



## **SAFE Board of Directors**

Thursday, May 16, 2013 – 10:00 a.m. (or after Action Items on SACOG Board agenda)

*The Board may take up any agenda item at any time, regardless of the order listed. Public comment will be taken on the item at the time that it is taken up by the Board. We ask that members of the public complete a request to speak form, submit it to the Clerk of the Board, and keep their remarks brief. If several persons wish to address the board on a single item, the chair may impose a time limit on individual remarks at the beginning of the discussion. Action may be taken on any item on this agenda.*

### **Pledge of Allegiance**

Roll Call: Directors Aguiar-Curry, Ashby (alt), Buckland, Cabaldon, Cleveland, Crews, Davis, Duran, Hagen, Hanley, Hesch, Hodges, Jankovitz, Joiner, Krovoza, MacGlashan, Miklos, Peters, Rohan, Samayoa, Sander, Saylor, Scherer, Serna, Slowey, Stallard, VeerKamp, Vogel, West, Winn, Yuill, Vice-Chair Cohn, Chair Griego, and Ex-Officio Member Jones

Public Communications: (Any person wishing to address the Board on any item not on the agenda may do so at this time. After ten minutes of testimony, any additional testimony will be heard following the Action items.)

Consent Calendar: ◀ (Items are acted upon as one unit unless discussion is requested)

1. Approve Minutes of the May 17, 2012 meeting
2. Approve Fiscal Year 2013-14 Provisional Budget for the Capitol Valley Regional Service Authority for Freeways and Expressways (CVRS)
3. Approve Call Box Maintenance Request for Proposals Release

### **◀Action Requested**

Prepared by:

Approved by:

Mike McKeever  
Chief Executive Officer

Mary Jane Griego  
Chair

This agenda and attachments are available on SACOG's website at [www.sacog.org](http://www.sacog.org).

*The Meridian Plaza is accessible to the disabled. If requested, this agenda, and documents in the agenda packet can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact SACOG for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should contact SACOG by phone at 916-321-9000, e-mail ([sacog@sacog.org](mailto:sacog@sacog.org)) or in person as soon as possible and preferably at least 72 hours prior to the meeting.*



## **SAFE Board of Directors**

**Item #13-5-1  
Consent**

May 9, 2013

### **Approve Minutes of the May 17, 2012 Board Meeting**

**Issue:** The SAFE Board of Directors met on May 17, 2012 for a regular SACOG Board meeting.

**Recommendation:** Approve the minutes of the meeting as submitted.

**Discussion:** Attached are the Action Minutes of the May 17, 2012 SAFE Board meeting.

Approved by:

Mike McKeever  
Chief Executive Officer

MM:rt

Attachment

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## Action Minutes

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The SAFE Board of Directors met in regular session on May 17, 2012 in the SACOG Board Chambers located at 1415 L Street, Sacramento, CA 95814 at 9:30 a.m.

**Call To Order:** Chair Hill called the meeting to order at 9:57 a.m.

**Present:** Directors Allard, Anderson, Ashby, Billeci, Cabaldon\*, Cