONE OPERATOR AT A SCENE^{xxxii}

It is prohibited for more than one FSP truck to be at the scene of an incident unless properly requested and approved by CHP Dispatch or an FSP Supervisor. This can be accomplished two ways:

- The Operator that's in need of assistance may request the assistance of another FSP truck through CHP Dispatch or,
- If a FSP Operator on routine patrol observes his beat partner with an incident that would benefit from additional assistance, the patrolling Operator may request approval from CHP Dispatch to assist.
- The requesting FSP Operator must briefly explain the reason for the request.

Under no circumstances should an Operator stop with another operator without CHP Dispatch or FSP Supervisor approval.

23. INOPERATIVE CALL BOXES

When an Operator is informed of or encounters an inoperative call box, the Operator shall notify Dispatch of the call box number and reported problem.

24. PATROLLING IN THE HOV LANE

An Operator will be allowed to access the High Occupancy Vehicle (HOV) lanes under certain conditions to render assistance to disabled vehicles or to remove traffic hazards. The following guidelines shall be followed in order to access the HOV lanes:

- When requested to do so by the CHP
- When assisting another Operator (advise Dispatch for authorization)
- When monitoring the CHP scanner for traffic hazards or traffic collisions that are within the HOV lane

The aforementioned only applies during hours of FSP operation, and does not apply to the HOV lane on a freeway on-ramp, unless actually providing service on the on-ramp. All trucks providing service in an HOV lane must have FSP signs properly displayed.

25. PATROLLING TRANSITION ROADS

Transition roads are **NOT** to be routinely patrolled by FSP vehicles, except during Midday shifts. If the Operator sees a disabled vehicle on a transition road, the Operator shall stop to provide service. If the disabled vehicle needs to be towed, or needs service for longer than ten minutes, the Operator shall tow the disabled vehicle off the freeway to a designated drop zone.

26. PERSONAL PHONE USAGE^{xxxiii}

Operators are not permitted to use the telephone (a wireless communication device or land line) during a shift except while on an authorized 15-minute break. Wireless devices including Bluetooth devices shall be stored in the tunnel box or other secure portion of the vehicle, but not in the cab. If an emergency situation arises where an Operator must use a wireless communication device while working, the Operator shall immediately notify FSP Dispatch of the emergency and shall stop the truck off the freeway before using the wireless device.

Lead Operators are allowed a wireless device to conduct FSP related business. The device may only be used in a hands free mode in compliance with the California Vehicle Code.

Contractors shall ensure there is a procedure in place in the event of an emergency. If an emergency occurs that requires an Operator be notified in the field, the Lead Operator shall be contacted by shop air or wireless device. The Lead Operator shall relay the information to the appropriate Operator and FSP Dispatch. This will ensure timely dissemination of information to the field and Dispatch.

There will be ZERO tolerance to violations of this policy. Any Operator, other than the Lead Operator, found using a wireless communication device while on duty shall be disqualified from the FSP Program. Operators using a wireless communications device while driving in any manner may also be subject to a traffic citation. A Lead Operator found using a wireless communication device without being in hands free mode shall be disqualified from the FSP Program and may be subject to a traffic citation.

The first violation regarding the storage of a wireless device will result in a ten-day working suspension from FSP Duties. A second violation shall result in disqualification from the FSP Program.

27. NO EATING OR DRINKING WHILE OPERATING AN FSP VEHICLE

There shall be no eating or drinking while driving an FSP vehicle, or while in the presence of a motorist. Operators are reminded to keep their cabs clean and remove all trash from public view. All food items shall be stored out of view while providing transportation for a motorist. A closed spill-proof beverage container may be kept in the cab of the vehicle for use only when the vehicle is not in motion or when motorists are not present in the vehicle.

28. TOWING OF MOTORCYCLES PROHIBITED

Towing of motorcycles is prohibited, because of the possibility of damage during the tow. However, an Operator shall offer other assistance such as gasoline, water, or air. If the motorcycle requires towing, contact Dispatch for a rotation tow to handle. A motorcycle down in lanes may be dragged from the lanes at the direction of a CHP Officer if the motorcycle is so damaged that it cannot be salvaged. The Operator shall obtain the CHP Officer's badge number and report to Dispatch after following the CHP Officer's order.

29. NO REFERRALS

Referrals to commercial tow companies or automotive repair facilities (including themselves), or providing secondary tow services are not allowed. When asked by a member of the public for a referral, the correct procedure for an Operator is to politely explain that referrals to other businesses are prohibited. Operators may suggest that the customer might initiate a google or other web search, if the customer is in possession of a personal data device.

30. TIPS/GRATUITIES

If a motorist offers an Operator a tip, the Operator shall inform the motorist that he is not allowed to accept tips. The Operator may further advise the motorist that while the gesture is certainly appreciated, the motorist can reward him by calling the phone number on the FSP Brochure and provide a positive comment about the Operator/Program.

Should an Operator encounter a situation where a motorist strongly insists that the tip be accepted, or the tip is discovered after the motorist has departed, the Operator is required to use the following procedure:

- a. Report the item or amount of the tip to Dispatch immediately.
- b. Receive a log number from Dispatch for the tip reported.
- c. Record the information on the Operators Daily Activity Log.
- d. Turn the tip in to the Contractor at the end of shift.

The solicitation of tips or gratuities is strictly prohibited.

31. PROVIDING FSP BROCHURE AND BUSINESS CARDS TO ALL MOTORISTS

An Operator is required to give every motorist assisted or approached an FSP brochure explaining the Program, along with an Operator's business card. When dealing with an abandoned vehicle, the FSP brochure shall be placed on a conspicuous portion of the vehicle, such as under the windshield wiper arm. Failure to provide the above information will result in disciplinary action. Each time a FSP Brochure and business card are not given out will constitute a separate violation.

32. UNATTENDED FSP VEHICLE

An Operator shall not leave the FSP truck unattended at any time other than on an authorized break. When leaving the truck unattended for any length of time, the engine shall be shut off, parking brake set, the keys removed, and the vehicle secured and locked.

33. DRIVER LICENSE/DL64 REQUIREMENTS

An Operator is required to be in possession of a current valid California Driver License (CDL), DL64, and DL51 Medical Examiners Certificate^{xxxiv} during FSP hours. If an Operator is not in possession of or has an expired CDL and/or DL64, the Operator shall immediately be placed out of service and the Contractor docked. The Operator will not be allowed to resume FSP duties until the deficient items are made current.

If the CDL, DL64, Medical Card, or FSP identification card is mutilated, it is the responsibility of the Operator to obtain a replacement document within 10 calendar days. An operator without these documents in his possession is in violation of the California Vehicle Code and could be issued a citation.

34. “NOT IN SERVICE” MAGNETS

The Operator is responsible for placing “NOT IN SERVICE” magnets over the “Freeway Service Patrol” logo on the two front doors of an FSP vehicle when the vehicle is not providing FSP service. Signs shall be used:

- a. During the commute between the Contractor facility and the beat.
- b. During the commute to any scheduled service or equipment maintenance.
- c. When training prospective operators who have not yet passed the proficiency test.

Two magnets shall be carried by every FSP vehicle. The magnets shall be clean and in good condition. The magnets shall be placed to completely cover the FSP logo so it is obvious that the vehicle is not in service.

CHAPTER 6

OPERATIONAL SITUATIONS AND POLICY

This section covers how to handle special operational situations and circumstances that may occur in the course of FSP service. ^{xxxv}

1. INTERACTION WITH PEACE OFFICERS

AN OPERATOR MUST OBEY ALL LAWFUL PEACE OFFICER ORDERS.

If a Peace Officer (any **sworn** member of a Law Enforcement Agency as defined in the California Penal Code) orders an Operator to complete a task, the Operator shall comply with the lawful order without complaint. Obeying the lawful order takes precedence over policies listed in this document.

When a Peace Officer directs an Operator to complete a task not consistent with FSP Policy, the Operator shall follow those directions provided the task can be accomplished safely. It is the Operator's responsibility to immediately notify Dispatch prior to performing the task.

Operator shall:

1. Advise the Officer that the task is not within FSP Policy prior to performing the task
2. Notify Dispatch of the incident and request notification to FSP Management
3. Obtain the Officer's: name, employing agency, and identification and/or badge number and place it on the Operator Daily Activity Log. The information collected shall be provided to CHP Dispatch as soon as possible.
 - a. If the Peace Officer is employed by the CHP, then only the identification number need be obtained.
 - b. If the Peace Officer is from an agency other than the CHP, and the request seems unreasonable per FSP Policy, the Operator shall contact Dispatch and obtain approval from CHP.
 - c. There will be three occasions when an Operator does not have to follow the direction of an Officer. They are when the request is either:
 1. Unsafe
 2. Unhealthy
 3. Illegal

2. DISABLED VEHICLES THAT ARE OCCUPIED

An Operator approaching a disabled vehicle, whether in the traffic lane, center median or on the right shoulder, shall stop in front of the disabled vehicle. The only exception to this rule is if stopping in front of the vehicle is physically impossible or unsafe. Stopping behind the disabled vehicle will require the Operator to pull the tow truck back into moving traffic to re-position it for towing. By pulling in front of the disabled vehicle, the Operator is ready to tow.

At all times, an Operator shall look out for the safety of both the motorist and themselves.

1. Disabled Vehicle in Traffic Lane

An Operator encountering a disabled vehicle in the traffic lane shall immediately determine the safest way to approach the situation rather than unduly risking collision or injury to remove the vehicle in a timely manner. Depending on visibility and the speed of traffic, the Operator shall consider two options.

- a. If visibility is good and traffic is moving slowly, the Operator shall hook up the vehicle and tow it to the closest out of lane position or authorized drop point where any necessary service can be completed.
- b. If visibility is poor and/or traffic is moving too fast, the Operator should position his truck on the right shoulder behind the location of the disabled vehicle and request a "traffic break" by a CHP Officer through Dispatch. **Under no circumstances is an Operator allowed to perform a traffic break!** Once a traffic break is accomplished, the disabled vehicle shall be removed by towing it, as quickly and as safely as possible. With regard to speed and visibility, it is up to the Operator to make the proper decision as to which option should be employed.

The Operator will tow the vehicle off the freeway to an authorized drop point where further assistance may be provided or the motorist can make other necessary arrangements. Once arriving at a drop location, and upon the motorist's request, an Operator will request Dispatch to contact AAA, CHP rotation tow, or another towing service from a company of the motorist's choice.

2. Disabled Vehicle on the Right Shoulder

While servicing vehicles on the right shoulder is considerably safer than within traffic lanes, danger still exists. The following explains how this condition is to be handled:

- a. The motorist should be directed to sit in the right front seat of the tow truck or other place of safety. At no time is an Operator allowed to direct the motorist to stand or walk between vehicles.
- b. Tow truck hazard lights (emergency lights) and overhead lights should be off while the truck is parked safely on the right shoulder, unless there is an identifiably hazard that could be lessened by the use of such lights (narrow shoulder, traffic side flat, fuel tank on traffic side, etc.). Operators utilizing hazard lights or overhead lights shall notify dispatch, and provide a brief reason for using the lights (narrow shoulder, etc.).^{xxxvi}

The appropriate use of the rear loading lights/working lights must be carefully considered as it pertains to the safety of traffic. Improper use can blind oncoming traffic and create an unnecessary safety hazard. It might be appropriate to use the lower work lights, but not the upper work lights.

- c. With safety always in mind, an Operator shall attempt to service the disabled vehicle as expeditiously as possible and not spend an excess of 10 minutes servicing the vehicle.
- d. Operators are encouraged to utilize company-provided jacks and tools that are known to be reliable and placed by the professional tow operator, unless otherwise directed by their tow company policies or procedures.^{xxxvii}
- e. If the necessary repair or services are unsuccessful or too time consuming, the Operator shall offer to tow the motorist off the freeway to an authorized drop point where the motorist can make other necessary arrangements. Once arriving at a drop location, and upon the motorist's request, an Operator will request Dispatch to contact AAA, CHP rotation tow, or another towing service from a company of the motorist's choice.
- f. If the motorist refuses or declines service, an Operator shall notify Dispatch. For documentation and liability purposes, an Operator shall advise Dispatch of the vehicle description and license plate number, as well as the reason the motorist is declining service. The Operator shall place a FSP 422 tag on the vehicle.

- g. As soon as safely possible, the Operator shall complete the motorist assist information on the Tablet or Operators Daily Activity Log in the event of a tablet failure.
3. **Disabled Vehicles in the Center Divider**
A vehicle which becomes disabled within the center median (or divider) is faced with additional problems, as it is restricted to a smaller area with little or no room for escape, and where call boxes are not located. As a result, a motorist stranded in the center median might be tempted to run across the freeway lanes to get to a telephone or call box. After encountering a disabled vehicle in the center median, an Operator shall **never** leave the motorist, even if they refuse service. The Operator shall notify Dispatch and request that CHP respond. Once CHP arrives at the scene, the Operator may then leave if no longer needed. If the motorist already has help en route, at the very least, the vehicle should be moved to the right shoulder. If possible, the disabled vehicle should be moved to the drop location. The Operator should inform the motorist that they may be towed to a drop location which will place them off of the freeway and out of danger from oncoming traffic. In addition, an Operator shall also advise Dispatch of the drop location where the motorist has been taken.
4. **Vehicles in Other Dangerous Locations**
In addition to the center median, an Operator shall never leave a motorist in a gore point, within a traffic lane or HOV lane, partially within a lane, on a narrow shoulder, or any other location that would hinder a motorist's ability to safely enter and exit his/her vehicle. Failure to adhere to this policy could place the Operator in a serious liability situation.

The State of California Vehicle Code Section 22651(f) allows a motorist to leave his/her vehicle on the freeway for four hours if it is not a danger to others or is not in a traffic lane. In this case, the Operator is to tag the vehicle with a FSP 422 and go 10-98; CHP need not be called.
5. **Passing of Disabled Vehicles**
An Operator shall not pass a disabled vehicle while on routine patrol. If an Operator is dispatched to an immediate traffic hazard, they may pass a disabled vehicle if it is safely located on the right shoulder. However, if an Operator observes a disabled vehicle while en route to another call, and the incident is not one of a higher priority than the one he is responding to, Dispatch shall be advised so a second truck can be dispatched.
6. **Disabled Vehicles on City Streets**
If a disabled vehicle is encountered blocking an intersection while the Operator is driving on city streets, the Operator shall not stop to assist. Immediately notify Dispatch so the appropriate agency can be contacted to handle the incident. If the incident is blocking vehicles exiting the freeway

and is causing a backup onto the freeway, the Operator shall notify dispatch for instructions.

7. Disabled FSP Vehicle

If the FSP vehicle becomes disabled or required equipment is discovered to be lost or missing, the Operator shall immediately notify Dispatch and the truck will be deemed out of service (10-6 Mechanical). The Operator may then contact his Contractor so a backup truck or replacement equipment can be deployed. Once a Contractor has knowledge of the breakdown or missing equipment, they shall notify FSP Supervision immediately. Failure to notify Dispatch and an FSP Supervisor when the breakdown occurs shall result in adverse action being taken. Operators shall not advise dispatch that he is on a break prior to notifying dispatch the truck is broken down. When a truck breaks down, an Operator is not allowed to take a break to avoid the dock situation.

3. **ABANDONED VEHICLE GUIDELINES**

Authorization to tow an abandoned vehicle from the traffic lane must first be obtained from a CHP Officer or from Dispatch. An Operator encountering an abandoned vehicle within a lane shall request Dispatch to contact a CHP Officer. If traffic is moving slowly, the Operator shall position his truck in a safe location in front of the abandoned or disabled vehicle. If traffic is moving fast, the Operator should pull to the right shoulder behind the disabled vehicle and wait for CHP. The CHP Officer can direct the Operator to tow the vehicle to the right shoulder or off of the freeway. The CHP Officer will then be responsible to request, for storage purposes, a rotation beat tow to remove the abandoned vehicle. The Operator shall not accept a vehicle storage request in this instance or in any other situation while on FSP duty.

An Operator directed by CHP to remove an abandoned vehicle from the freeway shall obtain the CHP Officer's ID number and write it on the Operator's Daily Activity Log. If for any reason an Operator is not followed off of the freeway by the directing Officer, the abandoned vehicle shall not be dropped. The Operator shall contact Dispatch and request CHP respond for a storage report and request a rotation tow to take possession of the abandoned vehicle. Additionally, the Operator should ensure that Dispatch has contacted FSP Management.

An Operator is required to stop for abandoned vehicles parked on the shoulder only when a CHP 422 tag (yellow in color) cannot be seen. When stopping for an abandoned vehicle, the Operator shall leave a FSP 422 tag (blue and yellow in color) and an FSP brochure on the vehicle. The FSP 422 tag shall be placed in a visible location on the rear window and the brochure on the windshield. If a motorist returns to a vehicle with a CHP/FSP 422 tag on it, the Operator should stop to see if additional assistance is necessary. The Operator shall also stop for motorists who are out on the freeway for any amount of time, even if a

CHP/FSP422 is placed on the vehicle, in the event the motorist changes his/her mind and decides to utilize FSP services.

4. TRAFFIC COLLISIONS

When an Operator encounters or responds to an incident and determines that the motorist(s) is involved in a collision, the following guidelines shall apply:

1. Collision investigation officers shall coordinate with the Operator for the expeditious removal of vehicles involved in property damage only (PDO) type collisions from the freeway lanes or shoulders to a location immediately off the freeway, e.g. adjacent surface street. (Established FSP drop locations shall not be used as the off-freeway parking location for collision-related incidents.)
2. **Prior** to leaving the collision scene, investigating officers shall coordinate the call out of either rotation or auto club tow services to respond to the off-freeway location. If these services were dispatched prior to CHP arrival, officers shall inform CHP dispatch of the new off-freeway location.
3. The motorist(s) and passenger(s) of non-operative vehicles should be transported to the off-freeway location by an Operator and/or CHP.
4. Any driver or registered owner of a vehicle involved in a PDO collision should ride in the tow truck with the Operator to accompany their vehicle to the off-freeway location. A motorist being transported by CHP or another FSP unit complies with this policy.
5. If involved vehicles are drivable, only officers shall determine the sobriety and/or injuries of involved motorists prior to requesting they drive their vehicles to the off-freeway location.
6. At the drop location, the CHP officer will determine if there are any safety concerns for the motorist(s). Such concerns may require that the FSP Operator transport the motorist(s) to a secondary location.
7. If a motorist desires to leave their vehicle at the off-freeway location, the FSP Operator shall advise the motorist of the potential for theft or vandalism to the vehicle and any local or state law parking restrictions.
8. If a CHP rotation tow is dispatched by the CHP and has arrived on scene, the Operator shall not stop. Towing responsibility shall be relinquished to the rotation tow company and the Operator shall continue FSP Patrol. To avoid confrontation, it is not the responsibility of the FSP Operator to request or demand a CHP log number from the rotation tow operator claiming if he/she was in fact dispatched.

9. If the Operator is involved in a traffic collision, the Operator shall immediately notify Dispatch. The Operator's Contractor can be notified after Dispatch has placed the truck and Operator out of service. Once the Contractor has knowledge of the collision, they shall notify an FSP Supervisor immediately. For the purpose of this policy, a traffic collision shall include any event that results in damage or injury to the FSP Operator, truck, other party, or personal property. A report will be taken on all FSP involved collisions during the shift, no matter how minor.

5. WHEN TO REQUEST A ROTATION TOW

A rotation tow will be called any time a motorist needs more assistance than an Operator can provide. For instance, if a motorist desires to be towed to a residence, place of employment, service station, place of repair, or other location, and the motorist does not request a specific company (the motorist may not request the tow company currently providing the FSP assist), a rotation tow shall be requested via Dispatch. The Operator, however, should explain to the motorist the hazards that he/she may experience by remaining on the freeway, and the benefits of being towed to a safe drop location.

1. When FSP and Rotation Tow are Present at the Same Scene
There may be occasions when a rotation tow is sent by Dispatch to assist a motorist during an FSP shift. This is usually done for liability reasons, as sometimes an Operator may be too busy to handle all the disabled vehicles within his beat. As a general rule, the first tow truck on scene should handle the motorist from contact to conclusion, unless the motorist requests otherwise. An Operator who is providing assistance to a motorist, who encounters a rotation tow at the same location, **shall not** have any type of confrontation with the rotation tow operator. Instead, the Operator is to immediately notify Dispatch so any problems can be quickly resolved. The Operator may complete the assist; however, should the CHP rotation tow operator become disagreeable, the Operator is to advise Dispatch and go 10-98 IMMEDIATELY. The Operator should obtain all the necessary information and write it down on the Operator's Daily Activity Log.
2. Unusual Tow Situations
An Operator coming into contact with situations beyond the scope of his FSP duties,^{xxxviii} such as an irate motorist/tow operator or perhaps a tow company soliciting on the freeway, shall adhere to the following:
 - a. Immediately advise Dispatch of the situation.
 - b. If possible and safe to do so, obtain the name(s) of the involved person(s) and/or company, phone number and addresses, vehicle description(s), and license plate number(s).
 - c. Obtain the name(s) of any motorist that might be in the vicinity.
 - d. Be a good witness and gather any pertinent information.

- e. Place all information on a Operators Daily Activity Log.
- f. After contacting Dispatch, go 10-98 as soon as possible.

6. REMOVAL OF DEBRIS FROM THE ROADWAY

1. If it is SAFE to do so
 - a. Park the truck on the shoulder before the debris.
 - b. If debris is in an adjacent lane or up ahead of the tow truck and traffic is stopped, the Operator may remove it with caution, always keeping an eye on traffic.
 - c. Place debris on shoulder or center divider area.
 - d. Advise Dispatch of the location of debris. (Dispatch knows who to notify to remove debris.)
 - e. Do not take debris with you. This will result in a disciplinary action against the Operator.
2. When Traffic Is Moving
 - a. Position the truck on the shoulder behind the debris allowing traffic to avoid the debris and tow truck. (Use caution, always keep your eyes on traffic, and be prepared to take evasive action.)
 - b. During evening hours, the Operator should illuminate the debris utilizing the tow truck spotlight, providing it can be done in a manner that will not interfere with traffic.
 - c. Advise Dispatch of the location of the debris, including the affected traffic lane(s) and request a traffic break from the CHP.
 - d. When a traffic break is in place, move the debris to the right shoulder. If the CHP cannot respond to create a traffic break, the Operator is to leave the location of the debris so personnel can respond at a later time to pick it up.
3. Live Animals

When dealing with animals on the freeway, assume that all are dangerous and may bite. Leave the capture and removal of these animals to those who know how to deal with them. Simply advise Dispatch of the situation so they may request the proper agency and continue patrolling the beat. An Operator should not stand by with, detain, or put the stray animal on or in his FSP truck.

4. Found Property on the Freeway (Including Shoulders and Ramps)

Property found on the freeway shall not be kept. Operators are to inform Dispatch of the location and item(s) found. Dispatch will contact the CHP and an officer working the beat will take possession of said item(s). Selling or keeping a found item(s) will result in disciplinary action.

7. HAZARDOUS MATERIALS

Taking a hazardous material incident too lightly can be deadly. Any unknown substance or object in any package (i.e. bags, boxes, barrels, etc.), or in any form (liquid, gas, or solid), should be considered a hazardous material. An Operator should be extremely careful when encountering unrecognizable, identifiable, or suspicious objects or substances. Exercise extreme caution. When in doubt, inquire with FSP Supervision or dispatch for direction

The use of flares vs. cones should be carefully considered. Traffic cones should be used instead of flares if there is a possibility or reason to believe that ignitable or flammable materials may be present. Do not request Caltrans cleanup crews or hazardous materials teams; this will be the responsibility of the CHP Incident Commander. Once CHP arrives on scene, the Operator should go 10-98.

Collision scenes involving big rig trucks may pose a particular hazard, since these vehicles often carry hazardous materials.

1. Hazardous Material Spills

In this type of situation, an Operator can never get too much information. Dispatch must be notified immediately and advised of any vehicle carrying an unknown substance is equipped with any placards. If so, that information should be conveyed to Dispatch.

Operators arriving at the scene of hazardous material spills or potential hazardous material spills are advised to stay as least 300 feet away from the substance; uphill, upwind, and upstream. If there is a substance leaking, liquid or powder, or if there are any flames, an Operator shall leave the area and should escort others nearby away from the scene. In addition, the Operator shall not step in or taste any unknown substance (what looks like sugar or salt could be hydrochloric acid). If possible, contact the driver of the vehicle carrying the material and obtain a description of the material. Notify Dispatch immediately of the description of the material and any other pertinent information.

2. Unknown or Hazardous Objects^{xxxix}

Operators need to be aware of the threat of encountering explosive devices or bombs on any portion of the freeways. Particular threats might include any structure along, over or under the freeways, overcrossings, undercrossings, transitions, etc. Operators must be diligent and observant when encountering any suspicious device or package, especially in a location that seems unusual. Explosive devices may be contained in a manner that does not make it immediately recognizable as an explosive device. Containers may include a box, a bag, a barrel, a brief case or any other container. It might look like dynamite or a pipe bomb, might have loose wires, timing devices, or possibly a cellular telephone for remote activation. When in doubt, get away from it and keep others away from it.

Operators are to immediately distance themselves and encourage others to distance themselves at least 300 feet away from the object, and move away from any structure or bridge that may be effected in the event of an explosion. Do not make any notification until at least 300 feet away from the object. Do not activate the FSP radio, shop radio, cellular telephone, or any electronic transmission device near the object. This extremely important because some explosive devices have been known to detonate as a result of an electronic device transmission.

Once 300 feet or more away from the object and structures:

- a. Notify dispatch providing a description.
- b. Wait for direction from dispatch. You may be required to meet responding emergency personnel to direct them to the object and offer a statement.

8. JUMP START

Jump-starting a dead battery can be dangerous. If a vehicle has electrical problems on the freeway, it may be a bigger problem than the battery. Tow the vehicle off of the freeway to a designated drop location and then assess the problem.

The Operator is not a mechanic and shall not work under the hood of vehicles. However, if it can be determined that the battery was not the cause of the vehicle being disabled but the battery may have run down as a result of any switches (lights, hazards, ignition) left in the on position while the vehicle was disabled, the following diagram may be used as a guideline to assist the motorist. Caution and safety is more important than jump starting a dead battery and good judgment should be used at all times.

Dangers Jump Starting a Dead Battery

The national Society to Prevent Blindness distributes a warning sticker with instructions on jump-starting vehicles with dead batteries. It includes this information:

WARNING: BATTERIES PRODUCE EXPLOSIVE GASES

Keep sparks, flames and cigarettes away from batteries at all times. Wear eye protection. Don't lean over batteries during jump-starting. See owner's manual for instructions



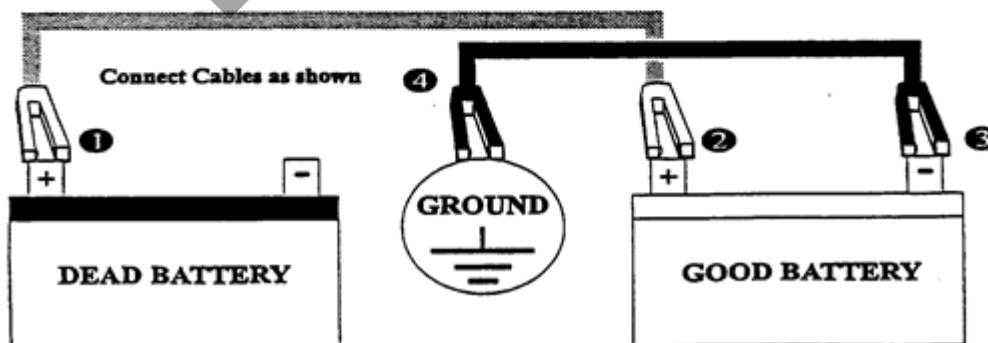
JUMP-START INSTRUCTIONS:

Be sure: vent caps are tight and level....damp cloth, if available, is placed over vent caps....vehicles are not touching....both electrical systems are the same voltage. Don't Jump-Start If Battery Fluid is Frozen!



ATTACHING THE CABLES: (Do in order listed)

- ① Clamp one jumper cable to the positive (+) terminal of dead battery (wired to starter or solenoid). Do not allow positive cable clamps to touch any metal other than on battery.
- ② Connect other end of positive (+) cable to positive (+) terminal of good battery.
- ③ Connect one end of the second cable negative (-) to other negative (-) terminal of the good battery.
- ④ Make final connection on engine block of stalled engine (not to negative post) away from battery, carburetor, fuel line, any tubing or moving parts.
- ⑤ Stand back from both vehicles. Start vehicle with good battery-then start the stalled vehicle.
- ⑥ Remove cables in reverse order of connections beginning by first removing cable from engine block or metallic ground.



9. VEHICLE FIRES

1. Safety Precautions at the Scene of a Car Fire

At times, an Operator may encounter a car fire. Since an Operator is not adequately trained to deal with car fires, he should not become involved trying to put one out. In addition, an Operator should be aware that smoke inhalation is a dangerous health hazard, so always park upwind. The Operator's main objective should be to ensure the motorist's safety as well as his own. An Operator should keep himself and the motorist away from fire. Dispatch should be promptly notified so the fire department can be summoned.

2. Engine Fires

During an engine fire, opening the hood will only supply the fire with what it needs---oxygen. This, in turn, can cause a flare-up. Therefore, an Operator shall **never** open the hood if there is smoke coming from the engine area! In addition, battery fires are very dangerous as they emit toxic fumes and can explode.

3. Fire Extinguisher Use

If a motorist requests to use the fire extinguisher, an Operator should give it to the motorist for them to operate, after admonishing the motorist of the hazards of being near the vehicle.

10. VEHICLE DAMAGE OR INJURY ^{xl}

Operators shall visually inspect disabled vehicles for damage before and after providing assistance, to ensure there is no damage present. If in doubt, call an FSP Supervisor for assistance. If damage or injury should occur while providing assistance or while at the scene of an assist, regardless of fault, the Operator shall **immediately** report the damage or injury to Dispatch. When an Operator causes damage or injury while servicing or towing a vehicle, the Operator must also provide company contact information to the motorist. Damage or injury of any type must be reported, regardless of how minor it appears. Broken lug nuts, dents, and scratches are examples of damage. Any FSP Operator that fails to report damage to a motorist's vehicle while on the scene of the assist, or fails to provide company contact information to the motorist the damage is caused by the Operator, will be in violation of FSP policy and this SOG. The Operator violating this policy will be subject to adverse action.

11. OVERHEATED VEHICLES

Operators shall only open the radiator cap and/or add water to a radiator when all of the following guidelines are followed:

- a. The radiator is cool to the touch.

- b. The vehicle is not running.
- c. The motorist is a safe distance from the front of the vehicle.

If it is not possible to meet all of the requirements listed above, the Operator shall tow the vehicle off of the freeway to a designated drop location and have the motorist obtain professional assistance.

The Operator shall inform the motorist of the hazards of opening the radiator cap of an overheated vehicle, such as, the potential for serious injury to the face, hands, and other parts of the body from the hot water/radiator fluid.

12. PEDESTRIANS

An Operator is prohibited from making contact with pedestrians.

Unless a pedestrian is clearly with a disabled vehicle, an Operator shall not make contact. If a pedestrian is observed on the freeway, the Operator is to immediately advise Dispatch of the location and general description of the pedestrian, and continue patrolling.

13. ASSISTING THE VULNERABLE MOTORIST

1. **Vulnerable Motorist**
An Operator must be particularly aware of his responsibility when assisting a vulnerable motorist (female, handicapped, etc.). Among the Operator's many considerations should be the time of day and location. For example, a drop location in a certain part of town could pose a greater safety risk to females during the hours of darkness than it might during daylight hours. An Operator encountering a potentially unsafe situation at a drop location may consider the use of an alternate approved drop location. If an alternate drop zone is not reasonably available, the operator shall (a) immediately notify Dispatch of the situation, (b) request that CHP respond to standby with the motorist and (c) request permission to remain on scene until CHP or other assistance has arrived.
2. **Motorists with Children**
Pregnant females and persons with infants or small children present additional challenges for an Operator. An Operator must consider whether a pregnant female is physically able to step up high enough to be seated in the tow truck. The possibility of a rough ride in a tow truck aggravating her already delicate condition is another consideration. Additionally, the requirement that the Operator obey all traffic laws demands that an Operator be aware of child seat/restraint mandates when servicing parties with infants or small children.

3. Notification of Vulnerable Motorist

Occasionally, an Operator encounters a vulnerable motorist who declines the offer of FSP assistance because the motorist has private assistance en route. In addition to advising Dispatch of the refusal for service, an Operator should also advise that the party is a vulnerable motorist. A female alone on the shoulder of a freeway in or about a disabled vehicle could be considered vulnerable. Notifying Dispatch of the female motorist's presence is important so that CHP can monitor the arrival of assistance as well as the individual's overall safety.

An Operator must be prepared to encounter motorists with a variety of special circumstances and problems. A courier's vehicle, for example, could become disabled on the freeway carrying valuables such as jewelry. The courier, male or female, understandably might fear for his/her safety unless special measures are taken to ensure his/her well-being. In these situations, the Operator is expected to assess the situation and contact CHP for instructions.

14. CLEARING INTERSECTIONS

When driving on city streets, an Operator should watch for dangers at intersections. To avoid a collision, an Operator should use the three-second rule when clearing an intersection; wait three seconds after the signal turns green, look left, right, and left again before proceeding. An Operator should also be alert for pedestrians who could suddenly walk or run into the path of his moving truck.

15. INCIDENT OFF OF THE FREEWAY

FSP responsibility is limited to congestion relief on the freeway. Therefore, a disabled vehicle not found on the freeway by an Operator is not the responsibility of FSP. In the case of a collision or 11-25, notify Dispatch so the proper authority can be notified. Vehicles moved or directed off the freeway by CHP Officers for safety reasons are to be given service as if they were on the freeway.

16. DRIVING ON THE RIGHT SHOULDER OR CENTER MEDIAN (CVC 21719)^{xli}

Effective January 1, 2016, Assembly Bill 198 adds vehicle code section 21719, which permits a tow truck driver to utilize the center median or right shoulder of the roadway if all of the following conditions are met:

- (1) A peace officer employed by the investigating law enforcement agency is at the scene of the roadway obstruction and has determined that the obstruction has caused an unnecessary delay to motorists using the roadway.

- (2) A peace officer employed by the investigating law enforcement agency has determined that a tow truck can provide emergency roadside assistance by removing the disabled vehicle and gives explicit permission to the tow truck driver allowing the utilization of the center median or right shoulder of the roadway.
- (3) The tow truck is not operated on the center median or right shoulder at a speed greater than what is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the roadway, and in no event at a speed that endangers the safety of persons or property.
- (4) The tow truck displays flashing amber warning lamps to the front, rear, and both sides while driving in the center median or right shoulder of a roadway pursuant to this section.

For the purposes of the FSP program, operators may utilize the center median or right shoulder as outlined above **ONLY WHEN SPECIFICALLY INSTRUCTED TO DO SO** by a CHP Dispatcher or FSP Program Supervisor. Operators who are specifically authorized to utilize the center median or right shoulder must exercise extreme caution, operate at a speed that is reasonable and prudent, must display flashing amber warning lights, and must comply with any other conditions outlined in vehicle code section 21719 and as outlined above.

17. **SERVICE ANIMALS^{xlii}**

The Americans with Disabilities Act grants full and equal access to accommodations, advantages, facilities, common carriers, lodging places, places of public accommodation, and other places to which the general public is invited.

Generally, title II and title III permits service animals to accompany people with disabilities in all areas where members of the public are allowed to go. This means that, unless unsafe to do so, the service animal should be kept with the handler and travel with the handler in the tow truck when transporting a disabled motorist who is traveling with a service animal. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals.

Beginning March 15, 2011, the US Department of Justice published revised final regulations stating that only dogs are recognized as service animals under titles II and III of the ADA. Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The

work or task a dog has been trained to provide must be directly related to the person's disability.

Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

When it is not obvious what service an animal provides, only limited inquiries are allowed. Operators may ask two questions: (1) Is the dog a service animal required because of a disability, and (2) What work or task has the dog been trained to perform. Operators cannot ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.

A person with a disability cannot be asked to remove their service animal from the premises unless: (1) The dog is out of control and the handler does not take effective action to control it or (2) The dog is not housebroken. When there is a legitimate reason to ask that a service animal be removed, operators must offer the person with the disability the opportunity to obtain goods or services without the animal's presence.

To provide reasonable accommodation and minimize risk, Operators should transport service animals and their handler in the rear passenger area of the tow vehicle.

Operators must notify the CHP Dispatcher or FSP Program Supervisor when transporting a customer with a service animal. If the Operator should encounter difficulties managing a scene where a service animal is present, the Operator should notify the CHP Dispatcher so that a CHP Unit or FSP Program Supervisor may assist as appropriate.

19. **COMFORT ANIMALS**^{xliii}

Comfort animals are an emotional support animal, typically a dog or cat, that provides a therapeutic benefit to its owner through companionship. The animal provides emotional support and comfort to individuals with psychiatric disabilities and other mental impairments. The animal is not specifically trained to perform tasks for a person who suffers from emotional disabilities.

Unlike a service animal, a comfort animal is not granted access to places of public accommodation or protected under the Americans with Disabilities Act. Unless in an appropriate animal carrier or absolutely necessary because of mental impairment, comfort animals and family pets should not be transported in the tow truck.

Operators must notify the CHP Dispatcher or FSP Program Supervisor when transporting a comfort animal or family pet, and must identify where the animal will be located during transport (in the tow truck or in the towed vehicle). If the Operator should encounter difficulties managing a scene where a comfort animal or family pet is present, the Operator should notify the CHP Dispatcher so that a CHP Unit or FSP Program Supervisor may assist as appropriate.

20. UNUSUAL INCIDENTS^{xliv}

Should an operator encounter or become involved in an unusual situation not specifically addressed by this SOG or their tow company policies and procedures, the operator must immediately notify CHP Dispatch and receive a log number for the incident. Operators uncertain of what may qualify as “unusual” should check with their company manager. When in doubt, to protect the tow company and program from potential liability, the incident should be reported.

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CHAPTER 7

SAFETY

1. FOCUS ON SAFETY

THE MOST IMPORTANT ISSUE RELATING TO ALL ASPECTS OF THE FSP SERVICE IS SAFETY. Whether driving on the beat or stopping to assist a disabled vehicle, the Operator should always be thinking about safety.

2. SAFETY OF THE MOTORIST

Once an Operator comes into contact with a motorist, the Operator is responsible for that motorist's safety and wellbeing as long as the Operator is there, until the motorist is safely underway, or until the motorist is taken off the freeway to a designated drop point. Accordingly, an Operator needs to take charge of the situation and impart all appropriate safety instructions to the motorist.

3. COMMON SAFETY RULES

(Safety Rules that Should Be Followed at all Times)

Above all else, the primary objective of FSP Management is to ensure the safety of all Operators and the motorists they are assisting. Although expediting the movement of traffic is the ultimate goal of the FSP program, **nothing** is worth the injury or death of an Operator or motorist. To ensure the safety of all concerned, the following activities are prohibited. Violating any of the following may result in a verbal/written warning, dock, suspension, or disqualification:

1. Any violation of law.
2. Failure to utilize seat belts (Operator or passenger).
3. Utilizing mobile data devices or other devices while driving.
4. Failure to properly use drag lights, two wheel lift safety straps, two safety chains and, if utilizing a tow dolly, two 2" Ratchet safety straps. ^{xliv}
5. Failure to wear gloves while providing service not requiring precise manual dexterity (such as lockouts, using the radio, or writing).
6. Walking, standing, or working between the vehicles at any time (Operator or motorist).

7. Walking, standing, or working in a traffic lane, when the lane is not closed (Operator or passenger).
8. Turning back to traffic, unless looking over shoulder.
9. Allowing motorist to roam around an unsafe area.
10. Failure to park in front of the disabled vehicle on the right shoulder. This includes a vehicle in the traffic lane, collision, etc. The exception will be if it is physically impossible to do so. For vehicles that are disabled in lanes, refer to Section 6-2,
11. Any other unsafe practice that can jeopardize the safety of the Operator or the motorist being assisted.

The Operator is expected to comply with all requests and directions that are given during and following cursory inspections. In the event that the Officer places the Operator out of service for a safety or any other violation, the Operator is expected to comply without argument.

4. SAFETY POINTS

It has been proven over and over again that **complacency is a killer** when working on the freeways. For this reason, each Operator is strongly encouraged not to become overconfident or comfortable during his daily routine. An Operator should take the extra steps to be safe and remember the following:

1. Whether driving or standing on the freeway, always have an escape route.
2. Request assistance whenever necessary (utilizing FSP Dispatch).
3. Take time to do the job safely and effectively. No shortcuts!

5. TRAFFIC CONTROL

1. An Operator is required to remain calm at all times. This is especially important at a collision scene where people could understandably be upset and/or excited. By remaining calm, an Operator can help those who are distressed. In addition to remaining calm, an Operator should also be courteous and polite.
2. While directing traffic, an Operator will be advising the motoring public of what to do. This requires a great deal of common sense on the part of the Operator. When dealing face to face with the public, an Operator should attempt to convince them that the direction given is the safest and easiest

way to accomplish the goal. Most people will comply with reasonable requests. Technically speaking, an Operator does not have the legal authority to direct traffic unless directed to do so by a peace officer. Thus, an Operator shall avoid any verbal confrontations that could arise if motorist(s) refuses to follow his direction. Additionally, a motorist may not hear an Operator's instructions due to noise, traffic, radios, sirens, or a language barrier.

REMEMBER: Resume FSP patrol as soon as a CHP Officer arrives on scene unless the Officer requests further assistance.

3. When directing traffic, an Operator should use uniform signals that a motorist can understand. By doing so, it not only creates credibility and respect, but the public understands what is expected of them. Ultimately, it makes the job of directing traffic much easier.
4. There are three goals that effective traffic control accomplishes:
 - a. Provides safety to both the Operator and the motoring public.
 - b. Prevents secondary collisions by reducing the number of conflicts.
 - c. Helps reduce and control traffic congestion.
5. An Operator should always expect the unexpected. A flare or cone pattern does not guarantee one's safety. An Operator should also watch for intoxicated and inattentive drivers. To better ensure individual safety, an Operator should become familiar with surroundings and have an escape route if needed. The majority of collisions involving Operators have to do with the tow trucks being rear-ended by other motorists. Therefore, a good safety rule is: **NEVER TURN YOUR BACK TO TRAFFIC!** Statistical data supports the above advice as 85% of disabling injuries that CHP Officers receive happen during the performance of traffic control duties.
6. Stopping Traffic
 - a. Attempt to stop traffic only at very low speeds such as stop and go traffic.
 - b. Stand sideways and point at the driver of the car you wish to stop.
 - c. Establish eye contact with the driver as you point your hand towards them.
 - d. After pointing, turn your hand so the palm is toward the driver with the fingers up.

- e. Hold the position until the driver stops.
- f. Ensure the driver has enough response time to stop.
- g. If the car is too close, let it go.
- h. If the car does not appear to be stopping, GET OUT OF THE WAY.

7. Starting Traffic

- a. To start traffic, place yourself so that your side is towards traffic. This helps you see from all directions and leaves less of your body exposed to traffic.
- b. Point towards the vehicle you want to start.
- c. Establish eye contact with the driver of the vehicle you wish to start.
- d. With your palm up, swing your hand up towards your chin.
- e. With your other hand, point towards the direction you want the driver to go.
- f. Directing traffic can be difficult. Therefore, it is important for the Operator to maintain a high degree of professionalism and restraint at all times.

8. Setting Up a Flare Pattern

- a. Assess the scene and determine which lane(s) is to be closed.
- b. Start away from the collision scene and work your way in toward the collision scene.
- c. Determine if there is a fire danger before lighting flares.
- d. Operator shall wear gloves when lighting flares.
- e. When lighting a flare, point it down and away from your body.
- f. Turn your face and eyes away.
- g. Keep flares away from your body by extending your arm.

- h. Never hold the burning end of a flare higher than the part you hold in your hand (the melting sulfur will burn your hand/arm).
 - i. Attach cap to NON-LIT end of flare to keep it from rolling. Place lighted flare down while keeping your eyes on traffic.
 - j. No smoking at any time when using flares.
 - k. Avoid breathing toxic fumes from burning flares.
 - l. While walking back to the collision scene do not turn your back on traffic.
 - m. Do not rely on flares to keep traffic from entering the scene.
 - n. Do not step on burning flares.
 - o. Do not place flares on plastic striping or raised markers (Botts' Dots).
 - p. Place flares approximately 20 to 25 feet (about 10 steps) apart.
 - q. Flare patterns should be set to direct traffic to one side only. If at all possible, leave an escape route.
 - r. To extinguish the flare, pick it up from the unlit end and rub the burning end on the pavement. Do not throw flares or leave them burning unattended.
9. The use of traffic cones can also be an effective way to regulate traffic. There are a few instances where the application of traffic cones would be required. Common sense on the part of the Operator still must be applied. Situations requiring the use of traffic cones instead of flares are generally when the presence of a flame would deteriorate the situation.

The following are examples of when cones are better than flares:

- a. Gasoline/diesel is present at the scene of the collision (remember: gas and diesel do not mix well with water; consequently, a hazard still exists during rain or fire department wash downs).
- b. Presence of another flammable substance.
- c. Presence of an explosive.
- d. Fire area; nearby dry brush could easily catch fire from a road flare.

- e. Rainy or windy weather conditions.

The following steps should be utilized when setting up traffic cones:

- a. The placement of traffic cones is essentially the same as road flares.
- b. Assess the scene and determine which lane(s) should be closed.
- c. Start away from the collision scene and work your way in toward the collision scene.
- d. Place cone down while keeping your eyes on traffic (use reflectorized sleeves on cones when deployed during the hours of darkness).
- e. While walking back to the scene, never take your eyes off of traffic.
- f. Place cones approximately 20 to 25 feet (about 10 steps) apart.
- g. Cones should be set to direct traffic to one side only.

6. SAFE VEHICLE OPERATION

1. **Patrolling from the Right Lanes**
Since most of the vehicles to be serviced will be situated on the right shoulder, an Operator should patrol from the right hand lanes. The exception to this rule is when Dispatch sends an Operator to a call of a disabled vehicle located in the center divider, or in one of the other traffic lanes.
2. **Space Cushion, Following Too Close**
While driving, an Operator should allow for a proper space cushion between his truck and the vehicle ahead. As a rule, an Operator should maintain approximately one truck length for every 10-MPH increment of the vehicle speed. For instance, if traveling at 50 MPH, there should be at least five truck lengths between the truck and the car ahead of it. When towing another vehicle, an Operator should allow for a larger space cushion.

3. Blind Spots

An Operator should identify his vehicle's blind spots and should always use mirrors, as well as look over shoulders before changing lanes. When stopping and entering traffic, an Operator should also be aware of his surroundings.

4. Use of Emergency Lights

The use of emergency lights to aid while entering traffic, stopping, or to otherwise slow or impede the flow of traffic^{xlvi} is strictly prohibited. In addition, using another Operator to slow traffic down in order to enter traffic is prohibited.

5. Inclement Weather

An Operator should be aware of weather and its effect on the operations of the FSP vehicle. When it is raining or when the roadway is wet or icy, a vehicle's stopping distance increases substantially, so an extra margin of safety is required.

7. SAFE BACKING OF VEHICLE

To ensure safe backing with a vehicle in tow, an Operator shall always use both mirrors as well as look behind to see that no potential hazards exist. This is especially important when children are playing nearby. If unsure about a hazard's existence, place your truck in park and *Get Out And Look* (GOAL).

8. EMERGENCY GUIDELINES/NATURAL DISASTER CONTINGENCIES

Orange County has often experienced natural disasters, earthquakes, fires, floods, mudslides, and civil unrest. In order to provide safety to both an Operator and the public, the following guidelines shall be observed when a disaster occurs:

- a. Each Operator should remain calm and not panic; fear is contagious.
- b. In an emergency, Dispatch will conduct a roll call. An Operator is to acknowledge with a Code-4 (OK) when his call sign is announced. Provide emergency information to Dispatch about the location and situation as appropriate. Unless information is life threatening, an Operator should not attempt to interrupt the dispatcher.
- c. An Operator shall use the shop radio if unable to make contact with CHP Dispatch and advise his company dispatcher of the situation. The company dispatcher will immediately telephone FSP Dispatch with an update.

- d. FSP Dispatchers will relay directions and information to all tow Operators in the case of an actual emergency. Unless notified, an Operator shall continue to patrol the beat and assist stranded motorist(s) unless it appears to be unsafe to do so.
- e. If a disaster occurs during non-FSP hours, Contractors are required to remove all FSP vehicles from a covered facility and relocate them to an open secure location to prevent damage.
- f. The Contractor(s) will be notified by FSP Management of possible redeployment and/or beat changes.

9. PERSONAL SAFETY

1. Avoiding Collisions

Avoiding traffic collisions is the responsibility of every member of the motoring public. Since the Operator logs several thousand miles per month assisting the public, it is imperative that an Operator employ defensive driving techniques to reduce the chance of collisions. First and foremost, an Operator should maintain a **High Visual Horizon** while patrolling his beat. This technique requires each Operator to keep his eyes up and look as far down the roadway as possible while driving. This enables the Operator to see problems on the roadway as far in advance as possible, allowing time for the Operator to safely react.

To avoid a traffic collision, an Operator must be **Alert and Rested** while driving his vehicle. Insufficient sleep reduces a driver's reaction time. The driver's reflexes become slowed and decision-making ability is impaired. A driver in this condition should not be operating a vehicle. This driver is a danger to himself and every person near him on the roadway.

2. Aggressive Motorist

The vast majority of motorists encountered by an Operator express gratitude for the assistance provided. However, some individuals are ungrateful and/or expect more than the Operator is able to provide. Sometimes these individuals threaten the safety of an Operator when the Operator cannot comply with the motorist's demands.

If an Operator encounters a motorist **outside** his truck who makes threats against the Operator's safety, the Operator should do the following:

- a. Do not engage the motorist in a verbal or physical confrontation. Tell the person, "OK, let me see what I can do," or "I'll see if I can get permission." Be polite and return to your truck.

- b. Once back in the truck, lock the doors and immediately drive away from the scene.
 - c. Contact Dispatch immediately to report the incident. Give the dispatcher the location and a detailed description of the individual, if possible, including vehicle description. The dispatcher will notify the CHP, who will respond to the scene.
 - d. If the motorist and/or vehicle are a hazard (11-25) move your truck away from the scene. Stay in your truck and provide traffic control by the use of the emergency lights. Notify dispatch of the situation to expedite CHP response.
3. Aggressive Passenger
- In the event that the party making the threat is a passenger in the Operator's tow truck and the Operator fears for his safety, the Operator should do the following:
- a. Calm the individual by assuring them you are there to help.
 - b. If you can use your FSP radio to confirm your location without alerting the individual, do so.
 - c. Follow the individual's instructions while mentally gathering as much identifying information as possible.
 - d. While stopped and safe for the Operator to do so, place the vehicle in park and exit the truck taking the vehicles keys with you.

The CHP and FSP David units will be en route to your location to assist you. The main objective at this time is to get this individual out of your truck.

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CHAPTER 8

TOW GUIDELINES AND POLICIES

1. HOOKING UP THE VEHICLE

1. Safety Chains - Use and Placement

An Operator shall use two (2) safety chains regardless of the distance traveled. The only temporary exception to the two-safety chain rule is when an Operator is towing a vehicle from an extremely hazardous location such as a traffic lane. In this situation, the Operator shall attach one safety chain and then tow the vehicle to the nearest right shoulder or out of lane location where the second safety chain shall be attached. The hook mount points should be as low as possible. An Operator shall use the anchor rings in the body of the tow truck. Hooks on the chains should always be facing down to ensure proper chain installation. An Operator should avoid using “J hooks” when “S hooks” or grab hooks can be used. All safety chains and winch hooks shall have retaining clips.

2. Drag Lights

An Operator shall use drag lights regardless of the distance traveled. The only temporary exception to using drag lights is when an Operator is towing a vehicle from an extremely hazardous location such as a traffic lane. In this situation, the Operator shall tow the vehicle to the nearest right shoulder or out of lane location where the drag lights shall be placed on the towed vehicle.

3. Placing the Vehicle in Neutral Prior to Towing

An Operator is to ensure that the towed vehicle's transmission is placed in neutral and that the parking brake is released prior to lifting the vehicle off the ground. Failing to do this (including front wheel drive vehicles) may place unnecessary stress on the transmission and may cause damage.

4. Wheel Lift Straps

An Operator shall use two (2) wheel lift straps regardless of the distance traveled. The only temporary exception to the two-wheel lift safety straps rule is when an Operator is towing a vehicle from an extremely hazardous location such as a traffic lane. In this situation, the Operator shall attach one safety strap and then tow the vehicle to the nearest right shoulder or out of lane location where the second safety strap shall be attached. Wheel lift straps are required at all times when using the wheel lift.

5. Maximum Weight FSP Trucks Shall Tow is 6,000 Pounds^{xlvi}

The weight specifications for the FSP require that vehicles weighing more than 6,000 pounds curb weight (not Gross Vehicle Weight) shall not be towed, even if the truck is capable of towing a higher weight class. If a CHP Officer orders an Operator to tow a vehicle that has a curb weight of more than 6,000 pounds, the Operator shall tell the Officer that it is outside of FSP Policy to do so. If the Officer persists, the Operator shall immediately notify Dispatch and receive direction from FSP Management. The Operator shall obtain the Officer's agency and identification number and place it on the Operator's Daily Activity Log.

The curb weight of a vehicle is the weight of the vehicle with all of the standard equipment and amenities, but without any passengers, cargo or any other separately loaded items in it. The gross vehicle weight of a vehicle is the combined weight of the vehicle and all passengers and cargo pieces in gross (total). Operators should follow their company policy or consult their company owner, manager, or lead driver if they have any questions in this area.

6. Tow Dolly

A tow dolly is a four wheel carriage often used in towing to support the trailing end of a vehicle. A tow dolly is used when the towed vehicle's wheels will not roll freely. It is also used to keep the drive wheels of a towed vehicle from turning, thereby avoiding damage to the transmission. An Operator shall use tow dollies when the situation warrants its use. Operators are to tie down the wheels of the towed vehicle to the dollies using two 2" ratchet safety straps.^{xlvi} The Operator is to drive at a very slow rate of speed (40-45 MPH) when using dollies. Additionally, when preparing to tow a vehicle, a traffic break shall not be requested or used to turn a tow truck around simply to avoid using the tow dollies.

Many late model vehicle manufacturers recommend having their vehicles towed with a flatbed. This does not preclude an Operator from towing the vehicle. If the motorist refuses to have their vehicle dollied after the procedure has been explained, the Operator is to call Dispatch to request a beat rotation flatbed tow truck or another private service.

2. TRAVELING WITH VEHICLE IN TOW

1. Avoid Excessive Speed and Over-Braking

An Operator shall be aware of speed and braking capabilities before and after hook-ups and avoid unnecessary hard braking and steering while towing. Items that are susceptible to damage by hard braking and steering include the disabled vehicle's sway bar, C.V. joints, and tie rods. While in tow with a

vehicle, Operators are restricted to 55 MPH in compliance with the California Vehicle Code.

2. Avoid Dragging of Safety Chains

An Operator shall avoid the dragging or binding of safety chains. The use of a bungee cord will help in achieving the proper slack. Dragging the chain diminishes its strength and reliability. If a chain has been dragged and has the appearance of excessive wear, the CHP may put the truck out of service until the chain can be replaced.

3. Passengers Prohibited in the Towed Vehicle

Operators are prohibited from towing a vehicle that has passengers inside. If there are too many passengers in the disabled vehicle for the Operator to transport, the Operator should contact CHP Dispatch for FSP/CHP assistance. If FSP has an extended ETA, a request for a CHP unit should be made via Dispatch to provide assistance in the transport of passengers. The only exception to this rule is a lane clearing measure where the motorist's safety outweighs waiting for assistance and the vehicle is moved to the closest out of lane position.

4. Flashing Amber Lights

Flashing Amber lights may be used when servicing a vehicle in a hazardous location, or when the truck is blocking traffic lane(s). Additionally, the rear 180-degree lights may be utilized when in tow as long as the truck and towed vehicle are going at a speed less than traffic.

3. DROP LOCATIONS

1. Description of Drop Locations

A drop location is a specific on-street public parking area that has been designated by Caltrans and the CHP as an appropriate place to leave a disabled vehicle that has been removed from the freeway. A drop location is usually adjacent to the freeway and no farther than one and one-half miles from the beat. A drop location should be in close proximity to services that are beneficial to the motoring public, i.e., telephone, service station, restaurant, 24-hour business, etc.

2. Where/When Not to Drop Vehicles

An Operator is required to drop a towed vehicle off the freeway at a designated drop point only. A drop location is usually adjacent to every off-ramp of the freeway that the beat covers. An Operator is strictly prohibited from dropping any vehicle inside a service station or inside any private parking facility. There are, however, three exceptions to dropping a vehicle at a non-designated drop location:

- a. When given permission by Dispatch.

- b. When given permission by FSP Management.
 - c. When ordered by a CHP Officer to take the vehicle to another location other than a FSP drop point. If directed by the Officer, the Operator is required to obtain the CHP Officer's identification number and document it on the Operator's Daily Activity Log. The Operator shall immediately advise Dispatch of the circumstances.
3. Looking Up Drop Locations
An Operator shall not ask Dispatch to look up a drop location. Instead, the Operator shall use the Drop Location Book, which should always remain in the FSP vehicle, and advise Dispatch of the exact drop location to be used. Problems or suggestions regarding specific drop locations should be directed to the Contractor, who will forward them to FSP Management.
4. At the Drop Locations
Once at the drop location, the Operator shall suggest additional assistance (such as requesting a rotation tow, AAA, etc.) to the motorist. All calls for additional assistance shall be made either through Dispatch, or by the motorist via telephone. Dispatch shall be advised when the Operator is clear (10-98) and available for additional calls. An Operator requiring more than 15 minutes at a drop location shall obtain approval from Dispatch.

It is possible that the Operator may encounter changing conditions at a drop location which may make it unsuitable to leave a motorist, as well as other situations which may compromise the safety of the motorist. **It is the Operator's responsibility to ensure the motorist's safety at a drop location.** If the motorist expresses he/she is fearful of the area where they are dropped or if in the Operator's opinion, the present conditions are less than safe, or a drop location is absent of a telephone and/or shelter, it may be a good idea to transport the motorist, without the vehicle, to a "safer location." An Operator transporting motorists to a secondary drop location, or waiting with motorists until assistance arrives, shall immediately notify Dispatch. Above all else, an Operator shall use common sense to ensure the safety of any motorist being assisted.
5. Ensuring Motorist Has Help En route
It is the Operator's responsibility to ensure a motorist has help en route or has access to other services. If the motorist has a private tow company, friend, or family member en route, the Operator should confirm that they have been advised of the drop location. In short, the Operator should confirm that the motorist is being assisted before returning to the beat.
6. Drop Locations Do's and Don'ts
 - a. When leaving a motorist at a drop point, an Operator shall advise the motorist of any parking restrictions that may exist at that location.

- b. The Operator shall affix, in a conspicuous place, a completed FSP parking tag on the vehicle prior to leaving the drop location.
- c. An Operator shall use discretion when dropping a motorist in an area that, due to the time of day, may not be safe. When there is a question as to the motorist's safety, the Operator shall make arrangements to transport motorists to a place of adequate shelter and safety. Dispatch shall be advised of the situation.
- d. An Operator shall not tow a vehicle that has been involved in a collision or fire to drop locations; this is the responsibility of the rotation tow. An Operator shall advise the motorist that the drop location is for temporary use only and that the motorist must remove the vehicle as soon as possible, as it is subject to all applicable rules and regulations associated with the parking location.
- e. If an Operator drops a motorist's vehicle in a location where parking is restricted at the time of the drop, the Contractor will be held responsible for the error and any ensuing charges incurred by the motorist.
- f. An Operator shall have a thorough working knowledge of the drop locations for his specific beat. Since parking restrictions or safety margins can change, an Operator shall notify FSP Management via the Contractor's authorized agent/manager of any requested changes to the drop location(s). FSP Management shall determine the corrective action necessary to facilitate improvements or changes.
- g. An Operator **shall not** drop vehicles on private property. Drop locations are public on-street parking and park and rides, not private parking lots.
- h. An Operator should attempt to use as many different parking locations at a drop location as possible. Do not use the same spot each time if there is more than one parking location identified. Do not take up more than one parking space per vehicle.
- i. Designated drop locations are not always "safe" drop locations. Be aware of the motorist's safety as well as your own.
- j. When there is a question of the motorist's safety, advise the motorist that you can stay until assistance arrives. When requested to stay with a motorist, an Operator shall advise Dispatch and request a CHP Unit be dispatched to standby. An Operator anticipating standing by longer than 15 minutes shall obtain approval from FSP Management (CHP David Unit). The David Unit's number shall be placed on the Operator's Daily Incident Log.
- k. An Operator is only allowed to take the motorist to the nearest available drop location. The motorist shall not be transported from one end of the beat to the other for the motorist's convenience.

- I. The motorist being assisted must accompany the Operator to the drop location. This would include FSP or CHP providing the transportation to the same location.

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CHAPTER 9

RADIO COMMUNICATIONS

1. RADIO AND COMMUNICATIONS EQUIPMENT

Each Orange County FSP vehicle will be equipped with a FSP radio that will allow the operator to communicate with the CHP Communication Center, a Helios Edge Controller GPS (Helios) and Wi-Fi hot spot device, a radio antenna, and GPS antenna. This communications equipment will be supplied, installed, and maintained by OCTA, to assure continued operation. Each Contractor will be responsible for providing electrical connection points for OCTA provided equipment (radio and controller). The Contractor will be responsible for assuring that the equipment is contained in a secure environment and protected from theft or damage. The Contractor will be responsible for any replacement or repair cost for OCTA provided equipment that is not considered normal wear and tear.

Contractors are required to provide one iPad2, Galaxy Tab, or compatible Tablet computer (data device) with Wi-Fi internet capability and a modern web browser for each vehicle and backup vehicle. Contractors are also required to provide, install, and maintain contractor-selected in-vehicle mounting hardware for each data device. The Contractor is to maintain and manage contractor-provided data devices in a manner that assures the timely and accurate collection of assist data.

In the event the FSP radio, Helios device, or antennas require repair, the following procedure will be followed:

1. The Contractor or Operator will immediately contact Dispatch to advise of the problem. The Contractor or Operator should be prepared to relay the issue/complaint and truck number of the vehicle in question to Dispatch who will notify FSP Management.

It is prohibited for any Operator or Contractor to tamper with the FSP communication equipment so that it does not function properly.

2. GENERAL RADIO GUIDELINES

An Operator should know his location at all times. This is not only important in an emergency situation, but is also important when requesting other services such as a rotation tow truck, fire department, ambulance, or the CHP. If unsure about precise location, an Operator should use a prominent landmark to assist Dispatch in determining the correct location.

In Orange County, there are many different freeways, interchanges, transition roads, collector roads, connector roads, etc. Therefore, it is very important that an Operator be specific about the location(s) he broadcasts on the radio. For instance, if an Operator is on the collector road of the freeway as opposed to the main portion, then that Operator should broadcast, "FSP, 139-506, I'm northbound I-5 at Bake Parkway on the collector road." If on the main portion of the freeway, the Operator should give the lane number and specify "mainline." It is also helpful to give access directions to responding emergency vehicles whenever appropriate. The more pertinent information the responding agencies have, the sooner the entire incident will be mitigated.

1. Calling Dispatch

Always remember that there are many Operators who will likely be using the radio at the same time. While it will be necessary to advise Dispatch of various details regarding incidents that occur, all radio transmissions should be clear and concise. The following is the correct procedure to notify and receive acknowledgment from Dispatch.

- a. It is necessary to identify the party with whom contact is desired by call-sign. For FSP Dispatch, it will be "FSP."
- b. The person calling must be identified by giving his call-sign. Call signs are distinguished by the FSP Identifier 139 and the assigned beat the Operator is working. For example, "139-505."
- c. An Operator must advise Dispatch of the type of incident encountered, especially any incident requiring additional emergency support response. Example: "**FSP, 139-407...11-79.**" After pre-alerting Dispatch, an Operator is to wait for acknowledgment from Dispatch. Dispatch will acknowledge the Operator (by call-sign) and advise to proceed with further details. An example of further details could be, "**FSP 139-407, 11-79, northbound I-405 south of Magnolia Street, #1 and #2 lanes are blocked, roll CHP and 11-41.**" **IT IS IMPERATIVE THAT THE OPERATOR FIRST PROVIDE THE LOCATION OF THE INCIDENT.** Without a location, emergency response will be delayed.
- d. Following this message, an Operator is to wait for acknowledgment from Dispatch that the details of the incident have been copied. For example, "**139-407 FSP copies.**" It is important that an Operator receive an acknowledgment from Dispatch as there are many trucks on the frequency and Dispatch may not have copied the Operator's traffic. Dispatch will advise the Operator over the air after the proper notifications have been made ("**139-407...1039 to CHP and OC Fire**").

An Operator shall use the Tablet instead of the radio during the course of routine FSP duties (for example; signing on, signing off, going 10-97, 10-98 with a vehicle, 10-7, etc.). The use of the Tablet conserves airtime and allows an Operator with necessary traffic to get through to Dispatch.

2. Reporting Emergencies

When reporting emergencies and other priority traffic, an Operator should “pre-alert” Dispatch with an indication of the type of emergency present and wait for Dispatch to acknowledge the call.

A true emergency occurs when an Operator or the public is in immediate danger or has been hurt. These types of calls should be broadcast as “**priority traffic**.” After acknowledging the Operator, Dispatch will put all other Operators on standby (10-23). As a reminder, “priority traffic” should only be used in **emergency** situations.

3. **MONITORING RADIO/SCANNER TRAFFIC**

While patrolling an assigned beat, an Operator shall monitor both the FSP radio and the scanner. An Operator is required to keep the radio scanner tuned to the appropriate CHP frequency corresponding to his assigned FSP beat. This will allow each Operator to be better informed of current freeway incidents, and enhance response times to incidents as needed. The frequencies scanned should include both the “S” (Station to Car) and “C” (Car to Station) channels. No other frequencies, other than the appropriate CHP frequencies, shall be monitored. The following examples reflect the advantages to monitoring the scanner:

1. An Officer’s request for an FSP truck will be heard by an Operator before the request is conveyed by Dispatch. During busy radio conditions, requests for FSP response can be delayed. Monitoring the scanner will allow an Operator to start responding to an incident before the call is actually dispatched.
2. Traffic collision information will be reported and updated by CHP Officers/Dispatchers. This will assist the Operator in restoring the efficient flow of traffic much sooner.
3. A CHP Officer’s/Dispatcher’s report of crimes in progress, a pursuit, or other traffic hazards present will help to ensure an Operator’s safety and alert him of areas to be avoided.

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Transportation of Females

4. PROPER RADIO PROTOCOL FOR TRANSPORTATION OF FEMALES AND LONE JUVENILES

When an Operator tows a vehicle with a female or lone juvenile motorist(s), the following procedure (consistent with the policies of the California Highway Patrol) shall be followed:

1. An Operator shall **immediately** advise Dispatch of the transportation of one or more females or a lone juvenile. The appropriate radio code when providing transportation for any female and/or juvenile motorist is "11-48X." After acknowledgment by Dispatch of the "11-48X" call, the Operator shall provide relevant information in the following order:
 - a. Operator's starting location
 - b. Operator's vehicle number
 - c. The motorist's last name. (If more than one female is being transported, the last names of each female shall be provided.)
 - d. Starting odometer
 - e. Drop location where the motorist(s) is being transported

Example, **"FSP, 139-911, my starting location is eastbound SR-91 at Knott Ave. Truck number is OC-31, party's last name is Smith (sometimes the name must be spelled if not common spelling). Starting mileage, (as it reads on the odometer), and drop location will be 7-J-3."**

2. When transporting female or juvenile motorists, it is the policy of the CHP to document the beginning and ending mileage in the CHP log. All 11-48X information, including odometer readings, shall be given over the air to Dispatch at the starting and ending locations.
3. **Radio Dead Spots While Providing 11-48X**
Operators in locations where dispatch cannot be contacted, (known as radio "dead spots") shall record mileage when beginning and ending transportation of females via the Tablet. The remainder of the relevant information, Operator's starting location, Operator's vehicle number, the motorist's last name, and the drop location shall be provided to Dispatch via the radio as soon as reception allows.

5. RADIO DO'S AND DON'TS

1. Required Communications Equipment

The Program has adopted the CHP aural brevity code and the phonetic alphabet systems in order to simplify radio communications. These codes and radio guidelines shall be used when communicating with Dispatch.

2. Correct Procedure When Using the Radio

- a. Remain calm and try to think about what you are going to say before you say it. It may help in the beginning to write down what you want to say and read it to Dispatch.
- b. When talking on the radio, remember to hold the microphone approximately two to three inches away from your mouth and speak slowly, clearly, and briefly.
- c. As airtime is limited and several FSP Operators are sharing the same radio frequency, please be concise with your radio traffic, providing only pertinent information.
- d. Transmit only the information requested by Dispatch.
- e. Always use proper radio codes as they maintain brevity. Whenever in doubt, use plain English.
- f. Always know your location. When acknowledging a call from Dispatch, Operators shall give their current location (10-20).
- g. When outside the FSP vehicle, Operators shall turn on the outside radio speaker to better communicate with Dispatch. Common sense and good judgment shall be used when selecting the proper volume level for the surrounding area.
- h. The CHP's 10 and 11 radio codes as well as the phonetic alphabet shall be used at all times on the FSP radio.

3. The Term "Backup"

The term "backup" should be avoided on the FSP radio, as this usually refers to an Officer in need of immediate assistance. An Operator needing an additional truck at an incident can contact Dispatch to have another Operator "11-98" with them.

4. **Requesting Telephone Calls Through Dispatch**
An Operator should direct a motorist to use a freeway call box or a public telephone at a drop location when a telephone call is requested. Requesting telephone calls over the radio is prohibited.
5. **Personal Conversations with Dispatch or Unprofessional Radio Traffic**
An Operator shall not have a personal conversation with Dispatch or other Operator using the FSP radio. Pleasant and friendly comments such as "Good morning," "Nice to hear you," "Have a nice night," only take up radio time and are a violation of FCC regulations. These conversations also prevent other Operators from legitimately communicating with Dispatch.
6. **"Walking on" Other Operators/Dispatch**
An Operator should adjust the volume on his shop radio before talking with Dispatch. Of all radios within the truck, the FSP radio should be the most audible. Prior to using the FSP radio, an Operator shall listen to hear if Dispatch is engaged in conversation with another Operator. Purposely interfering during voice transmissions presents a safety concern. Microphone keying or other abuse of voice transmission is not allowed and will not be tolerated. **Violation of this policy is grounds for immediate disqualification.**
7. **Maintaining Professionalism on the Radio**
The FSP radio frequencies are monitored by the Federal Communications Commission, other agencies, and the media. Therefore, all radio communications must be done in a professional manner. It is a direct violation of FSP Policy to use inappropriate, foul, or confrontational language with anyone while using the FSP radio.
8. **Providing False Information to Dispatch / FSP Management**
An Operator shall not provide false information to Dispatch or any member of FSP Management. This includes, but is not limited to, the creation of a false dispatch log via data or voice transmission, a false or misleading answer or information to a direct question, or falsifying any type of documentation.

6. RADIO CODES

1. Aural Brevity Codes

10-1	Poor Reception	11-10	Take A Report
10-2	Good Reception	11-24	Abandoned Vehicle
10-4	Message Received	11-25	Traffic Hazard
10-5	Relay Message	11-26	Disabled Vehicle
10-6	Busy, Stand By	11-41	Ambulance Required
10-7	Out Of Service	11-42	Fire Dept. Required
10-8	In Service	11-44	Fatality (Dead Animal for FSP)
10-9	Repeat Transmission	11-48	Provide Transportation
10-10	Off Duty	11-48X	Transport Female
10-19	Return To	11-79	T/C - Ambulance En-route
10-20	Location	11-82	Collision - Property Damage
10-21	Telephone	11-83	Collision - No Details
10-22	Disregard	11-84	Direct Traffic
10-23	Stand By	11-85	Tow Truck
10-97	Arrived at Scene	11-98	Meet or Meet With
10-98	Assignment Complete		

20001	Hit and Run with Injuries	20002	Hit and Run
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2. Phonetic Alphabet

A	ADAM	H	HENRY	O	OCEAN	V	VICTOR
B	BOY	I	IDA	P	PAUL	W	WILLIAM
C	CHARLES	J	JOHN	Q	QUEEN	X	XRAY
D	DAVID	K	KING	R	ROBERT	Y	YELLOW
E	EDWARD	L	LINCOLN	S	SAM	Z	ZEBRA
F	FRANK	M	MARY	T	TOM		
G	GEORGE	N	NORA	U	UNION		

3. Common Radio Abbreviations

BO	BAD ORDER NOT WORKING
ETA	ESTIMATED TIME OF ARRIVAL
DOT	DEPARTMENT OF TRANSPORTATION
GOA	GONE ON ARRIVAL
PD	POLICE DEPARTMENT
SO	SHERIFF'S OFFICE
TC	TRAFFIC COLLISION
UTL	UNABLE TO LOCATE

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CHAPTER 10

MOBILE DATA DEVICE

1. MOBILE DATA DEVICE (TABLET) SAFETY

Contractor will be required to provide one iPad Tablet (data device) with Wi-Fi internet capability and an updated Safari web browser for each service vehicle and backup vehicle. Other Tablet computers or data devices may be utilized with prior approval from the OCTA Project Manager.

Contractor will be required to provide, install, and maintain contractor selected in-vehicle mounting hardware for each data device. Contractor is to maintain and manage contractor provided data devices in a manner that assures the timely and accurate collection of assist data.

Each contractor employee (Operator) will be required to enter assist data into the reporting system, using the contractor provided data device, as it is performed. For data consistency, and to assure the collection of service data, Operators may be required to maintain a manual log of all assists performed during the course of their shift in addition to entering the data into the system, or if for some reason assist data may not be entered into the system.

2. TABLET USE

1. Tablet Use Is Required

A Tablet must be used at all times by an Operator during FSP service. Failure to properly use the Tablet is a violation of policy.

Operators are required to “log on” to the Tablet prior to leaving the Company yard and perform all status updates as outlined in data collection guidelines outlined in Attachment N. Operators logging on while en route to the beat will be in violation of policy (must log on before leaving the yard to verify functionality).

Operators shall only enter data into their mobile data device while stopped in a safe location, and must never utilize their data device while driving.

2. Tablet Communication Failure

An Operator encountering a problem with the Tablet is to contact Dispatch immediately and advise of the equipment failure. The Operator must also contact their designated company representative (Lead Operator/Operations Manager) to arrange for replacement or repair. When Tablet failure occurs, an Operator will communicate with Dispatch using the FSP voice radio and maintain a manual log of assists performed. All

motorist assist information shall be recorded on the Operator's Daily Activity Log.

3. Tablet Tampering

For safety reasons, an Operator is not allowed to disconnect or tamper with the communications equipment. An Operator is required to inform Dispatch of any Tablet malfunctions. Any Operator found tampering with FSP provided equipment may be disqualified from the program.

4. Any use of the Tablet for other than the intended FSP purpose is prohibited. An Operator found in violation of this policy may be disqualified from the program.

Refer to Attachment N for LATATrax Tracking and Reporting Application User Guide.

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CHAPTER 11

OPERATOR'S DAILY ACTIVITY LOG

1. DAILY ACTIVITY LOG COMPLETION WHEN TABLET IS NOT FUNCTIONING

A "Daily Activity Log" (Attachment H) shall be completed by the Operator for every incident during the hours of FSP operation when the Tablet is not functioning. When an Operator is dispatched to an incident, assistance may not be possible because the vehicle departed prior to the Operator's arrival; the vehicle is abandoned; or the Operator is unable to locate (UTL) an incident. In any case, the Operator shall complete an entry on the Daily Activity Log.

The Contractor is required to enter manually collected assist data into the LATATrax tracking system within 48 hours.

2. COMPLETING THE OPERATOR'S DAILY ACTIVITY LOG

The Operator shall promptly fill out the Daily Activity Log after servicing a vehicle and prior to responding to another call. The Daily Activity Log shall be filled out in pen with all the required information neat and legible. Operators are to turn-in completed Daily Activity Logs to the Contractor at the end of each day.

3. FALSIFYING DAILY ACTIVITY LOGS

An Operator shall never falsify a Daily Activity Log. **Falsifying a Daily Activity Log may result in immediate disqualification.** It is **strongly urged** that the Contractor review the Operator's Daily Activity Log prior to sending it to OCTA in order to check for accuracy and to maintain Operator efficiency and professionalism in the field.

4. CALL BOX CHECKS

If Dispatch sends an Operator to a call box to perform a "call box check," the Operator will do the following:

- a. Respond to the applicable location.
- b. If there is a motorist in need of assistance, stop and render aid.
- c. Advise Dispatch of any known problems with the call box.

If there is no vehicle at the location, the Operator is to roll by the call box without stopping and advise Dispatch. An entry into the Daily Activity Log shall be completed for all call box checks.

5. DAILY ACTIVITY LOG GUIDELINES

- ☒ The Daily Activity Log can be filled out with a pen or a thin black felt pen (Sharpie).
- ☒ Write today's date, beat, truck number, and Operator ID in top section of the Daily Activity Log
- ☒ Enter Company name, Operator's name, and at the end of the day enter the assist count total.
- ☒ **DISPATCHED TIME:** Enter the time of day that you were dispatched to a call. All time is written as military time.
- ☒ **TIME ARRIVED (10-97):** Enter the time of day that you arrived at the incident. All time is written as military time.

EXAMPLE: 7:15 AM is 0715 and 4:49 PM is 1649.

- ☒ **WAIT TIME:** Ask the motorist how long the vehicle has been disabled at that location.
- ☒ **FREEWAY & DIRECTION:** Enter the freeway and general direction of travel. (Example: I-5 N)
- ☒ **LOCATION:** Enter the nearest exit or cross street. (Example: at Magnolia or south of Bake Parkway)
- ☒ **TRAFFIC SPEED:** Enter the estimated speed that the traffic is traveling as you pull up to the incident. Estimate only the direction that you are traveling not the other side of the freeway.
- ☒ **INCIDENT TYPE:** Enter the appropriate radio code definition. (Example: 11-26, 11-82)
- ☒ **VEHICLE POSITION:** Indicate the position of the vehicle in relation to the roadway. (Example: Right shoulder, center divider)
- ☒ **SERVICE TYPE:** Enter the appropriate service type. (Example: F [for flat tire])
- ☒ **MAKE:** Vehicle manufacturer.

- ☒ **VEHICLE TYPE:** Enter the vehicle type. (Example: Auto, SUV, P/U, Big Rig, CYC)
- ☒ **COLOR:** Enter the basic color of the vehicle.
- ☒ **LICENSE PLATE NUMBER:** Enter the license plate as it reads.
- ☒ **STATE:** Enter the state in which the license plate was issued.
- ☒ **TOW LOCATION:** Enter the final destination of the vehicle if it was towed. (Example: right shoulder, surface street, drop zone)
- ☒ **START ODOMETER:** If providing transportation for a juvenile or female, enter the odometer information as it reads.
- ☒ **ENDING ODOMETER:** If providing transportation for a juvenile or female, enter the odometer information as it reads.
- ☒ **DROP ZONE:** Enter the drop zone number as found in the drop zone book.
- ☒ **TIP:** If a tip was received, enter the amount of the tip or item received. Further information may be placed in the comments section.
- ☒ **LOG NUMBER:** Enter the log number received from dispatch for a tip, vehicle damage, collision, or unusual incident.
- ☒ **LAST NAME:** Enter the motorist's last name if providing transportation for a juvenile or female.
- ☒ **COMMENTS:** Enter any pertinent information for the incident.
- ☒ **IN TABLET:** Enter Yes or No as to whether the assist was entered into the Tablet.
- ☒ **TIME DEPARTED (10-98):** Enter the time of day that you completed the incident (this includes the completion of the Daily Activity Log).
- ☒ **OPERATORS SIGNATURE: (REQUIRED)** After completion of the Daily Activity Log at the end of the shift/day, sign the log verifying all information is true and correct to the best of your knowledge.

Refer to Attachment H for an example of the Daily Activity Log and further instructions.

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CHAPTER 12

SPECIAL RELATIONSHIPS

1. SPECIAL RELATIONSHIPS

- a. Once an Operator establishes any contact with a motorist, that Operator has established what the FSP Program refers to as a “special relationship.”
- b. An Operator is to exercise reasonable care of a motorist once a special relationship has been established. The Operator should not leave the motorist in an unsafe situation.
- c. An Operator shall not place a motorist or passenger in a position of foreseeable danger from either traffic or other potentially hazardous factors after contact has been made.
- d. It is the responsibility of the Operator not to leave the motorist in a worse situation than that which existed before contact was made. This includes not leaving a motorist stranded at a drop location where the safety of the motorist may be compromised. **IT IS THE OPERATOR’S RESPONSIBILITY TO ENSURE THAT HELP IS EN ROUTE OR THAT THE MOTORIST HAS ACCESS TO ADDITIONAL PUBLIC SERVICES.**
- e. While all drop locations have been checked by the CHP, an Operator should be aware of any changing conditions that may adversely affect the suitability of the site. If the Operator feels a drop location is unsafe, FSP Management should be notified immediately.
- f. Center dividers, gore points, and narrow shoulders are always considered dangerous locations. Once an Operator establishes contact with a motorist in any situation that may be dangerous, it is that Operator’s responsibility to stay with the motorist until relieved by the CHP, another tow company, or until the motorist is moved to a safer location.
- g. If a motorist refuses FSP service or if the Operator leaves the motorist, the Operator must inform Dispatch and advise the motorist of any potential hazards and provide freeway safety tips.

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CHAPTER 13

SEXUAL HARASSMENT POLICY

It is the policy of the FSP Program that the working environment be free of sexual harassment. OCTA, CHP, and Caltrans prohibit harassment by any FSP personnel. Immediate and appropriate disciplinary action will be taken against those individuals who violate this policy, up to and including dismissal from the FSP program.

Definition: Sexual harassment is defined as unsolicited and unwelcome sexual advances, requests for sexual favors, and other offensive verbal, physical, or visual conduct of a sexual nature.

The following sections contain common examples of sexual harassment:

1. Making unsolicited written, verbal, physical, and/or visual contact with sexual overtones.
 - Written examples: suggestive or obscene letters, notes, invitations, emails, and text messages
 - Verbal examples: derogatory comments, slurs, jokes, and epithets
 - Physical examples: assault, touching, impeding, or blocking movement
 - Visual examples: gestures, leering, or display of sexual suggestive objects, pictures, photographs, and cartoons
2. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction is not considered sexual harassment.)
3. Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response. For example, either implying or actually withholding support for an appointment, promotion or change of assignment; suggesting a poor performance report will be prepared, or suggesting probation will be failed.
4. Engaging in implicit or explicit coercive sexual behavior that is used to control, influence or affect the career, salary, and/or work environment of another person.^{xlix}
5. Offering favors or benefits,^l such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations, re-classifications, etc., in exchange for sexual favors.

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CHAPTER 14

DRUG AND ALCOHOL POLICY

1. OPERATOR'S RESPONSIBILITY

The FSP Program is dedicated to providing safe and efficient service to the public. Because of the nature of our work, this program has a zero tolerance policy for substance abuse. FSP Operators are prohibited from using, purchasing, selling, possessing, distributing, or being under the influence of a controlled substance or alcohol while on duty, or driving an FSP vehicle to and from FSP duty.

The use of alcohol and/or drugs while on FSP duty is absolutely forbidden. Any Operator found to be under the influence of drugs and/or alcohol will be immediately disqualified from the program and may face criminal prosecution.

1. Illegal Drugs

Operator found to be in possession of illegal drugs while on duty will be charged with all applicable violations of law and immediately disqualified from the program.

2. Prescription Drugs

An Operator is required to inform his employer immediately if taking prescription medication that may hinder his ability to safely operate a motor vehicle. In such a situation, the Operator **SHALL NOT** operate any FSP service vehicle until he is **FULLY CAPABLE** of doing so. Failure to notify the Contractor may result in **IMMEDIATE DISQUALIFICATION** from the program.

3. Alcohol

a. On Duty

An Operator shall not be on duty while having the odor of an alcoholic beverage on his breath or person. An Operator found to have the odor of an alcoholic beverage on his breath or person shall be immediately placed out of FSP service. Penalties for being on FSP duty while smelling of an alcoholic beverage will be handled on a case by case basis, depending on the facts of each incident. The penalty may include disqualification from the FSP program.

When an Operator is suspected by his employer or Supervisor, or determined by a uniformed representative^{li} of the CHP, to have the odor of an alcoholic beverage on his breath or person, the Operator will be immediately removed from FSP duty. The Operator will be

offered by CHP the opportunity to voluntarily submit to a breath test on a CHP PAS (Preliminary Alcohol Screening) device to measure alcohol level. However, if the Operator refuses to submit to a breath test, the Operator will be suspended until an investigation by CHP is completed.

The aforementioned paragraph only applies to situations where an Operator is NOT believed to be under the influence of alcohol. However, if an Operator is believed to BE UNDER THE INFLUENCE OF ALCOHOL, he will be arrested by the CHP and the arrest, blood alcohol testing, and booking shall be performed as required by law.

If an Operator smells of alcohol in the presence of his employer, the Contractor will be required to send the Operator to its clinic for a reasonable suspicion test. If the Operator refuses the reasonable suspicion test, it will be considered a positive test and the Operator will be disqualified from the FSP program.

b. Off Duty

An Operator, 21 years and older, arrested for being in violation of Section 23152 (A) CVC – Driving Under the Influence, while off duty from FSP, shall immediately report this arrest to his employer and CHP prior to his next work shift. Failure to do so will be considered a major violation, subject to disqualification from the program. Once an arrest of this nature is reported, the Operator will be placed on a 30-day probation concurrent with the DS 367 Temporary Driver License during which the Operator is encouraged to request a DMV hearing as outlined on the DS 367. Once the 30-day period has elapsed, the Operator will surrender his DL64 and FSP ID card. The Operator will be placed on suspension pending DMV and court action. A second offense of this section within 2 years will result in immediate suspension and/or disqualification from the FSP Program.

An Operator under 21 years of age who is detained and/or arrested for violation of section 23136 CVC – Minor Driving with BAC .01% or more, or section 23140, while off duty from FSP, shall immediately report this arrest to his Contractor and CHP Supervision prior to his next work shift. Failure to do so will be considered a major violation subject to disqualification from the program. Once an arrest of this nature is reported, the Operator will be placed on a 30-day probation concurrent with the DS 367 M Temporary Driver License during which the Operator is encouraged to request a DMV hearing as outlined on the DS 367M. Once the 30-day period has elapsed, the Operator will surrender his DL64 and FSP ID card. The Operator will be placed on suspension pending DMV and court action. A second

offense of this section within 2 years will result in immediate suspension and/or disqualification from the FSP Program.

4. Arrests

If any Operator is arrested, while off duty, for any alcohol and/or drug-related offense(s), or any section of 13377 of the Vehicle Code, he is required to notify his Contractor and FSP Management immediately. Failure to do so will result in suspension and/or disqualification from the FSP program.

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CHAPTER 15

PERFORMANCE MEASURES

1. PROGRAM AWARDS

1. Operator of the Quarter

To recognize superior performance, FSP Management convenes once a quarter to select FSP “Professional Tow Operators of the Quarter.” Selection will be determined by Contractor nominations followed by CHP group evaluation of the nominated Operators. In order to receive this prestigious award, an Operator must continuously conduct himself in a professional and exemplary manner. Selection factors include: 6 months of FSP service prior to nomination; field evaluations regarding the Operator’s appearance, performance, and professional conduct; and commendations received from FSP Survey forms, or other written commendations from the public.

2. Operator of the Year

Recognition of “Operator of the Year” will be made based on the criteria set forth for “Operator of the Quarter”, including field evaluations regarding the Operator’s appearance, performance, professional conduct, and commendations received from Motorist Comments. The recipient of this award will be selected from the year’s “Operator of the Quarter” winners. This annual award will recognize the Operator that has provided exceptional service to the motoring public and has been determined to be the finest Operator in the FSP program for the calendar year.

The recipient of this award will be given a personalized plaque highlighting this accomplishment and an FSP token of appreciation.

3. Contractor of the Year

To recognize superior performance, FSP Management convenes once a year to select an FSP “Contractor of the Year.” In order to receive this prestigious award, Contractors must continually conduct themselves in a professional and exemplary manner. Selection factors include: proactive approach to operator related issues; field evaluations regarding the Contractor’s equipment, performance, and professional conduct; and attendance at all FSP related functions.

The recipient of this award will be given a personalized plaque highlighting this accomplishment.

4. Operator Safety Recognition Award

Operators within the FSP Program will be recognized for various periods of personal safety and performance. Recognition will be in the form of an award emblem designed to indicate the years of safe performance.

Safe Performance: No preventable disabling injuries and no preventable vehicle collisions.

Eligibility:

1. Operating with the Orange County FSP Program for a period of at least one year (12 Months).
2. No preventable vehicle collisions.
3. No violation of “safety” while on duty. Examples of safety violations include, but are not limited to: speeding, not wearing seatbelt/safety vest/ boots, sleeping, etc.
4. Years are determined by operator’s^{lii} date of entry into the FSP Program.
5. Each disabling injury or preventable collision disqualifies the operator for one year.

FSP Management is responsible for validating the eligibility for each Operator.

CHAPTER 16

VIOLATIONS AND PENALTIES

1. OVERVIEW

FSP Management expects Contractors and Operators to comply with the contract, SOG, directives from FSP Management, and local, state, and federal laws and regulations. When a Contractor or Operator does not act in accordance with these requirements, an adverse action, or penalty, will result.

The listing of violations is not all-inclusive, and each offense will be weighed on its own merit. FSP Management shall utilize a “progressive discipline” process when deciding adverse actions. Penalties may include a verbal warning, written warning, suspension, or disqualification. Based on the severity of the violation, any step in the process may be skipped. Additionally, the Contractor may receive monetary penalties in the form of being docked at standard, double, or triple the vehicle service hour rate. A Contractor or Operator who has been penalized for inappropriate behavior on prior occasions can expect to get a more severe penalty than a Contractor or Operator who does not have a negative work history. All penalties shall be based on the totality of facts available. Multiple violations of policies and guidelines can result in increasingly severe actions, up to and including disqualification from the FSP Program.

All documentation of investigations shall be retained by FSP Management for a minimum period of three years beginning on the date the violation occurred.

2. PENALTIES

The purpose of this section is to establish a fair and equitable system of objectively assessing penalties for various types of violations charged to the Contractor or Operator. By establishing these guidelines, FSP Management will ensure that all Contractors and Operators will be treated fairly and uniformly.

Since a Contractor is ultimately responsible for the actions of its Operators, the Contractor shall receive an appropriate violation letter when the violations result in adverse action requiring suspensions and disqualification. Penalty assessment can be issued to either the Operator or Contractor. FSP Management retains the right to impose and enforce any appropriate penalty, provided adequate documentation exists.

3. VIOLATIONS THAT MAY LEAD TO CONTRACTOR/OPERATOR SUSPENSION

In order to better clarify the seriousness of these violations, as well as to explain the ensuing consequences, possible violations have been assigned to three basic categories: MINOR, MODERATE, and MAJOR violations.

- A Contractor participating in or encouraging any activity constituting a MAJOR violation, or withholding required reporting of such violation to FSP Management may be subject to immediate contract termination.

The Contractor is ultimately responsible for the actions of its employees during FSP operating hours. For any recurring problems that an Operator fails to correct, the Contractor will be held responsible for taking corrective action.

4. LIST OF VIOLATIONS

The following common violations are only examples to illustrate the three violation types and do not represent an exhaustive list.

1. Minor Violations

- Failing to properly place “NOT IN SERVICE” magnets on dedicated FSP vehicles while off duty or during non-FSP hours
- Wearing FSP uniform while off duty or during non-FSP hours while performing other tow services
- An Operator displaying poor grooming as specified in the SOG
- An Operator not complying with the established basic uniform standards as specified in the SOG
- Minor equipment violations not constituting an out-of-service status
- An Operator failing to complete the pre-operation inspection form
- A Contractor/Agent failing to initial the pre-operational inspection form

2. Moderate Violations

- Any violation of the California Vehicle Code will be subject to adverse action including being placed out of service, until the violation is corrected. Examples include, but are not limited to, failure to have current proof of registration and insurance.
- Equipment violations resulting in out of service
- An Operator that incurs damage to the FSP vehicle or equipment during FSP shift and fails to immediately notify Dispatch and FSP Management. Example include, but are not limited to, losing essential equipment needed for service, running over something in

- the roadway, bending or breaking equipment, and mirror strike resulting in a cracked side mirror.
- A Contractor having knowledge of and failing to immediately notify FSP Management of any level of violation that could result in a suspension or disqualification to either the Contractor or Operator, pursuant to the SOG. Some examples include:
 - a. An Operator leaving the FSP beat without authorization during FSP hours
 - b. An Operator failing to immediately report to FSP Management intentional or unintentional damage to a vehicle serviced, towed, or pushed
 - c. An Operator failing to immediately report a breakdown of an FSP truck
 - d. An Operator lying to Dispatch or FSP Management
 - e. An Operator sleeping during an FSP shift (including during rest break)
 - FSP truck operating with expired registration
 - Providing or recommending a secondary tow service, following an initial service
 - Not providing service
 - Continual violations of Minor violations

Numerous violations committed on the same incident will be dealt with on an individual basis. Each violation will be handled separately.

3. Major Violations

Due to the severity of these violations, the Contractor/Operator will be subject to immediate suspension/disqualification of the contract/FSP Program when having knowledge of, or encouraging/participating in the following:

- FSP trucks not insured^{liii}
- Driving with an invalid, suspended, or revoked driver license, tow certificate, or medical card
- Driving on the right shoulder or center median without specific authorization from CHP Dispatcher or CHP Program Supervisor.
- Stealing from a motorist or charging for FSP service
- Selling any items
- Soliciting any service that would require subsequent compensation

- Providing or recommending a secondary tow service, for compensation, following an initial service
- A Contractor allowing an uncertified operator to perform FSP duties
- A Contractor allowing an Operator with a suspended driver license to perform FSP duties
- A Contractor or Operator falsifying information, orally or in written form, to FSP Management or Dispatch^{liv}
- Retaining tips or other gratuities
- An Operator driving an FSP vehicle while under the influence of alcohol and/or drugs
- An Operator involved in any type of collision without immediate subsequent notification to FSP Management
- A Contractor having knowledge of and failing to immediately notify FSP Management of an Operator involved in any type of collision
- Continual violations of Moderate violations

Note: Major violations will be handled on a case by case basis.

The activities listed in each of the three categories are not intended to be an exhaustive list. FSP Management reserves the right to characterize any activities that violate the Contract, but which are not listed in the SOG, in the manner they see fit.

5. PREVENTABLE TRAFFIC COLLISIONS

A preventable traffic collision is one in which the Operator failed to do everything that reasonably could have been done to avoid the collision. Traffic collisions where the Operator is found to be at fault will result in the following consequences.

- a) First Offense – Up to three days suspension from FSP Program, up to 16 hours of refresher training that has been approved by Program Supervisors, and meet with FSP Supervisor(s) to discuss the incident.
- b) Second Offense within Two Years^{lv} – Up to 10 days suspension from the FSP Program and 24 hours of refresher training that has been approved by Program Supervisors, and meet with FSP Supervisor(s) to discuss the incident.
- c) Third Offense within Three Years^{lvi} – Could lead to immediate disqualification from the FSP Program.

The number of days of suspension and hours of refresher training shall be determined by FSP Management on a case by case basis. An Operator may be immediately disqualified from the FSP Program for any at fault collision that is the result of reckless driving such as excessive speed, swerving through lanes, etc.

Nothing in this section precludes the Contractor from terminating an Operator's employment with the company for its own risk management purposes.

6. APPEALS PROCESS^{lvii}

The FSP Operator and/or Contractor will have 10 calendar days to file an administrative appeal to an adverse action. Adverse actions include required retraining, suspension, and/or disqualification from the program. A warning is not considered an adverse action for the purposes of appeal. The request for appeal must be submitted in writing and must specifically state the basis of the appeal. Once the request for appeal has been received, FSP Management will review the basis for the appeal and make a determination. If necessary, a review session will be scheduled with FSP Management, and the Contractor. The 10-day period will commence upon the date that the adverse action notice is served to the Contractor.

7. DISQUALIFICATION

Disqualification of an Operator from the FSP Program is considered permanent. However, an Operator who has been disqualified from the program by FSP Management for a period of one year, and who desires reinstatement may appeal in writing to the FSP review committee. Appeals will be denied unless "good cause" can be established, in writing, by the individual making the appeal. Because of the confidentiality of criminal histories, any person disqualified from working in the FSP Program for a criminal conviction may only appeal to the CHP.

8. COMPLAINT PROCESS

All complaints made against an Operator or Contractor will be investigated by the CHP in a fair and impartial manner. Complaint investigations are necessary to resolve occasional problems, maintain the favorable regard of the public, and to identify any problems or additional training needs. Because of the investigations, the CHP may initiate recommendations to OCTA for program disqualification^{lviii} or contract action. Should the filing of criminal charges be a possibility, the CHP will handle to conclusion and, if warranted, request prosecution by a court of law. The most common types of complaints, which are a direct violation of this SOG, include:

1. Rude and discourteous conduct

2. Lack of service
3. Lying, such as giving untrue information
4. Inappropriate conduct with members of the opposite sex
5. Soliciting, accepting, or not reporting tips
6. Unsafe driving practices
7. Insubordination

DRAFT

CHP 234F TOW OPERATOR INFORMATION

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 01-11) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
---	---------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME		JOB TITLE/CLASSIFICATION	
DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS
MEDICAL CERTIFICATE <input type="checkbox"/> YES <input type="checkbox"/> NO		MEDICAL CERTIFICATE EXPIRATION DATE	
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES: Class A: _____ Class B: _____ Class C: _____ Class D: _____		OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input type="checkbox"/> YES <input type="checkbox"/> NO	
OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input type="checkbox"/> YES <input type="checkbox"/> NO		OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input type="checkbox"/> NO	

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE	DATE
TOW DRIVER'S SIGNATURE	DATE
RECEIVING OFFICER'S NAME	ID NUMBER
	DATE

FOR CHP USE ONLY:

☐ APPROVED ☐ DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0111.pdf

DRAFT

FSP OPERATOR APPLICATION

FSP CONTRACTOR:						
COMPLETE NAME (FIRST MIDDLE LAST)			SOCIAL NUMBER	SECURITY	HOME NUMBER ()	PHONE
HOME ADDRESS (NUMBER AND STREET)			CITY AND STATE		ZIP CODE	
DRIVER LICENSE INFORMATION						
SEX: CIRCLE ONE M F	HAIR COLOR:	EYE COLOR:	HEIGHT:	WEIGHT:	BIRTH (MM/DD/YY)	DATE
PERMANENT LICENSE NUMBER:		STATE:	CLASS:		DATE EXPIRES:	LICENSE
TEMPORARY LICENSE NUMBER:		CLASS:	DATE TEMPORARY ISSUED:		ISSUING OFFICE:	
GLASSES REQUIRED TO BE WORN WHEN DRIVING? <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER DRIVING RESTRICTIONS: (EXPLAIN)			ENDORSEMENT/S:	

Has your driver license ever been suspended, revoked or placed on probation? ☐ YES ☐ NO
If Yes, list all offenses giving an approximate date, City of offense, circumstances and final disposition below.

List any FSP companies you have worked for previously: (date, reason for leaving) ☐ Check here if NO prior FSP.

Were you ever discharged, suspended or have you been requested to resign or have resigned under unfavorable circumstances from any employment? ☐ YES ☐ NO If yes, please explain each individual incident below.

List all traffic citations you have received: (approximate date, City of offense and violation)

List all arrests, detentions by police agencies: (approximate date, City of offense and violation)
DO NOT INCLUDE JUVENILE ARRESTS

I certify that the above information is true and correct, and that no omissions have been made. This form will be forwarded to CHP as part of your Background Screening. Applicants are advised that giving false information to a Peace Officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code, sections 20 and 31.

FSP APPLICANT'S SIGNATURE _____ DATE _____

REVIEWING OFFICER'S NAME _____ DATE _____

DRAFT

FSP OPERATOR INTERVIEW FORM

DATE: _____ NAME OF APPLICANT: _____

COMPANY NAME: _____

DOES THE APPLICANT HAVE A VALID CALIFORNIA DRIVER LICENSE?☐ YES ☐ NO**DOES THE APPLICANT HAVE A VALID DL-64 CERTIFICATE?** ☐ YES ☐ NO

This form was developed to assist FSP Contractors in the Pre-Screening of prospective FSP Operator. This form **IS NOT** intended to replace a complete and thorough background check, which will be conducted using fingerprint comparisons from State and Federal Law enforcement databases.

SECTION ONE**HAS THE APPLICANT BEEN CONVICTED OF ANY OF THE FOLLOWING SPECIFIC CRIMES?**

(PC - California Penal Code)

- | | | | |
|------------------------------|-----------------------------|--------|---|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 220 PC | Assault with the Intent to Commit Mayhem, Rape, Sodomy, or Oral Copulation. |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 261 PC | Rape or Aiding & Abetting a Rape |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 267 PC | Abducting Person Under Age 18 for Prostitution |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 288 PC | Lewd Act with a Child |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 289 PC | Sexual Assault |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Murder, Attempted Murder, Voluntary Manslaughter or Mayhem. |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Rape, Sodomy or Oral Copulation by Force, Violence, Duress, Menace, or Fear of Immediate and Unlawful Bodily Injury on the Victim or Another Person. |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Robbery or Arson that Causes Great Bodily Injury, or that Causes an Inhabited Structure or Inhabited Property to Burn. |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Any Felony in which the Defendant Inflicts Great Bodily Injury on Any Person Other Than an Accomplice, or any Felony in Which the Defendant Uses a Firearm. |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Kidnapping, Carjacking. |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Criminal Street Gang Convictions; Extortion / Threats to Victims or Witnesses. |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Burglary (First Degree), When Another Person, Other Than an Accomplice, Was Present in the Residence During the Crime. |

SECTION TWO**HAS THE APPLICANT BEEN CONVICTED OF ANY OF THE FOLLOWING SPECIFIC CRIMES?**

(PC - California Penal Code VC - California Vehicle Code SOG – Orange County FSP Standard Operating Guidelines)

- | | | | |
|------------------------------|-----------------------------|-------------|--|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 3.3.1 SOG | Any Felony Conviction Within the Previous Seven Years |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 3.3.1 SOG | Any Misdemeanor Conviction Within the Previous Three Years |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 191.5(a) PC | Gross Vehicular Manslaughter while Intoxicated Conviction Within the Previous Seven Years |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 23153 VC | Driving while Under the Influence and Causing an Injury or Death Within the Previous Seven Years. (Any subsection) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 23152 VC | Three or More Convictions of Driving while Under the Influence Within the Previous Seven Years. (Any subsection) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Three or More Misdemeanor Drug Related Convictions, Within the Previous Five Years. |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Any Drug Related Felony Convictions, Within the Previous Five Years. |

SECTION THREE**HAS THE APPLICANT BEEN CONVICTED OF ANY OF THE FOLLOWING SPECIFIC CRIMES?**

(PC - California Penal Code) (VC - California Vehicle Code)

If an Answer is ☒ YES, Check the appropriate check box if, if known, to indicate either (☒ F) for a Felony conviction or (☒ M) for a Misdemeanor conviction.

ALL YES ANSWERS SHOULD BE EXPLAINED IN THE COMMENTS SECTION BELOW, (DATE / LOCATION / CIRCUMSTANCES)

<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	148 PC	Resisting/Delaying a Peace Officer
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	222 PC	Administering Drugs With the Intent To Commit a Felony
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	273.5 PC	Infliction of Injury to Spouse, Cohabitant, Parent or Child
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	261.5 PC	Statutory Rape
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	275(a) PC	Cruelty To Child
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	273(d) PC	Corporal Punishment of a Child, Resulting in a Traumatic Condition
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	417 PC	Brandishing a Firearm in a Threatening Manner
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	450 PC	Arson
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	453 PC	Possession of a Fire Bomb
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	459 PC	Burglary
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	466 PC	Possession of Burglary Tools
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	467 PC	Possession of Deadly Weapons With the Intent to Assault
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	470 PC	Forgery
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	470(a) PC	Reproduction / Falsification of Driver License or ID Card
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	470(b) PC	Display/ Possess Reproduced / Falsified Driver License or ID Card
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	477 PC	Counterfeiting Money
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	484(e) PC	Theft of an Access Card
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	484(f) PC	Forgery of Access Card Signature
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	484(g) PC	Fraudulent Use of an Access Card
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	487 PC	Grand Theft
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	496 PC	Receiving Stolen Property
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	503 PC	Embezzlement
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	538(d) PC	Fraudulent Impersonation of A Peace Officer
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	2800 VC	Evading a Peace Officer
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	10750 VC	Altering, Defacing or Replacing Vehicle ID Numbers
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	10752 VC	Fraudulent Acquisition of DMV or CHP VIN Numbers
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	10851 VC	Vehicle Theft
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	20001 VC	Hit and Run Causing Injury or Death

COMMENTS: _____

I certify that the above information is true and correct, and that no omissions have been made.

This form will be forwarded to FSP Management (CHP) as part of your Background Screening. Applicants are advised that giving false information to a Peace Officer, either orally or in writing, is a Misdemeanor pursuant to vehicle code sections 20 and 31.

FSP APPLICANT'S SIGNATURE _____

DATE _____

BACKGROUND PRE-SCREENING INSTRUCTIONS FOR FSP CONTRACTORS

Have your prospective FSP Operator complete the "FSP OPERATOR APPLICANT INTERVIEW FORM" and use the results to "Pre-Screen" the applicant using the information below for each Section of the form.

(Note: Any Pre-qualification is dependent on the information received from the applicant, and completion of this form does not guarantee the issuance of a DL-64.

SECTION ONE

IF THE ANSWER TO **ANY** OF THE QUESTIONS IN SECTION ONE (1) WAS **"YES"**, THE APPLICANT IS **PERMANENTLY DISQUALIFIED** FROM WORKING IN **ANY** FSP PROGRAM.

An FSP Operator must be qualified to be issued a Tow Truck Driver Certificate (DL-64) by the Department of Motor Vehicles. California Vehicle Code section 13377(a) denies the issuance the DL-64 if any of the above circumstances are met.

SECTION TWO

IF THE ANSWER TO **ANY** OF THE QUESTIONS IN SECTION TWO (2) WAS **"YES"**, THE APPLICANT IS **DISQUALIFIED** FOR THE **INDICATED TIME**, FROM WORKING IN THE FSP PROGRAM. ONCE THE APPLICANT CAN ANSWER THE INDICATED QUESTION "NO", HE/SHE MAY REAPPLY.

These disqualification convictions are based on the recommendations made by the Emergency Roadside Assistance Advisory Committee (ERAAC) and the Orange County FSP Standard Operating Guidelines.

SECTION THREE

IF THE ANSWER TO **ANY** OF THE QUESTIONS IN SECTION THREE (3) WAS **"YES"**, THE APPLICANT IS **DISQUALIFIED FOR 10 YEARS FOR FELONY CONVICTIONS AND 5 YEARS FOR MISDEMEANOR CONVICTIONS**, FROM WORKING IN ANY FSP PROGRAM. These disqualification convictions are based on the recommendations made by the Emergency Roadside Assistance Advisory Committee (ERAAC).

EACH APPLICANT IS REQUIRED TO BRING THE FOLLOWING ITEMS FOR BACKGROUND SCREENING:

- 1) ☐ Valid California driver license.
License must indicate current address
or have in possession an address change card (DL-43), issued by DMV.
- 2) ☐ Tow Operator/Driver information, CHP Form # 234F.
☐ Signed by Contractor and Applicant.
- 3) ☐ "Freeway Service Patrol" Operator application form.
☐ Signed by Applicant.
- 4) ☐ "Freeway Service Patrol" Operator applicant interview form.
☐ Signed by Applicant.
- 5) ☐ Live Scan Worksheet.
☐ Signed by Applicant.
- 6) ☐ If the applicant has a valid DL-64, bring it to background screening.
- 7) ☐ Fees for the processing of the Criminal History Live Scan Check
Applicant needs to bring a company check or money order for \$50.00, made out to "CHP Accounting."

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LIVE SCAN WORKSHEET

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ORANGE COUNTY FREEWAY SERVICE PATROL UNIT

Live Scan Worksheet

The following information is required prior to Live Scan Fingerprinting.
The information that you provide will be transferred to a four part NCR form.

PLEASE PRINT VERY LEGIBLE OR TYPE THE FOLLOWING:

Name of Applicant:		
_____	_____	_____
Last	First	MI
AKA's:		CDL No.
_____	_____	_____
Last	First	
DOB: _____	SEX: <input type="checkbox"/> Male <input type="checkbox"/> Female	
HT: _____	WT: _____	Home Phone No. () _____
EYE Color: _____	HAIR Color: _____	Home Address: _____
Place of Birth: _____	_____	
SSN#: _____	Street or PO Box _____	
	City, State and Zip Code _____	

I certify that the above information is true and correct, and that no omissions have been made.

This form will be forwarded to CHP as part of your Background Screening. Applicants are advised that giving false information to a Peace Officer, either orally or in writing, is a Misdemeanor pursuant to vehicle code sections 20 and 31.

FSP APPLICANT'S SIGNATURE _____

DATE _____

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TRAINEE NAME: _____ TRAINEE ID#: _____

Date of Initial Operator Training Completion:

OJT completed No Later Than: _____

TRAINING CHECKLIST

Completed by:

Date:

- ☐ Pre-Op Inspection Completion and Documentation
- ☐ FSP SOG and required forms
- ☐ Staging location guidelines (3.8.5)
- ☐ Signing on & off (3.8.3)
- ☐ MDT guidelines
- ☐ CHP radio communication guidelines
- ☐ Beat responsibilities
- ☐ Safe vehicle operations
- ☐ Tow truck and vehicle placement
- ☐ Motorist and vehicle contacts
- ☐ Use of tow lights
- ☐ Fire hazards and extinguisher use
- ☐ Traffic control and scene management
- ☐ Debris in roadway
- ☐ Directions by CHP Officers
- ☐ Gratuities, tips and items of value
- ☐ Clearing the scene
- ☐ Drop locations
- ☐ Safety issues and concerns in and around truck

[illegible]

Orange County Freeway Service Patrol Training Guidelines for New Operators

To achieve a well-rounded and comprehensive training program, the following guidelines shall be followed. All new Operators will be required to complete their training program in the following order.

- 24 hours of Initial Driver Training by CHP Management.
- Skills and Driving Proficiency Test.
- 24 hours of On-The-Job Training (OJT).

During the OJT phase, an Operator Trainee will be required to demonstrate a minimum proficiency in all the tasks as outlined on the OJT Form. The tasks are to be supervised by a skilled Operator during the ride along phase of the training. For the first 12 hours of OJT, the Operator Trainee will be required to operate the FSP radio and Tablet from the passenger seat of the truck. This will allow the Operator Trainee to gain operational knowledge and confidence prior to the driving portion of the training. The Operator Trainee shall utilize the FSP radio to report and receive all the daily activity. This includes all activity which would normally be entered into the Tablet without dispatch notification. This will allow the Operator Trainee to gain more experience when interacting with dispatch and enhance the trainee's radio skills. The Operator Trainee will be required to enter all the daily activity into the Tablet. The Operator Trainee will also generate a written FSP Daily Activity Log, duplicating the day's activity for each shift. This will teach the Operator Trainee how to prepare the required activity log in the event of a Tablet failure.

Prior to the actual ride along and before each shift, the Lead Operator will call in and advise CHP Dispatch with the name of the trainee and the beat they will be working. The beat unit will add a "T" to its call sign indicating it is a training unit i.e. 139-505 T (Tom). This will assist CHP Dispatch with identifying the training units and alert them to the additional radio traffic.

Nothing in this policy prohibits a Contractor from providing additional training. This is a guideline which provides a new Operator with the minimum skills necessary to be a safe and competent FSP Operator.

**ORANGE COUNTY FREEWAY SERVICE PATROL
VERIFICATION OF FREEWAY SERVICE PATROL RIDE-ALONG TRAINING**
(Print neatly using blue ink)

I, (Contractor/Owner) _____,

representing, (Company Name), _____,

attest that FSP employee (New Operator Name), _____,
has completed twenty four (24) hours (six four-hour shifts) of ride-along training with
a certified FSP Operator, and that the new Operator is proficient in all aspects of the
Orange County Freeway Service Patrol Program's policies and guidelines.

#	Date	Beat	Shift	Certified Trainer Name	Trainer Signature
1					
2					
3					
4					
5					
6					

I further attest that I have reviewed the employee's understanding of Operator and customer safety guidelines, Freeway Service Patrol standard operating guidelines (SOG), radio and Tablet guidelines, documentation and log guidelines, and have determined that the employee has a clear understanding of program guidelines and requirements.

CONTRACTOR/OWNER SIGNATURE AND DATE:

_____.

All information on this form must be neatly printed using blue ink.

All signatures and certifications are required.

New Operator must not drive FSP service vehicles prior to the completion of all ride-along training, the issuance of an FSP ID card, and the issuance of a signed DL-64.

This original document, along with the required on the job training checklist, MUST be mailed to the FSP Administrative Officer upon completion of training.

DRAFT

TRUCK AND EQUIPMENT PRE-OPERATIONAL FORM

ORANGE COUNTY FREEWAY SERVICE PATROL

TOW TRUCK & EQUIPMENT WEEKLY PRE OPERATIONAL INSPECTION

This sheet will be maintained in the vehicle for the current week and at the office for 60 days.

Company Name	Truck License Number				Truck Number				Date Beginning		Date Ending
Vehicle	Monday		Tuesday		Wednesday		Thursday		Friday		Operator
Equipment	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	Remarks
AVL/MDT Secured / Operational											
Public address system operational											
Shop radio and scanner operational											
FSP radio operational (external)											
SOG in vehicle											
Forms & brochures											
Truck interior, no visible food/ trash											
Current registration form											
Current insurance form											
Brakes operational (service/parking)											
Drop location / Map book											
California driver license											
DL-64 (tow truck certificate)											
Medical Card (DL 51)											
FSP Identification Card											
Log Book (If Req.)											
Name tag											
Shaven											
Steel toe boots											
Uniform in good condition											
Rain gear (Optional)											
Flashlight & spare batteries											
First aid kit – 5" X 9" minimum											
Gloves											
Truck lettering/numbers / FSP logos											
Out of Service Signs (2)											
Truck / bed paint											
Truck body (damage)											
Tires, Wheels, and Lugs (pressure)											
Check engine fluids											
Exterior lights / Reflectors											
Drag Lights											
Cones-(6) (28", cleaned & labeled)											
Absorbent (five gallons)											
Trash can (empty)											
Diesel fuel (Optional)											
Unleaded gas (10 gal/clean cont.)											
Water (10 gal/clean cont.)											
Dollies (tread / air pressure)											
Winch cable (Optional))											
Cross bar pivot pin (Under lift)											
Safety chains and clips											
Spacer blocks (2)											
Wood blocks (4" x 6" x 12")											
Tow chains (5/16" & J hooks)											
Cross beams (4x4's / 4' & 5')											
Compressor and Attachments											
Bolt cutters											
Broom (24" minimum)											
*Operator states the above is true and correct (initial)											BOTH MUST BE INITIALED PRIOR TO THE OPERATOR ENTERING BEAT
*Contractor / Agent concurs with Operator (initial)											

This inspection form shall be kept at each respective tow yard at all times, and upon request be available for review by FSP Management. Falsifying any pre-operation inspection form may result in the Operator(s) being suspended / disqualified from the Program.

ATTACHMENT G

This sheet will be maintained in the vehicle for the current week and in the office for 60 days.

Vehicle <i>Equipment</i>	Monday		Tuesday		Wednesday		Thursday		Friday		Operator
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	Remarks
Pry bar (36" min.)											
Square tipped shovel											
Fire extinguisher (Current & Secured)											
Flares 36 (15-minute)											
Floor jack (2-ton plus)											
Jumper Cables (25')											
Lock out tools & wedge											
Lug wrench (std. & metric)											
Trailer ball (1 7/8" & 2")											
Tow Truck Lug Wrench											
Triangle reflectors (3)											
Flexible funnel											
Crescent wrench 8" & 12"											
Electrical and Duct tape											
2" Ratchet Straps											
Needle nosed pliers											
Rubber mallet											
Screwdrivers Phillips #1 & #2											
Screwdrivers Std. 1/8, 3/16, 1/4, 5/16											
Sledge hammer (min 4 lb)											
Mechanic's wire											
Wheel lift safety straps											
Mud flaps											
Fuel Cap											
Throttle Control / PTO											
Towing Mechanism											
Seatbelt Cutter											
Fluid Leaks of any kind											
Windshield / Mirrors/ Wipers											
Seat Belt Operation											
Tire Pressure Gauge											
Steering Wheel Strap											
Wheel Retainers L bar/Cradle											
*Operator states the above is true and correct (initial)											BOTH MUST BE INITIALED PRIOR TO THE OPERATOR ENTERING BEAT
*Contractor / Agent concurs with Operator (initial)											

Truck mileage/last oil change and lubrication				Date of last tune-up		
Type or print name of Contractor / Agent at the end of the week						
Signature of Contractor / Agent						
WEEKLY MILEAGE						
	AM Beginning	AM Ending	TOTAL	PM Beginning	PM Ending	TOTAL
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
	Weekly Total			Weekly Total		

ORANGE COUNTY FREEWAY SERVICE PATROL

TOW TRUCK & EQUIPMENT WEEKEND PRE OPERATIONAL INSPECTION

This sheet will be maintained in the vehicle for the current week and in the office for 60 days.

Company Name	Truck license number	Truck Number	Date Beginning	Date Ending
Vehicle	Saturday	Sunday		Operator
Equipment				Remarks
AVL/MDT Secured				
Public address system operational				
Shop radio Operational				
FSP radio Operational				
SOG in vehicle				
Forms & brochures				
Truck interior, no visible food/trash				
Current registration form				
Current insurance form				
Brakes operational (service/parking)				
Drop location / map book				
California driver license				
DL-64 (tow truck certificate)				
Med Card (DL 51)				
FSP identification card				
Log Book (If Req.)				
Name tag				
Shaven				
Steel toe boots				
Uniform in good condition				
Rain gear (Optional)				
Flashlight & spare batteries				
First aid kit - 5" X 9" minimum				
Gloves				
Truck lettering/Numbers/FSP Logos				
Out of Service Signs (2)				
Truck / bed paint				
Truck body (damage)				
Tires, Wheels, Lugs (pressure)				
Check engine fluids				
Exterior lights / Reflectors				
Drag Lights				
Cones-(6) (cleaned & labeled, 28")				
Absorbent (five gallons)				
Trash can (empty)				
Diesel fuel (Optional)				
Unleaded gas (10 gal, clean cont.)				
Water (10 gal, clean cont.)				
Dollies (tread / air pressure)				
Winch cable (Optional)				
Cross bar pivot pin (Underlift)				
Safety chains and clips				
Spacer Blocks (2)				
Wood Blocks (4"x6"x12")				
Tow Chains (5/16 & J Hooks)				
Compressor and Attachments				
Bolt Cutters				
Broom (24" Minimum)				
*Operator states the above is true and correct (initial)			BOTH MUST BE INITIALED PRIOR TO THE OPERATOR ENTERING THE BEAT	
*Contractor / Agent concurs with Operator (initial)				

ATTACHMENT G

ORANGE COUNTY FREEWAY SERVICE PATROL

TOW TRUCK & EQUIPMENT WEEKEND PRE OPERATIONAL INSPECTION (CONTINUED)

This sheet will be maintained in the vehicle for the current week

Vehicle Equipment	Saturday	Sunday	Operator Remarks		
Pry bar (36")					
Square tipped shovel					
Fire extinguisher (Current & Secured)					
Flares 36 (15-minute)					
Floor jack (2-ton plus)					
Jumper cables (25')					
Lock out tools & wedge					
Lug wrench (std. & metric)					
Trailer ball (1 7/8" & 2")					
Triangle reflectors (3)					
Flexible funnel					
Crescent wrench 8" & 12"					
Electrical / Duct tape					
2" Ratchet straps					
Needle nosed pliers					
Rubber mallet					
Screwdrivers (Phillips #1 & #2)					
Screwdrivers (1/8", 3/16" 1/4", 5/16")					
Sledge hammer (min 4 lb)					
Mechanic's wire					
Wheel lift safety straps					
Mud Flaps					
Fuel Cap					
Throttle Control / PTO					
Towing Mechanism					
Seatbelt Cutter					
Fluid leaks of any kind					
Steering Wheel Strap					
Tire Pressure Gauge					
Seat Belt Operation					
Windshield/ Mirrors/ Wipers					
Wheel Retainers L bar/cradle					
*Operator states the above is true and correct (initial)			BOTH MUST BE INITIALED PRIOR TO THE OPERATOR ENTERING THE BEAT		
*Contractor / Agent concurs with Operator (initial)					
WEEKLY MILEAGE					
	Beginning	Ending	Total		
Saturday					
Sunday					
	Weekly Total				
Truck Mileage/last oil change and lubrication			Date of last tune-up		
Type or print name of Contractor / Agent at the end of the week					
Signature of Contractor / Agent					

This inspection form shall be kept at each respective tow yard at all times, and upon request be available for review by FSP Management. Falsifying any pre-operational inspection form may result in the Operator(s) being suspended / disqualified from the Program.

DAILY ACTIVITY LOG

Daily Activity Log Instructions

1) Before leaving the yard, fill in Date, Beat #, Truck #, Driver ID, Company Name and Driver Name information. You will complete the assist count information at the end of your scheduled shift.

A) A Daily Service Log must be completed for each day / beat / truck / driver

A1) A new Daily Service Log must be started each day, or if there is a change of beat, truck, or, driver.

Date	Beat #	Truck #	Driver ID
Company Name		Driver Name	Assist Count

2) Upon arriving at each service incident, complete an Incident Entry Record for each incident and vehicle.

A) See Incident Code and Service Code section for a list of uniform entry codes.

B) If there is more than one vehicle at the same incident, enter "continued" in the dispatch and 10-97 fields of the following record, and enter all line 2, 3, and 4 information. Repeat this process until all vehicles at the location have been entered.

Incident Entry Record

Dispatch Time	10-97	Wait Time (Minutes)	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip	Log #	Last Name	
Comments						In MDC? (yes / no)	10-98
<p>Dispatch Time - Time Dispatched To Call (If Not Dispatched Enter N/A)</p> <p>10-97 - Time Arrived To Provide Service</p> <p>Wait Time - Customer Wait Time In Minutes (Ask Customer)</p> <p>FWY & DIR - Example "405 N"</p> <p>Location - Example - JNO Bristol</p> <p>Traffic Speed - Enter Traffic Speed Code</p> <p>Incident Type - Enter Incident Type Code</p> <p>Vehicle Position - Enter Vehicle Position Code</p> <p>Service Type - Enter Service Type Code</p> <p>Make - Enter Vehicle Make, Example "Ford"</p> <p>Type - Enter Vehicle Type Code</p> <p>Color - Enter Vehicle Color</p> <p>Plate # - Enter License Plate Number</p> <p>State - Enter License Plate State, Example "CA"</p> <p>Tow Location - Enter Tow Location Code (If Towed)</p> <p>Start OD - Enter Starting Odometer Reading For Tow Or Transport</p> <p>End OD - Enter Ending Odometer Reading For Tow Or Transport</p> <p>Drop Zone - Enter Drop Zone Code From Drop Zone Book (If Towed Off Freeway)</p> <p>Tip - Enter Tip Information (Yes or No). If Tip, Note Item Or Amount In Comment Section</p> <p>Log # - Enter Any Log Number Associated With The Assist</p> <p>Last Name - Enter Customer Last Name</p> <p>Comments - Enter Any Comments Or Other Information As Necessary</p> <p>In MDC? (Yes / No) - Indicate if the assist information was entered into the MDC</p> <p>10-98 - Enter 10-98 Time (Assist Complete)</p>							

3) At the end of your shift, review all assist information for accuracy and completeness. Count all vehicle service records and enter

A) After reviewing all records, count all vehicle service records, and enter the count in the Assist Count section.

B) Sign and date the Daily Service Record, indicating that all information is true and correct.

4) Turn in the completed service log to a Company Supervisor at the end of your shift.

Daily Service Log Entry Codes

Traffic Speed	Vehicle Position	Vehicle Type	Tow Location	Location Coding
SLG - Sluggish	CTR - Center Median	AUT - Auto	DRP - Drop Zone	JNO - Just North Of
SLO - Slow	FWY - Freeway Lane	BIG - Big Rig	NOT - No Tow	JSO - Just South Of
MED - Medium	HOV - HOV Lane	BOX - Box Truck	OFF - Off Freeway	JEO - Just East Of
FST - Fast	LFT - Left Shoulder	BUS - Bus	SHD - Shoulder	JWO - Just West Of
UNK - Unknown	RGT - Right Shoulder	CYC - Motorcycle	UNK - Unknown	BTWN - Between
	RMP - Ramp/Connector	MTR - Motor Home		
	UNK - Unknown	PUT - Pickup Truck		
	UTL - Unable to Locate	SUV - SUV		
		UNK - Unknown		
		VAN - Van/Wagon		

Incident Codes And Service Codes

Incident Type		Service Type	
1124 - Abandoned Vehicle	1179 - Ambulance Responding	A - ADAM / Assist	N - NORA / Non1125 Debris
1125 -Traffic Hazard	1180 - Collision - Major Injury	AT - Tow truck assisted by service truck	O - OCEAN / Overheat
1126 - Disabled Vehicle	1181 - Collision - Minor Injury	B - BOY / Battery / Jump-start	P - PAUL / Private Assistance
1126X - Disabled Vehicle X-ray	1182 - Collision - Property Damage	CD - CHARLES DAVID / Clear Debris	RA - Tow Truck Assist Service Truck
1141 - Ambulance Required	1183 - Collision - No Details	CV - CHARLES VICTOR / Clear Vehicle (from lanes)	RB - ROBERT 1148 / Towed & Transport Male
1142 - Fire Department Required	1184 - Direct Traffic	F - FRANK / Flat Tire	RJ - ROBERT 1148 / Transport Juvenile
1144 - Possible Fatality	1185 - Tow Truck Required	G - GEORGE / Gasoline	RX - ROBERT 1148 X-ray / Transport Female
1148 - Provide Transportation	1198 - Meet or Meet with	H - HENRY / Highway Patrol	S - SAM / Service Refused
1148J - Transport Juvenile		I - IDA / Info Assist	T - TOM / Tagged
1148X - Transport Female		M - MARY / Mechanical	U - UNION / Unable to Locate

Freeway Service Patrol Daily Activity Log

Date	Beat #	Truck #	Driver ID
Company Name		Driver Name	Assist Count
I certify that the information contained in this service log is true and correct, and complete to the best of my knowledge and abilities.			
_____ Driver Signature		_____ Date	

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Daily Activity Log – Page 2

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

FREWAY SERVICE PATROL

VEHICLE CHECK / PARKING WARNING

**This vehicle has been observed parked on the freeway/
highway right-of-way by a Freeway Service Patrol operator.**

We're sorry we missed you. The freeway service patrol is operating during peak commute hours, providing free basic services to motorists like yourself. Disabled vehicles on identified sections of the Orange County freeway system will be provided service.

**IF YOU REQUIRE IMMEDIATE ASSISTANCE, PLEASE USE
A FREEWAY CALLBOX OR CALL 911.**

Your attention is directed to the following (checked) statements:

- ☐ Vehicle code section 21718 prohibits the parking of a vehicle upon a freeway except under unusual circumstances.
- ☐ Vehicle code section 22651 provides for the removal of a vehicle if it is left unattended on a freeway for more than four (4) hours.
- ☐ Driver Being Aided

LOCATION: _____

DATE: _____

TIME: _____

OPERATOR: _____

I.D. _____



This is not a traffic citation. Continued violation may result in a citation or the vehicle being towed by the California Highway Patrol. If you do not require freeway service patrol assistance, please continue to display this card.

DRAFT

OCFSP Drop Zone Warning

WARNING


YOU MUST REMOVE YOUR VEHICLE
FROM THIS LOCATION PROMPTLY

Failure to move your vehicle within 24 hours from this date and time, or within other time-lines as required on this street by the city, may result in a citation from the city or the vehicle being towed away at the owners expense.

All local ordinances and restrictions apply.

DATE:

TIME



If a vehicle has been parked here for more than 24 hours,
please call (949) 559-7870.

DRAFT

ORANGE COUNTY FREEWAY SERVICE PATROL
CURSORY INSPECTION / COMMENDATION – VIOLATION FORM

COMPANY		OPERATOR		FSP I.D. NUMBER	
TRUCK #	TRUCK LICENSE #	CALL SIGN 139 -	PHOTOS TAKEN YES <input type="checkbox"/> NO <input type="checkbox"/>		NUMBER OF PHOTOS
DATE	TIME (2400)	MILEAGE		BEAT NUMBER	
INSPECTING OFFICER	INSPECTING DAVID UNIT # 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>	LOG NUMBER (if applicable)		LOCATION	
OPERATOR		RATING		COMMENTS	
DRIVER LICENSE		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		EXPIRES:	
FSP IDENTIFICATION CARD		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
DMV CERTIFICATE (DL-64)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		TT- EXPIRES:	
MEDICAL CARD		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		EXPIRES:	
NAME TAG		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
SHAVEN / DAY AND EVENING SHIFT		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
GROOMING		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
BLACK STEEL TOE BOOTS (POLISHED)		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
VEST (NOT WORN OR DIRTY)		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
UNIFORM (CLEAN, FITTED)		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
TRUCK		RATING		COMMENTS	
VEHICLE REGISTRATION		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		EXPIRES:	
VEHICLE INSURANCE		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		EXPIRES:	
FSP RADIO		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
SHOP RADIO		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
SCANNER		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
M.D.C. (SECURED)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
FSP DROP ZONE / SOG		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
LIGHTS (FRONT, REAR, TURN, DRAG)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
EMERGENCY LIGHTS 360, DIRECTIONAL		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
MIRRORS		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
WINDSHIELD AND WIPERS		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
FLASHLIGHT W/ SPARE BATTERIES		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
SAFETY CHAINS WITH CLIPS		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
TIRE TREAD (FRONT 4/32 REAR 2/32)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		AIR PRESSURE: PASS <input type="checkbox"/> FAIL <input type="checkbox"/>	
UNDER LIFT (WORKING)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
FSP O/S SIGNS (CLEAN / GOOD REPAIR)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
CONES (6- CLEAN AND LABELED)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
FUEL UNLEADED 10 - GAL		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		CONTAINERS CLEAN: YES <input type="checkbox"/> NO <input type="checkbox"/>	
JUMPER CABLES		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
WATER 10 GAL		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		CONTAINERS CLEAN: YES <input type="checkbox"/> NO <input type="checkbox"/>	
ABSORBENT CONTAINER (FULL)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
TRASH CONTAINER (EMPTY)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
DOLLY TIRES		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		AIR PRESSURE: PASS <input type="checkbox"/> FAIL <input type="checkbox"/>	
COMPRESSOR AND ATTACHMENTS		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
FIRE EXTINGUISHER		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		CHARGED: YES <input type="checkbox"/> NO <input type="checkbox"/> / EXPIRATION DATE: /	
HYDRAULIC JACK (2 – TON)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
LUG WRENCHES STD, MET,		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
TRUCK / BED / INTERIOR		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
OVERALL RESULTS		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
COMMENTS					
OPERATOR SIGNATURE			RECOMMENDING SUPERVISOR SIGNATURE		

DRAFT



ORANGE COUNTY FREEWAY SERVICE PATROL CONTRACTOR RIDE-ALONG EVALUATION

OPERATOR'S NAME	BEAT NUMBER	FSP ID NUMBER
CONTRACTOR NAME	DATE	TIME

FSP VEHICLE APPEARANCE	COMMENDABLE <input type="checkbox"/>	EXCEEDS <input type="checkbox"/>	MEETS <input type="checkbox"/>	NEEDS IMPROVEMENT <input type="checkbox"/>
------------------------	--------------------------------------	----------------------------------	--------------------------------	--

DEFENSIVE DRIVING SKILLS	PASS	Needs Improvement	Not Observed
Operator patrols at a reasonable speed	<input type="checkbox"/>	<input type="checkbox"/>	
Operator maintains proper visual horizon	<input type="checkbox"/>	<input type="checkbox"/>	
Operator allows adequate space cushion around vehicle	<input type="checkbox"/>	<input type="checkbox"/>	
Operator avoids blind spots of surrounding vehicles	<input type="checkbox"/>	<input type="checkbox"/>	
Operator anticipates unexpected movements of surrounding vehicles	<input type="checkbox"/>	<input type="checkbox"/>	
Operator uses turn signals as necessary	<input type="checkbox"/>	<input type="checkbox"/>	
Operator turns head prior to making lane changes	<input type="checkbox"/>	<input type="checkbox"/>	
Operator uses mirrors periodically to check traffic 360°	<input type="checkbox"/>	<input type="checkbox"/>	
Operator avoids excessive speeds on transition roads and ramps	<input type="checkbox"/>	<input type="checkbox"/>	
Operator drives defensively on surface streets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator clears intersections prior to entering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EVALUATOR'S COMMENTS:

CONTACTS	PASS	Needs Improvement	Not Observed
Operator possess good powers of observation	<input type="checkbox"/>	<input type="checkbox"/>	
Operator properly uses warning lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator turns off warning lights when appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator uses four way flashers when appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator exits vehicle safely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator monitors radio traffic when outside the vehicle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator observes traffic	<input type="checkbox"/>	<input type="checkbox"/>	
Operator advised motorist not to stand in hazardous location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator advised motorist how to re-enter traffic safely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EVALUATOR'S COMMENTS:

This form is provided for contractor use, to assist in the evaluation of operators working in the FSP program.^{lix}

ATTACHMENT L

BEAT ACCOUNTABILITY / PATROL TECHNIQUES	PASS	Needs Improvement	Not Observed
Operator checked entire beat	<input type="checkbox"/>	<input type="checkbox"/>	
Operator properly tagged all vehicles left on shoulder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator monitors and answers radio calls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator uses appropriate radio codes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator clears scenes expeditiously	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator is familiar with all applicable drop locations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator practices good scene management techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EVALUATOR'S COMMENTS:			

INTERPERSONAL RELATIONS / DEMEANOR	PASS	Needs Improvement	Not Observed
Operator works well with beat Officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator is polite when conversing with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator is in charge, without being overbearing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator maintains self control under stressful situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator has good rapport with FSP Supervisors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator accepts constructive criticism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EVALUATOR'S COMMENTS:			

OCCUPATIONAL SAFETY	YES	NO	
Occupational safety was discussed with Operator	<input type="checkbox"/>	<input type="checkbox"/>	
Operator has a positive attitude about safety	<input type="checkbox"/>	<input type="checkbox"/>	
Operator has a personal commitment to work safety	<input type="checkbox"/>	<input type="checkbox"/>	
EVALUATOR'S COMMENTS:			

RIDE-ALONG SUMMARY:

SIGNATURES		
EVALUATOR SIGNATURE		DATE
FSP OPERATOR SIGNATURE	ID NUMBER	DATE

FSP 10-98 CODES

A	Assist	Another FSP Tow Operator assisted with an incident. 10-98 ADAM
AT	Assist Tow	Service truck assisting a tow truck with transport 10-98 ADAM TOM
B	Battery Service	Jump started or provided battery 10-98 BOY
CD	Clear Debris	Hazardous object / debris removed from lanes 10-98 CHARLES DAVID
CV	Clear Vehicle	Clear vehicle from lanes without towing or dragging 10-98 CHARLES VICTOR
F	Flat	Changed/repaired tire, added air, etc. 10-98 FRANK
G	Gasoline	Gasoline/diesel fuel provided / vehicle restarted 10-98 GEORGE
H	Highway Patrol	Assisted/relinquished incident to CHP 10-98 HENRY
I	Info/Assist	11-26/non-emergency stop, drives away 10-98 IDA
M	Mechanical	Repaired vehicle at scene: lock-out, electrical, etc. 10-98 MARY
N	Non 11-25 Debris	Reported 11-25 debris not a hazard upon arrival 10-98 NORA
O	Overheat	Water added, taped hose, etc. 10-98 OCEAN
P	Private Assistance	10-97 or responding FSP help is declined/CHP advised 10-98 PAUL
R	Removed Vehicle	Towed to a designated drop location 10-98 ROBERT - 1A-2: (Drop Location Code Required)
RA	Removal Assist	Tow truck providing tow service for a service truck 10-98 ROBERT ADAM
S	Service Refused	Motorist refuses assistance from FSP or to move vehicle 10-98 SAM
T	Tagged	Abandoned vehicle on right shoulder/attached FSP 422 10-98 TOM
U	Unable to Locate	Vehicle, hazard, or incident gone upon arrival 10-98 UNION

DRAFT

**Orange County Freeway Service Patrol
LATATrax Tracking and Reporting Application User Guide**

OVERVIEW





The LATATrax Freeway Service Patrol (FSP) vehicle tracking and data collection application is designed to provide near real-time vehicle location and operator status information to California Highway Patrol (CHP) dispatchers and program supervisors, so that they may effectively monitor and support Operators in the field. The application also, through Operator input, collects program service data to be used for state required reporting and to provide other program data and statistics.

The major components of a system include application servers, in-vehicle Tablet devices, internal or external GPS antennas, dispatcher console computers, supervisor console computers, contractor console computers, along with contract administration, beat segment, geo-fencing, and reporting module interfaces utilized to maintain the system.

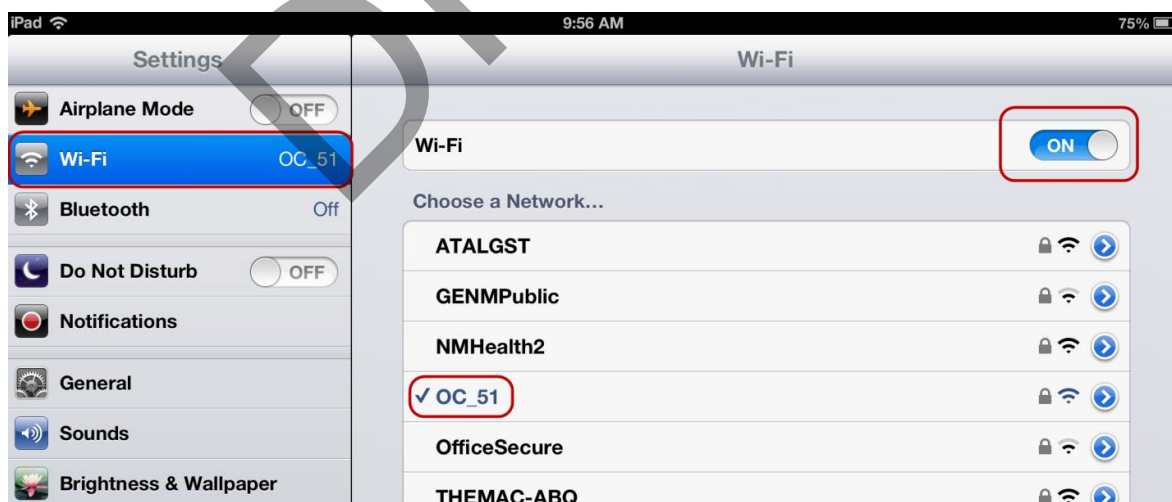
The current FSP Operator console consists of an in-vehicle Tablet device that is wirelessly connected to a web-based reporting system, through a Wi-Fi connection that is established with the on-board Controller and external multi-band antenna.


As safety is always your first priority, Operators must be aware of safety concerns associated with the use of mobile data computers, and should never attempt to utilize any Tablet while driving.

CONNECTING THE TABLET DEVICE TO THE TRUCK Wi-Fi

- (1) Start your truck
 - a. You must start your truck and allow sufficient time for the on-board computer to boot up and generate a Wi-Fi signal for your Tablet device (takes about three minutes). 
- (2) Turn on your Tablet device
 - a. You may turn on your Tablet device immediately after starting your truck, but may have to wait for a Wi-Fi signal (about three minutes or so).
- (3) Establish or verify Wi-Fi connectivity TO YOUR TRUCK
 - a. It is important that you establish a connection utilizing the Wi-Fi connection FOR YOUR TRUCK.
 - i. If your Tablet device has been connected to another truck at any time, it may remember that connection and automatically connect to the truck. This is definitely a possibility in the yard, where there may be several truck connections available.
 - b. Establish or Verify Wi-Fi Connection (Apple iPad)
 - i. Select "Settings" 
 - ii. Select "Wi-Fi" 
 - iii. Make certain that Wi-Fi is turned on 
 - iv. Choose a Network
 1. Available Wi-Fi Networks will appear on the right side of the screen. If not already selected, select the network that matches your truck Wi-Fi ID.
 - v. Enter Password
 - a. Enter the password, if you are asked for a password, then select "Join"
 - b. The current password for FSP Controllers is F5P0CT4W!F!
(Note that the 4th character is a zero, not a letter)

Look for a sticker near your FSP Radio that identifies your trucks Wi-Fi signal.
Example "OC-51"



NOTE: If your device is automatically connecting to a foreign network (not your truck), you may ask the device to "forget" the connection by selecting the network (blue arrow ) and selecting "Forget This Network".

LOGGING ON TO THE LATATrax APPLICATION

INITIATING Wi-Fi CONNECTIVITY

Please see “Establish Wi-Fi Connectivity” if more detailed instructions are needed

- 1) Start your truck
- 2) Turn on your Tablet device
- 3) Establish or verify Wi-Fi connectivity TO YOUR TRUCK
 - a) You must be connected through a LATA Controller (installed in FSP trucks) in order to logon to the system.
 - b) You must be logged on through YOUR TRUCK in order to maintain a Wi-Fi connection throughout your shift.
 - i) If you were able to logon in the yard, but no longer have a connection after leaving the yard, check your connection to see that you are/were connected to the correct truck
- 4) Open The Tablet Web Browser
 - a) For iPad Tablets, use Google Chrome
 - b) For Samsung Galaxy Tablets, use the native Google browser provided with your tablets operating system (it is already a Google browser).

IMPORTANT NOTE: Your truck must be running and your Tablet must be connected to the Wi-Fi network before initiating any change in status (log on, roll out, on patrol, on incident, on break, off break, on lunch, off lunch, roll in, log off)

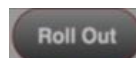
LOGGING ON TO THE LATATrax SYSTEM^{lx}

- 5) Enter 38.124.164.211:9007/tabletclient/logon.html into the browser address bar (then press “go”)

- 6) Enter your FSP ID number (include any dashes, if any)
- 7) Enter your password
- 8) Select your beat assignment
- 9) Press “Logon”
- a) You will be presented with various options immediately after logging on.

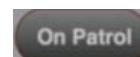
ROLLING OUT FROM THE YARD

- 10) Select “Roll Out” when leaving the yard.



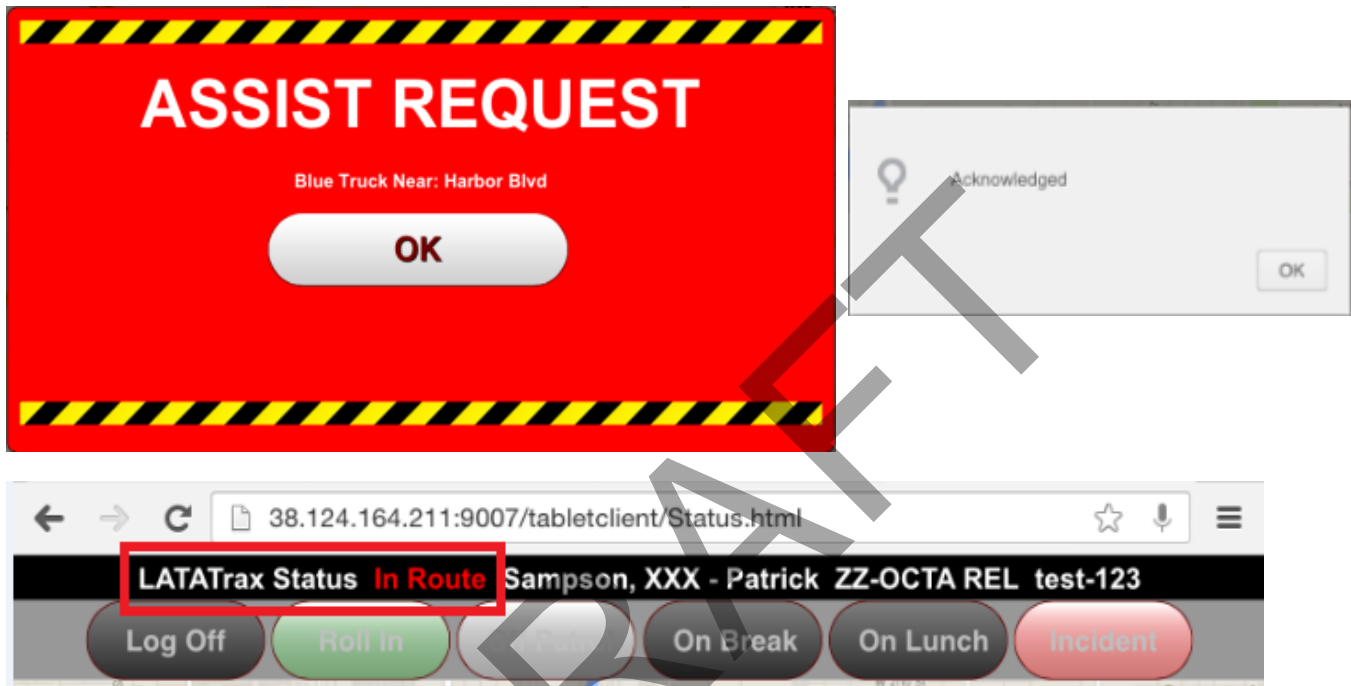
STARTING PATROL / STARTING SHIFT

- 11) Select “On Patrol” when on your beat, ready to start your shift.



RECEIVING AND ACKNOWLEDGING AN ASSIST REQUEST

- 12) Assist requests (dispatched calls) may be sent through the LATATrax system by CHP dispatchers or program supervisors.
- After noting the assist location, select “OK” in the Assist Request pop-up box.
 - You will receive an “Acknowledged” box that you must clear (click “OK”).
 - You will be placed into a status of “In Route”



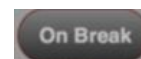
ARRIVING AT AN INCIDENT (Initiating an incident/assist)

- 13) Select “Incident” if you have been dispatched a call,
- See Entering an Incident documentation for additional information.



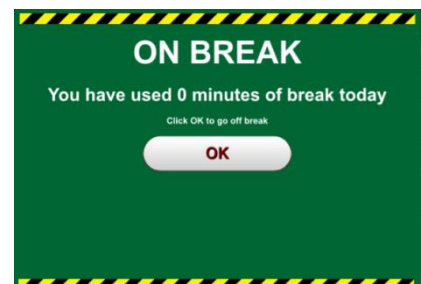
TAKING A BREAK

- 14) Select “On Break” to start your break and change your status to “On Break”. A count-down timer will start, counting down the time on break. The “On Break” button should be used for any time that an operator takes a break, regardless of duration.



- It is important to note that you must be sure that you are connected to your trucks Wi-Fi signal before selecting “OK” on your Tablet.

- 15) Select “OK” in the On Break box to return from break.



TAKING A LUNCH (If Scheduled For a Lunch Break)

16) Select "On Lunch" to start your break time. A count-down timer will start, counting down the time on lunch.

- a) It is important to note that you must be sure that you are connected to your trucks Wi-Fi signal before selecting "OK" on your Tablet.

17) Select "OK" in the On Lunch box to return from lunch

**ROLLING IN** (ending beat shift assignment)

18) Select "Roll In" to end your beat assignment, and indicate that you are traveling back to the yard.

**LOGGING OFF**

19) Once back at the yard, select "Log Off" BEFORE shutting off your vehicle.




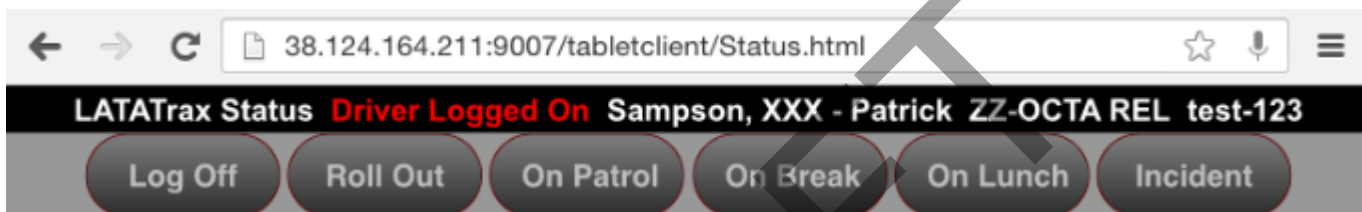
ENTERING AN INCIDENT / POSTING INCIDENT DATA

IMPORTANT NOTE

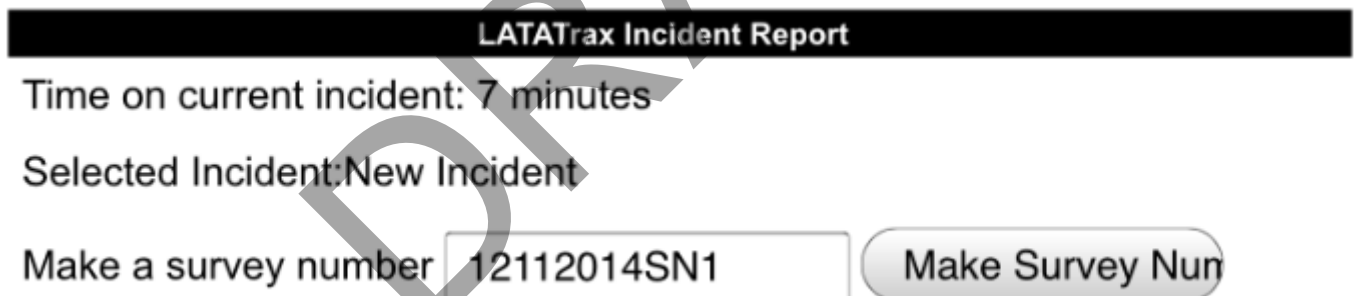
Your truck must be running and your Tablet must be connected to your trucks Wi-Fi network before logging on or initiating any change in status (log on, roll out, on patrol, on incident, on break, off break, on lunch, off lunch, roll in, log off)

INITIATING ASSIST

- 1) Make certain that your Tablet is connected to the Wi-Fi network before initiating a change in status
 - a) Check for Wi-Fi Signal Bars in the top-left corner of your screen 



- 2) From "On Patrol" status, Select "Incident"
 - a) A countdown timer will begin, to help you keep track of the time spent on the assist.



- 3) Before leaving your vehicle, generate a survey number for each vehicle you will be contacting/assisting.
 - a) You may select "Make Survey Number" as many times as necessary, to generate a survey number for each vehicle you will be contacting/assisting.
 - b) Note each survey number on a customer brochure, which you will hand to the motorist(s) as part of your standard greeting.
- 4) Make contact with the motorist(s) and initiate assist.

ENTERING ASSIST DATA

After completing assist, make certain that your truck is in a safe location before entering assist data.

5) Enter Incident Information

- a) Enter Incident Type
- b) Enter Traffic Speed
- c) Enter Services Rendered^{lxi}

- i) It is important to accurately capture service provided in a consistent manner, without overstating the service provided.

- (1) Information Assist - It is assumed that operators will provide a brochure, business card, and information as part of every assist. Information Assist (IDA) should only be used if that is the only service that was provided. Examples would be when an operator encounters an occupied vehicle on the side of the roadway that is using the telephone, looking for directions, or otherwise not in need of assistance.
- (2) Private Assistance – Only use if no other service is provided. If a customer chooses to wait for private assistance for a tow after FSP service has been provided, log only the service provided. Note in the comment section of the assist that the customer chose to wait for private assistance for additional service. NOTE: Operators should always offer to tow the vehicle off the freeway where private assistance may provide additional assistance, even if the customer indicates that they have already called for private assistance.
- (3) CHP Assist – Only use CHP assist if it is the only service provided. Do not add CHP Assist if other services were provided.
- (4) Services ending in a Tow – When providing services that end in a tow, only report the highest level of service provided (which would be the tow). If for safety reasons it is necessary to tow the vehicle to a safe location in order to provide service, and service is provided after the tow, report both the tow and the additional service. Note that the vehicle was towed before providing service for safety reasons in the comment section of the assist.

- d) Enter Customer Wait Time

Incident Information

Incident Type 1126 (Disabled Vehicle)

Traffic Speed FST

Select Services Rendered

- ☐ A (ADAM / Assist)
- ☐ B (BOY / Battery / Jump-start)
- ☐ CD (CHARLES-DAVID / Clear debris)
- ☐ CV (CHARLES-VICTOR / Clear Vehicle)
- ☐ CHPC (CHP Contact)
- ☐ CI (Cursory Inspection)
- ☐ E (ERANK / Flat tire)

Customer Wait Time 0

6) Enter Location Information

- a) Enter Freeway
- b) Enter Direction of Travel
- c) Enter Vehicle Position
- d) Enter Location

Location Information

Freeway 40 Freeway Direction N Vehicle Position

RGT

Location AT Cross Street

7) Enter Vehicle Information. You will be able to add vehicles at the end of the entry process, by posting another assist

- a) Enter Vehicle Make
- b) Enter Vehicle Type
- c) Enter Vehicle Color
- d) Enter License Plate Number
- e) Enter License Plate State

Vehicle Information

Make Type

Color

Plate State

9) Enter Tow Information (if vehicle is towed)

- a) Enter Starting Odometer
- b) Enter Ending Odometer
- c) Enter Tow Location (default setting for assist data is "Not Towed")
- d) Enter Drop Zone Number Where Vehicle Was Dropped

Tow Information

StartOD

EndOD

Tow Location

Drop Zone

10) Enter Customer Information

- a) Enter Tip and Tip Detail (if there is a tip) NOTE: Operators should deny any tip offered from a customer however, if a customer insists, the operator must report the tip and turn the tip in.
- b) Enter the customer last name if towed or transported.

Customer Information

Tip Tip Detail

Customer Last Name

11) Enter Other Information

- a) Enter any CHP log number that may be associated with the incident
- b) If a dispatched call, enter the time that the call was received (if not dispatched through LATATrax).

NOTE: If dispatched through LATATrax, the correct dispatch time should already be present.

- c) Enter incident/assist comments as appropriate

d) Select "Save"


Other

Log Number

Dispatch Date/Time (MM/DD/YYYY HH:MM am/pm)

Comments


e) If more than one vehicle is assisted as part of the incident, select "Yes" to post another assist, otherwise select "No"

 Post another assist?

After posting assist information you will be returned to a status of "On patrol"

DOCUMENTING A CHP CONTACT OR CURSORY INSPECTION

When contacted in the field by CHP Program Supervisors (David Units), initiate an incident as follows:

- 1) Make certain that your Tablet is connected to the Wi-Fi network before initiating a change in status
 - a) Check for Wi-Fi Signal Bars in the top-left corner of your screen 



- 2) From "On Patrol" status, Select "Incident"
- 3) Enter incident type as CHPC (CHP Contact)
- 4) Enter services rendered as "CHPC" for CHP Contact, or "CI" for Cursory Inspection

Incident Information

Incident Type **CHPC (CHP Contact)**

Traffic Speed **FST**

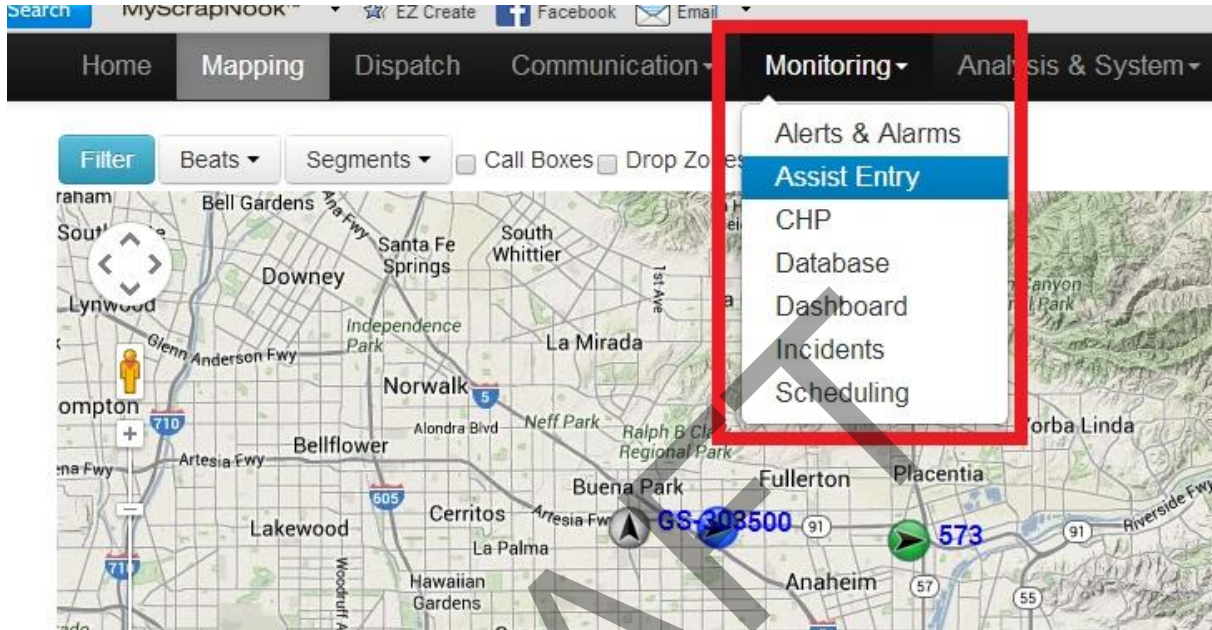
Select Services Rendered

<input type="checkbox"/>	CD (CHARLES-DAVID / Clear debris)
<input type="checkbox"/>	CV (CHARLES-VICTOR / Clear Vehicle)
<input checked="" type="checkbox"/>	CHPC (CHP Contact)
<input checked="" type="checkbox"/>	CI (Cursory Inspection)
<input type="checkbox"/>	F (FRANK / Flat tire)
<input type="checkbox"/>	G (GEORGE / Gasoline)
<input type="checkbox"/>	H (HENRY / Highway Patrol)

- 5) Enter the officer ID in the license plate field (Example "David 1")
- 6) When returning on patrol, select "Post"

Entering Manually Collected Service Data

- 1) Log in to the LATATrax monitoring application located at <http://www.latatrax.com/octafsp/>.
- 2) Select “Assist Entry” within the Monitoring parent menu.



- 3) Enter manually collected assist data as outlined in the assist entry screen.

Home Mapping Dispatch Communication Monitoring Analysis & System

Assist Entry Screen

Service Date: 02/10/2014 Dispatch Time: 13.43 Assist Start Time: 13.43 Assist End Time: 13.43

Drivers: --Select-- Contractors: --Select-- Vehicles: --Select-- Beat Numbers: --Select--

Incident Information

Incident Type: --Select-- Traffic Speed: --Select-- Customer Wait Time: 0

Select Services Rendered

- ☐ A (ADAM / Assist)
- ☐ B (BOY / Battery / Jump-start)
- ☐ CD (CHARLES-DAVID / Clear debris)
- ☐ CV (CHARLES-VICTOR / Clear Vehicle)
- ☐ CHPC (CHP Contact)
- ☐ CI (Cursory Inspection)
- ☐ F (FRANK / Flat tire)
- ☐ G (GEORGE / Gasoline)
- ☐ H (HENRY / Highway Patrol)
- ☐ I (IDA / Info / Assist)
- ☐ M (MARY / Mechanical)
- ☐ N (NORA / Non 1125 Debris)

3A

- 4) After entering the assist information, click “Submit”

Customer Information

Tip Tip Detail Customer Last Name

Other

Log Number

Comments

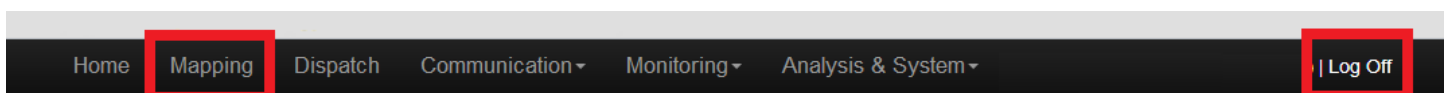
Submit

© 2014 - LATA

- a) After submitting, you will receive a confirmation message (Click “OK”)



- b) If you receive an error message, please correct errors and re-submit.
- c) After receiving a confirmation message, you may continue entering assist records.
- 5) After entering all assist records, you may click on the “Mapping” tab to exit the assist entry screen and return to the map, or may click on “Log Off” to log out of the system.



Assist Entry Screen

SOG MAJOR CHANGE END NOTES

- ⁱ Changed to Standard Operating Guidelines January 2018
- ⁱⁱ Operator Acknowledgment of Inspection and Search added January 2017.
- ⁱⁱⁱ Release to Use Images and Media added January 2018.
- ^{iv} Inserted Signature Page February 2015.
- ^v Modified to Standard Operating Guidelines (SOG) January 2018
- ^{vi} Appeals process moved from 6.1 overview to its own section 6.6. Disqualification moved to 6.7, 6.7 Complaint Process moved to 6.8. January 2018
- ^{vii} Beat Guides included in SOG Starting January 2017
- ^{viii} Added 511/Go 511 information January 2018
- ^{ix} Termination modified to disqualification for all references relating to termination from the program February 2015.
- ^x Added tow operators are employees of the contracted tow company to avoid any potential confusion January 2018.
- ^{xi} 1-3 – Deleted conduct ride-along evaluation of operators from CHP section January 2016.
- ^{xii} 2.1 – Added language that one member of key personnel must maintain FSP certification and clarified expectations for quarterly attendance training for key personnel February 2015.
- ^{xiii} 1.5 – Added Tow Vehicle Equipment and Supply language from OCTA agreements to the SOG – January 1, 2019.
- ^{xiv} 2.6 – Added recommended practices and notification requirements for subcontracting service January 1, 2018
- ^{xv} 2.11.2 - Added clarifying language that shift would be considered open if more than 30 minutes late, constituting missed service and a triple dock February 2015.
- ^{xvi} 2.14 - Language added to address fueling vehicles during service.
- ^{xvii} 3.1.3 – Modified employment to participate February, 2015
- ^{xviii} 3.2 – Modified from four to five areas, to include a tire change test February 2015.
- ^{xix} 3.3 – Included specific notification requirements for missing and making up training January 1, 2018.
- ^{xx} 3.7 - Modified employment to qualification and employed to qualified in this section 2/9/15.
- ^{xxi} 4.2.C - Specific language relating to safety vest being zipped added in February 2014.
- ^{xxii} 4.3.1 – Added clarifying language “prior to the start of their FSP shift” January 2017
- ^{xxiii} 4.1 - Employment modified to qualification 2/9/15
- ^{xxiv} 5.1 - Deleted “or employment” 2/9/15
- ^{xxv} 5.2 - Deleted “and employment” 2/9/15
- ^{xxvi} 5.2.1 – Specific language related to not suggesting that parties exchange information added in February 2014.
- ^{xxvii} 5.2.N – Consolidated to include right shoulder and center median into one item. Modified language from not allowed to allowed with specific approval pursuant to AB 198 that became effective January 1, 2016 allowing tow operators to utilize the shoulder and median with specific approval 1/1/2016.
- ^{xxviii} 5.4 - Employment modified to duties 2/9/15
- ^{xxix} 5.5 – Clarified to include e-cigarette, vaping, and other similar products and devices. January 2017
- ^{xxx} 5.6 – Modified to include other electronic devices January 2017.
- ^{xxxi} 5.10 – Modified to specify pre-shift staging area February 2015.
- ^{xxxii} 5.22 – Modified to specifically require CHP Dispatch or FSP Supervisor approval February 2015.
- ^{xxxiii} 5-26 – Modified phone usage from while driving to while on duty January 1, 2018.
- ^{xxxiv} 5.33 – Added DL51 Medical Examiners Certificate January 2017.
- ^{xxxv} 6.8 – Removed language related to activating emergency warning lights while removing debris February 2015.
- ^{xxxvi} 6.6.2b – Modified language to allow the limited use of overhead and emergency (hazard) lights January 2018.
- ^{xxxvii} 2.2.d – Added that operators are encouraged to use company tools that are known to be reliable January 1, 2018.
- ^{xxxviii} 6.5.2 - Employment modified to duties 2/9/15
- ^{xxxix} 6.9.7 – Modified and added Flammable Material and Explosive Device language 1/1/2016
- ^{xl} 6.10 – Added requirement for operator to provide company contact information should they damage a motorist vehicle. January 2018 added damage occurring while on scene regardless of fault language.
- ^{xli} 6.16 – Added language to address AB 198 and CVC 21719 which becomes effective January 1, 2016, 1/1/2016.
- ^{xlii} 6.18 – Added language to address service animals. Primary references include www.ada.gov and www.dfeh.ca.gov verified to be current and accurate as of 7/18/15. Added to SOG 1/1/2016.
- ^{xliii} 6.19 – Added language to address comfort animals 1/1/2016.
- ^{xliv} 6.20 – Added Unusual Incident language 1/1/2018.
- ^{xlv} 7.3.4 - Specific requirement for 2” Ratchet Safety Straps for securing vehicle to tow dolly added September 2014.
- ^{xlvi} 7.6.4 – Added “or to otherwise slow or impede the flow of traffic” language 1/1/2017
- ^{xlvii} 8.5 – Specified and defined curb weight for maximum towing weight January 2018.
- ^{xlviii} 8.7 - Requirement changed from “Motorcycle Strap” to 2” Ratchet Safety Strap September 2014.
- ^{xlix} 13.4 - Employee modified to person 2/9/15

-
- ⁱ 13.5 - The work employment benefit has been modified to read benefits 2/9/15.
 - ⁱⁱ 14.3 - Employee modified to representative 2/9/15.
 - ⁱⁱⁱ 15.1.4.3 - Employee modified to operator 2/9/15.
 - ⁱⁱⁱⁱ 16.4 – FSP Trucks Not Insured moved to Major 1/1/2016
 - ^{lv} 16.4 - Falsifying information moved from moderate violation to major violation February 2015.
 - ^{lv} 16.5.b – Modified to two in 2 years January 2017.
 - ^{lvi} 16.5.c – Modified to three in 3 years January 2017.
 - ^{lvii} 16.6 - Appeals process moved from 6.1 overview to its own section 6.6. Appeals submission requirement changed from 30 days to 10 days. Added language requiring specifically stating the basis for the request for appeal and an Administrative review. 6.6 Disqualification moved to 6.7, 6.7 Complaint Process moved to 6.8. January 2018
 - ^{lviii} 16.7 - Employment modified to program disqualification 2/9/15

 - ^{lix} Attachment L – Specified that form is provided for contractor use January 2017.
 - ^{lx} Attachment N - Driver screen information updated to reflect changes in the driver entry screens February 2015.
 - ^{lxi} Attachment N – Overstating assist language added January 2017

DRAFT

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

FREEWAY SERVICE PATROL SERVICES

Pricing Instructions:

The Offeror must submit this Exhibit B, Price Summary Sheet, **as a separate sealed package from the proposal**. No information regarding pricing shall be mentioned anywhere in the proposal content.

The Offeror shall provide a firm-fixed hourly rate, specifying a price per revenue vehicle hour (RVH) to perform all the work specified in the Exhibit A, Scope of Services. RVH is calculated as the time within the scheduled service hours that the Freeway Service Patrol (FSP) vehicle is actually in service performing FSP work. RVH does not include deadhead time to or from the beat area, meal period breaks, vehicle breakdowns, or any other time that a vehicle is not actively patrolling its assigned beat area within scheduled beat hours.

RVH rates will be applied for each quarter based on the previous quarter's average cost of fuel, as reported by the United States Energy Information Administration (EIA), All Grades – Reformulated Areas, for the Los Angeles area. Additional information about EIA is available at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_y05la_m.htm

Pricing forms must be completed and properly filled out in order to be deemed responsive. The proposed price should include all service costs. The firm fixed-hourly rate should be inclusive of all Offeror's direct, indirect, capital and operating costs, profit, and any other costs related to FSP. These may include but not be limited to the following potential cost items, which the Offeror may consider in developing their firm-fixed revenue vehicle hourly rate.

The following example items are illustrative of costs that may be incurred during the normal course of providing FSP service. Offerors must determine appropriate pricing based on their own methods for recovering costs.

Vehicle Cost

- Cost of FSP tow trucks, support vehicles, or other vehicles (finance charges if applicable, fuel, maintenance, insurance, etc.) over contract term. Escalation in market fuel costs during the entire contract period of performance shall not be subject to any adjustments in the Offeror's hourly "base unit rate."
- FSP Equipment (requirements list), shop radio/communications, tablet data device

Labor Cost

- Operator/supervisor/manager/maintenance/dispatcher labor (normal wages, overtime, Pension/vacation/sick benefits, workers comp, social security)
- Travel/preparation costs (pre-op inspections, time to get to staging area, time to return to tow yard, etc.)

Facility / Business Cost

- Lot/Building (office equipment, insurance, computer, supplies, etc.)
- Permits, Licenses, Fees, Registrations,
- Workers' Comp/ Liability Insurance
- Profit/ Risk & Liability trend assumptions over life of contract

FSP Program Cost

- Administration (form submittal, documentation maintenance, etc.)
- FSP supplies (raingear, uniforms, safety boots, safety vests, etc.)
- Operator training fees (proficiency, background, initial operator) and attendance (refresher)
- Fuel to be used for stranded motorists, etc.

Please refer to Exhibit A, Scope of Services to ensure that all possible costs are covered in the proposed pricing. Proposed firm-fixed rates also includes profit margin as well as, capital and other costs associated with the single back-up tow truck per service area requirement. **Also include all costs associated with having all trucks ready with communications equipment installation within the time frame described in Exhibit A, Scope of Services.**

SERVICE AREA 2
PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 7-2155
FREEWAY SERVICE PATROL (FSP) SERVICES

SERVICE AREA: 2

PRIMARY LOCATION: SR-91

TOTAL # OF TRUCKS: 4 TOW TRUCKS & 1 BACK-UP TOW TRUCK

INSTRUCTIONS: On this form, please propose the firm-fixed rate that the Authority would be charged per revenue vehicle hour (RVH) for the services outlined in the Scope of Services presented in Exhibit A of this RFP. The RVH rate will be reviewed every quarter and invoices will be approved at the rates listed below. No other changes will be allowed to the RVH rate. Prices quoted shall be firm for the life of the contract. The RVH rates quoted shall include all direct costs, indirect costs, and profit.

Please provide price per RVH to provide Freeway Service Patrol for Service Area 2.

Beats 914, 915, 916 (PER ATTACHMENT A)

RVH Rate

- | | | |
|----|--|--------------|
| 1. | If fuel costs between \$1.00 - \$2.00/gallon | \$ _____/RVH |
| 2. | If fuel costs between \$2.01 - \$3.00/gallon | \$ _____/RVH |
| 3. | If fuel costs between \$3.01 - \$4.00/gallon | \$ _____/RVH |
| 4. | If fuel costs between \$4.01 - \$5.00/gallon | \$ _____/RVH |
| 5. | If fuel costs between \$5.01 - \$5.00/gallon | \$ _____/RVH |
| 6. | If fuel costs between \$6.01 - \$7.00/gallon | \$ _____/RVH |

Beat 551 Until November 21, 2020 (PER ATTACHMENT A)

RVH Rate

- | | | |
|----|--|--------------|
| 1. | If fuel costs between \$1.00 - \$2.00/gallon | \$ _____/RVH |
| 2. | If fuel costs between \$2.01 - \$3.00/gallon | \$ _____/RVH |
| 3. | If fuel costs between \$3.01 - \$4.00/gallon | \$ _____/RVH |
| 4. | If fuel costs between \$4.01 - \$5.00/gallon | \$ _____/RVH |
| 5. | If fuel costs between \$5.01 - \$5.00/gallon | \$ _____/RVH |
| 6. | If fuel costs between \$6.01 - \$7.00/gallon | \$ _____/RVH |

Beat 556 (PER ATTACHMENT A)

RVH Rate

- | | | |
|----|--|--------------|
| 1. | If fuel costs between \$1.00 - \$2.00/gallon | \$ _____/RVH |
| 2. | If fuel costs between \$2.01 - \$3.00/gallon | \$ _____/RVH |
| 3. | If fuel costs between \$3.01 - \$4.00/gallon | \$ _____/RVH |
| 4. | If fuel costs between \$4.01 - \$5.00/gallon | \$ _____/RVH |
| 5. | If fuel costs between \$5.01 - \$5.00/gallon | \$ _____/RVH |
| 6. | If fuel costs between \$6.01 - \$7.00/gallon | \$ _____/RVH |

Beat 555 (PER ATTACHMENT A)

RVH Rate

- | | | |
|----|--|--------------|
| 1. | If fuel costs between \$1.00 - \$2.00/gallon | \$ _____/RVH |
| 2. | If fuel costs between \$2.01 - \$3.00/gallon | \$ _____/RVH |
| 3. | If fuel costs between \$3.01 - \$4.00/gallon | \$ _____/RVH |
| 4. | If fuel costs between \$4.01 - \$5.00/gallon | \$ _____/RVH |
| 5. | If fuel costs between \$5.01 - \$5.00/gallon | \$ _____/RVH |
| 6. | If fuel costs between \$6.01 - \$7.00/gallon | \$ _____/RVH |

Beat 922 (PER ATTACHMENT A)

RVH Rate

- | | | |
|----|--|--------------|
| 1. | If fuel costs between \$1.00 - \$2.00/gallon | \$ _____/RVH |
| 2. | If fuel costs between \$2.01 - \$3.00/gallon | \$ _____/RVH |
| 3. | If fuel costs between \$3.01 - \$4.00/gallon | \$ _____/RVH |
| 4. | If fuel costs between \$4.01 - \$5.00/gallon | \$ _____/RVH |
| 5. | If fuel costs between \$5.01 - \$5.00/gallon | \$ _____/RVH |
| 6. | If fuel costs between \$6.01 - \$7.00/gallon | \$ _____/RVH |

NOTE: Offeror's should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals, deadhead, etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of RFP 7-2155 and Addenda No. (s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATOR'S NAME AND TITLE _____

DATE SIGNED _____

BUSINESS LICENSE #: _____ LICENSE CLASSIFICATION _____

(Service Area 2)

SERVICE AREA 4
PRICE SUMMARY SHEET

FREEWAY SERVICE PATROL (FSP) SERVICES

SERVICE AREA: 4

PRIMARY LOCATION: I-405

TOTAL # OF TRUCKS: 3 TOW TRUCKS & 1 BACK-UP TOW TRUCK

INSTRUCTIONS: On this form, please propose the firm-fixed rate that the Authority would be charged per revenue vehicle hour (RVH) for the services outlined in the Scope of Services presented in Exhibit A of this RFP. The RVH rate will be reviewed every quarter and invoices will be approved at the rates listed below. No other changes will be allowed to the RVH rate. Prices quoted shall be firm for the life of the contract. The RVH rates quoted shall include all direct costs, indirect costs, and profit.

Please provide price per RVH to provide Freeway Service Patrol for Service Area 4.

Beats 405, 406, 407 (PER ATTACHMENT A)

RVH Rate

1.	If fuel costs between \$1.00 - \$2.00/gallon	\$_____ /RVH
2.	If fuel costs between \$2.01 - \$3.00/gallon	\$_____ /RVH
3.	If fuel costs between \$3.01 - \$4.00/gallon	\$_____ /RVH
4.	If fuel costs between \$4.01 - \$5.00/gallon	\$_____ /RVH
5.	If fuel costs between \$5.01 - \$5.00/gallon	\$_____ /RVH
6.	If fuel costs between \$6.01 - \$7.00/gallon	\$_____ /RVH

Beat 401 (PER ATTACHMENT A)

RVH Rate

- | | | |
|----|--|--------------|
| 1. | If fuel costs between \$1.00 - \$2.00/gallon | \$ _____/RVH |
| 2. | If fuel costs between \$2.01 - \$3.00/gallon | \$ _____/RVH |
| 3. | If fuel costs between \$3.01 - \$4.00/gallon | \$ _____/RVH |
| 4. | If fuel costs between \$4.01 - \$5.00/gallon | \$ _____/RVH |
| 5. | If fuel costs between \$5.01 - \$5.00/gallon | \$ _____/RVH |
| 6. | If fuel costs between \$6.01 - \$7.00/gallon | \$ _____/RVH |

NOTE: Offerors should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals, deadhead, etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of 7-2155 and Addenda No. (s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATOR'S NAME AND TITLE _____

DATE SIGNED _____

BUSINESS LICENSE #: _____

LICENSE CLASSIFICATION _____

(Service Area 4)

**SERVICE AREA 7
PRICE SUMMARY SHEET**

FREEWAY SERVICE PATROL (FSP) SERVICES

SERVICE AREA: 7

PRIMARY LOCATION: I-5

TOTAL # OF TRUCKS: 3 TOW TRUCKS & 1 BACK-UP TOW TRUCK

INSTRUCTIONS: On this form, please propose the firm-fixed rate that the Authority would be charged per revenue vehicle hour (RVH) for the services outlined in the Scope of Services presented in Exhibit A of this RFP. The RVH rate will be reviewed every quarter and invoices will be approved at the rates listed below. No other changes will be allowed to the RVH rate. Prices quoted shall be firm for the life of the contract. The RVH rates quoted shall include all direct costs, indirect costs, and profit.

Please provide price per RVH to provide Freeway Service Patrol for Service Area 7.

Beats 504, 505, 506 (PER ATTACHMENT A)

RVH Rate

1.	If fuel costs between \$1.00 - \$2.00/gallon	\$ _____/RVH
2.	If fuel costs between \$2.01 - \$3.00/gallon	\$ _____/RVH
3.	If fuel costs between \$3.01 - \$4.00/gallon	\$ _____/RVH
4.	If fuel costs between \$4.01 - \$5.00/gallon	\$ _____/RVH
5.	If fuel costs between \$5.01 - \$5.00/gallon	\$ _____/RVH
6.	If fuel costs between \$6.01 - \$7.00/gallon	\$ _____/RVH

Beats 513 (PER ATTACHMENT A)

RVH Rate

1.	If fuel costs between \$1.00 - \$2.00/gallon	\$ _____/RVH
2.	If fuel costs between \$2.01 - \$3.00/gallon	\$ _____/RVH
3.	If fuel costs between \$3.01 - \$4.00/gallon	\$ _____/RVH
4.	If fuel costs between \$4.01 - \$5.00/gallon	\$ _____/RVH
5.	If fuel costs between \$5.01 - \$5.00/gallon	\$ _____/RVH
6.	If fuel costs between \$6.01 - \$7.00/gallon	\$ _____/RVH

NOTE: Offeror's should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals, deadhead, etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of 7-2155 and Addenda No. (s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATOR'S NAME AND TITLE _____

DATE SIGNED _____

BUSINESS LICENSE #: _____ LICENSE CLASSIFICATION _____

(Service Area 7)

**SERVICE AREA 9
PRICE SUMMARY SHEET**

FREEWAY SERVICE PATROL (FSP) SERVICES

SERVICE AREA: 9

PRIMARY LOCATION: SR-57

TOTAL # OF TRUCKS: 4 TOW TRUCKS & 1 BACK-UP TOW TRUCK

INSTRUCTIONS: On this form, please propose the firm-fixed rate that the Authority would be charged per revenue vehicle hour (RVH) for the services outlined in the Scope of Services presented in Exhibit A of this RFP. The RVH rate will be reviewed every quarter and invoices will be approved at the rates listed below. No other changes will be allowed to the RVH rate. Prices quoted shall be firm for the life of the contract. The RVH rates quoted shall include all direct costs, indirect costs, and profit.

Please provide price per RVH to provide Freeway Service Patrol for Service Area 9.

Beats 570, 571, 572 (PER ATTACHMENT A)

RVH Rate

- | | | |
|----|--|--------------|
| 1. | If fuel costs between \$1.00 - \$2.00/gallon | \$_____ /RVH |
| 2. | If fuel costs between \$2.01 - \$3.00/gallon | \$_____ /RVH |
| 3. | If fuel costs between \$3.01 - \$4.00/gallon | \$_____ /RVH |
| 4. | If fuel costs between \$4.01 - \$5.00/gallon | \$_____ /RVH |
| 5. | If fuel costs between \$5.01 - \$5.00/gallon | \$_____ /RVH |
| 6. | If fuel costs between \$6.01 - \$7.00/gallon | \$_____ /RVH |

Beat 552 Until November 21, 2020 (PER ATTACHMENT A)

RVH Rate

- | | | |
|----|--|--------------|
| 1. | If fuel costs between \$1.00 - \$2.00/gallon | \$_____ /RVH |
| 2. | If fuel costs between \$2.01 - \$3.00/gallon | \$_____ /RVH |
| 3. | If fuel costs between \$3.01 - \$4.00/gallon | \$_____ /RVH |
| 4. | If fuel costs between \$4.01 - \$5.00/gallon | \$_____ /RVH |
| 5. | If fuel costs between \$5.01 - \$5.00/gallon | \$_____ /RVH |
| 6. | If fuel costs between \$6.01 - \$7.00/gallon | \$_____ /RVH |

Beats 573 Start November 21, 2020 (PER ATTACHMENT A)

RVH Rate

1.	If fuel costs between \$1.00 - \$2.00/gallon	\$ _____/RVH
2.	If fuel costs between \$2.01 - \$3.00/gallon	\$ _____/RVH
3.	If fuel costs between \$3.01 - \$4.00/gallon	\$ _____/RVH
4.	If fuel costs between \$4.01 - \$5.00/gallon	\$ _____/RVH
5.	If fuel costs between \$5.01 - \$5.00/gallon	\$ _____/RVH
6.	If fuel costs between \$6.01 - \$7.00/gallon	\$ _____/RVH

NOTE: Offeror's should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals, deadhead, etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of 7-2155 and Addenda No. (s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATOR'S NAME AND TITLE _____

DATE SIGNED _____

BUSINESS LICENSE #: _____

LICENSE CLASSIFICATION _____

(Service Area 9)

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-7-2155**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this _____ day of _____, 2018, by and
7 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
8 California 92863-1584, a public corporation of the state of California (hereinafter referred to as
9 "AUTHORITY"), and _____, (hereinafter referred to as "CONTRACTOR").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide continuous
12 freeway patrol on certain Orange County Freeways; and

13 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

14 **WHEREAS**, CONTRACTOR has represented that it has the requisite personnel and experience,
15 and is capable of performing such services; and

16 **WHEREAS**, CONTRACTOR wishes to perform these services;

17 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONTRACTOR
18 as follows:

19 **ARTICLE 1. COMPLETE AGREEMENT**

20 A. This Agreement, including all exhibits and documents incorporated herein and made
21 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
22 this Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations,
23 understandings and communications. The invalidity in whole or in part of any term or condition of this
24 Agreement shall not affect the validity of other terms or conditions.

25 B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's
26 performance of any terms or conditions of this Agreement shall not be construed as a waiver or

1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
2 conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect.
3 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
4 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
5 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

6 **ARTICLE 2. AUTHORITY DESIGNEE**

7 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and
8 exercise any of the rights of AUTHORITY as set forth in this Agreement.

9 **ARTICLE 3. SCOPE OF SERVICES**

10 A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to
11 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Services," attached to and, by this
12 reference, incorporated in and made a part of this Agreement. All services shall be provided at the times
13 and places designated by AUTHORITY.

14 B. CONTRACTOR shall provide the personnel listed below to perform the above-specified
15 services, which persons are hereby designated as key personnel under this Agreement.

16 **Names**

Functions

17
18
19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function
23 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
24 the services of any key person become no longer available to CONTRACTOR, the resume and
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence on December 1, 2018 and shall continue in full force and effect through November 30, 2023, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY shall pay CONTRACTOR in accordance with the following provisions.

B. CONTRACTOR agrees to provide all personnel, facilities, effort, materials and equipment required to complete, to the full satisfaction of AUTHORITY and the State of California Department of Transportation (hereinafter referred to as "CALTRANS"), and the California Highway Patrol (hereinafter referred to as "CHP"), all the work described in the Scope of Services. The AUTHORITY's Project Manager will review the fuel prices every quarter. Vehicle service hour ("VSH") rates will remain firm for three (3) months at a time; and AUTHORITY agrees to pay CONTRACTOR as per the following fixed hourly rates for the services;

SERVICE AREA #: _____

- | | | |
|----|--|--------------|
| 1. | If fuel costs between \$2.00 - \$3.00/gallon | \$_____ /VSH |
| 2. | If fuel costs between \$3.01 - \$4.00/gallon | \$_____ /VSH |
| 3. | If fuel costs between \$4.01 - \$5.00/gallon | \$_____ /VSH |
| 4. | If fuel costs between \$5.01 - \$6.00/gallon | \$_____ /VSH |
| 5. | If fuel costs between \$6.01 - \$7.00/gallon | \$_____ /VSH |
| 6. | If fuel costs between \$7.01 - \$8.00/gallon | \$_____ /VSH |

C. Reimbursement: AUTHORITY shall reimburse CONTRACTOR on an hourly basis in accordance with the CHP monthly billing statement for services rendered during the hours of operation

1 less any penalties listed on the CHP monthly billing statement. Actual costs shall not exceed the hourly
2 rates set forth in this Article for the duration of this Agreement. Overtime policy shall be subject to prior
3 approval by the CHP. CHP shall document all overtime requests. Overtime shall be reimbursed at the
4 straight time rates and paid in quarter hour increments.

5 D. Invoicing: Payments against CONTRACTOR's compensation shall be due monthly only on
6 the invoices provided, within fifteen (15) calendar days. Invoices shall be transmitted to AUTHORITY,
7 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, within ten (10) working days
8 after the close of the month. CONTRACTOR may also submit invoices electronically to AUTHORITY's
9 Accounts Payable Department at vendorinvoices@octa.net. Each invoice shall include the following
10 information:

- 11 1. Agreement No. C-7-2155;
- 12 2. Specify the Beat number for which payment is being requested;
- 13 3. The time period covered by the invoice;
- 14 4. Total monthly invoice (including project-to-date cumulative invoice amount) and a
15 copy of the CHP monthly billing statement;
- 16 5. Such other information as requested by AUTHORITY;
- 17 6. Certification signed by the CONTRACTOR or his/her designated alternate that a) The
18 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
19 information included with the invoice is true, complete and correct in all material respects; c) All payments
20 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
21 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
22 invoice does not include any amount which CONTRACTOR intends to withhold or retain from a
23 subcontractor or supplier unless so identified on the invoice.

- 24 7. Any other information as agreed or requested by AUTHORITY to substantiate the
25 validity of an invoice.

26 /

E. Errors: Errors in billing will be resolved by AUTHORITY and the CONTRACTOR within ten (10) business days of receipt of invoice.

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be _____ Dollars (\$_____.00) which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 7. FUNDING

Performance of the obligations herein is conditioned on the availability of funds from CALTRANS, CHP and AUTHORITY, which may be appropriately applied by AUTHORITY to the services to be provided hereunder.

ARTICLE 8. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sue Ding

Senior Contract Administrator

Ph: (714) 560 – 5631 Fax: 714-560-5792

Email: sdging@octa.net

ARTICLE 9. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 10. INSURANCE

A. CONTRACTOR shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

3. Excess Liability with a minimum limit of \$5,000,000.00;

4. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

5. Garage Liability - \$ 1,000,000 Coverage;

6. Employers' Liability with minimum limits of \$1,000,000.00; and

7. On-Hook Liability: Listed below are the insurance endorsements for the On-Hook Liability coverage's which shall be required for tow truck services:

Gross Vehicle Weight

Coverage Per Accident

Less than 10,000 #

\$ 50,000

10 – 20,000 # \$ 100,000

More than 20,000# \$ 250,000

B. Any deductibles must be declared to and by AUTHORITY, CONTRACTOR must declare to, and receive approval from AUTHORITY for any deductibles of insurance.

C. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated and the California Highway Patrol as additional insured for general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

D. CONTRACTOR shall include on the face of the Certificate of Insurance the Agreement Number C-7-2155; and, the Contract Administrator's Name, Sue Ding.

E. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONTRACTOR as provided in this Agreement.

F. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications or cancellation of any required insurance policies.

ARTICLE 11. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP; (3) CONTRACTOR's proposal dated____; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 12. CHANGES

By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONTRACTOR as described in the Scope of Services. If any such work suspension

1 or change causes an increase or decrease in the price of this Agreement, or in the time required for its
2 performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for
3 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
4 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR
5 from proceeding immediately with the agreement as changed.

6 **ARTICLE 13. DISPUTES**

7 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
8 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
9 AUTHORITY's Director, Contracts Administration and Materials Management (CAMP), who shall reduce
10 the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of
11 the Director, CAMP, shall be final and conclusive.

12 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
13 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
14 CAMP. This Disputes clause does not preclude consideration of questions of law in connection with
15 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final
16 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
17 settled in accordance with the laws of the state of California.

18 **ARTICLE 14. TERMINATION**

19 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or
20 part, by giving CONTRACTOR written notice thereof. Upon said notice, AUTHORITY shall pay
21 CONTRACTOR its allowable costs incurred to date of termination and those allowable costs determined
22 by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONTRACTOR shall
23 have no further claims against AUTHORITY under this Agreement.

24 B. In the event either Party defaults in the performance of any of their obligations under this
25 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
26 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon

1 receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from
2 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall
3 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
4 pay CONTRACTOR for work and/or services satisfactorily provided to the date of termination in
5 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against
6 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
7 damages for such termination.

8 **ARTICLE 15. MISSED SERVICE PENALTIES**

9 A. Mechanical Breakdown: If a truck goes out of service for mechanical reasons, the
10 CONTRACTOR will be penalized in 15-minute increments at straight time up to 45 minutes, until such
11 time that the truck either returns to service or a backup truck is deployed. If the repair takes longer than
12 45 minutes, the dock will be double the hourly rate. The start time for the dock will be the original time
13 the FSP operator went out of service.

14 B. Missed Service: If an FSP operator arrives more than 30 minutes late to the beat, or if a
15 truck is unavailable other than due to a mechanical breakdown, or if an eligible FSP operator is
16 unavailable to work a shift, the Contractor will be penalized triple the hourly rate for each 15-minute
17 increment of missed service.

18 C. Operator/Vehicle Removed from Service : If an FSP operator or vehicle is removed from
19 service due to any violation of the CHP's Standard Operating Procedures ("SOP") or this Agreement, the
20 CONTRACTOR will be penalized double the hourly rate for each 15 minute that service is not provided.

21 D. Tardiness: If an FSP operator arrives late for service, the CONTRACTOR will be
22 penalized double the hourly rate for the first 15 minutes that the FSP operator is tardy. After the first 30
23 minutes, the CONTRACTOR will be penalized triple the hourly rate as Missed Service from the beat start
24 time, until the beat is covered.

25 E. Non-Compliance with Driver Wage and Hour Requirements: Contractor shall comply with
26 all federal, state and local wage and hour regulations, with specific emphasis on California Department

1 of Industrial Relations Wage Order Nine, on-duty time, behind the wheel time, and rest time requirements.
2 If CONTRACTOR fails to comply with commercial driver log book guidelines related to on duty, behind
3 the wheel, and rest period requirements, CONTRACTOR shall be penalized \$100.00 for each employee
4 occurrence. A pattern of non-compliance, or non-compliance with other federal, state and local
5 regulations, may result in actions up to and including termination of this Agreement.

6 F. AUTHORITY has the right to modify penalties by providing a 30-day written notice to
7 CONTRACTOR.

8 **ARTICLE 16. INDEMNIFICATION**

9 CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
10 employees and agents from and against any and all claims (including attorneys' fees and reasonable
11 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to
12 or loss of use of property caused by the negligent acts, omissions or willful misconduct by
13 CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers in connection with
14 or arising out of the performance of this Agreement.

15 **ARTICLE 17. ASSIGNMENTS AND SUBCONTRACTS**

16 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
17 CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be
18 subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by
19 AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all
20 terms and conditions of this Agreement.

21 B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of
22 Services to the parties identified below for the functions described in CONTRACTOR's proposal.
23 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not
24 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the
25 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
26 employees or sureties for nonpayment by CONTRACTOR.

Subcontractor Name/Addresses

Subcontractor Function

ARTICLE 18. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 17 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 19. CONFLICT OF INTEREST

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 20. CODE OF CONDUCT

CONTRACTOR agrees to comply with the AUTHORITY's Code of Conduct as it relates to

1 Third-Party contracts which is hereby referenced and by this reference is incorporated herein.
2 CONTRACTOR agrees to include these requirements in all of its subcontracts.

3 **ARTICLE 21. FEDERAL, STATE AND LOCAL LAWS**

4 CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all
5 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
6 regulations promulgated thereunder.

7 **ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY**

8 In connection with its performance under this Agreement, CONTRACTOR shall not discriminate
9 against any employee or applicant for employment because of race, religion, color, sex, age or national
10 origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that
11 employees are treated during their employment, without regard to their race, religion, color, sex, age or
12 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
13 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
14 forms of compensation; and selection for training, including apprenticeship.

15 **ARTICLE 23. PROHIBITED INTERESTS**

16 CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or
17 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any
18 interest, direct or indirect, in this Agreement or the proceeds thereof.

19 **ARTICLE 24. OWNERSHIP OF REPORTS AND DOCUMENTS**

20 A. The originals of all letters, documents, reports and other products and data produced under
21 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
22 for CONTRACTOR's records but shall not be furnished to others without written authorization from
23 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
24 shall be retained by AUTHORITY.

25 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
26 descriptions, and all other written information submitted to CONTRACTOR in connection with the

performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

ARTICLE 25. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

1 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all
2 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY
3 under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to
4 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
5 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
6 CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
7 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
8 copyright indemnity thereto.

9 **ARTICLE 26. FINISHED AND PRELIMINARY DATA**

10 A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,
11 photographs, tapes, software, software design documents, including without limitation source code,
12 binary code, all media, technical documentation and user documentation, photoprints and other graphic
13 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
14 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
15 except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no
16 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
17 to the provisions of the Freedom of Information Act, 5 USC 552.

18 B. It is expressly understood that any title to preliminary technical data is not passed to
19 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations,
20 software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the
21 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
22 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
23 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 12, and a price shall be
24 negotiated for all preliminary data.

25 /

26 /

ARTICLE 27. ALCOHOL AND DRUG POLICY

A. CONTRACTOR agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988). CONTRACTOR agrees to produce any documentation necessary to establish its compliance with section 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 28. SETOFF

If at any time, in the sole discretion of the AUTHORITY, it is reasonably believed that the CONTRACTOR is liable to the AUTHORITY for any costs, penalties and/or sums, the AUTHORITY shall be entitled to recover those costs, penalties and/or sums from any amounts that may be presently due and payable to the CONTRACTOR or may become due and payable to the CONTRACTOR, including, but not limited to payment for invoices submitted to the AUTHORITY for services provided under this Agreement.

ARTICLE 29. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 30. HEALTH AND SAFETY REQUIREMENTS

CONTRACTOR shall comply with all requirements set forth in Exhibit E, Level 2 Health, and Environmental Safety Specifications.

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This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-2155 to be
executed on the date first above written.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By _____

James M. Donich
General Counsel

APPROVED:

By _____

Beth McCormick
General Manager, Transit

EXHIBIT D: FORMS

DRAFT

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Date

Title

Last Rev. 08/26/2015

CAMPAIGN CONTRIBUTION DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY**

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE**Basic Provisions of Government Code Section 84308**

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> the Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subcontractor | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Board Member(s) to whom you and/or agent/lobbyist made campaign contributions and the dates of contribution(s) in the preceding 12 months. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Michael Hennessey, Chairman

Lisa A. Bartlett, Vice Chair

Laurie Davies, Director

Barbara Delgleize, Director

Andrew Do, Director

Lori Donchak, Director

Steve Jones, Director

Mark A. Murphy, Director

Richard Murphy, Director

Al Murray, Director

Shawn Nelson, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Michelle Steel, Director

Tom Tait, Director

Greg Winterbottom, Director

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 2 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its subcontractors, suppliers, and vendors.

- D. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.

E. HAZARD COMMUNICATION PROGRAM

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products used, if any.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. DESIGNATED Health, Safety and Environmental (HSE) REPRESENTATIVE

- 1. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards,

and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.

2. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, certifications, and job experience of Contractor's On-Site HSE Representative assigned to the project. The Contractor's On-Site HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-Site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.
3. The Contractor's On-Site HSE Representative shall preferably possess a certification from the Board of Certified Safety Professionals (BCSP) and have, as a minimum, a 30 hour OSHA training certificate, and five (5) years of experience of HSE compliance enforcement on similar projects. The on-site safety representative shall understand and enforce applicable Cal/OSHA compliance Standards. The Authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and the HSEC Department Manager. Detailed safety work plans shall be submitted to OCTA as requested or required by statute, regulatory requirements, law or best practice for protection of people and property. The Authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and the HSEC Department Manager.
4. A Competent Individual means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

G. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

H. TRAFFIC & PARKING

1. The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

I. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
1. Damage to Authority property (or incidents involving third party property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.3 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.4 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.5 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible at all times when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Yard Safety Rules

END OF SECTION

DRAFT

EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____ _____
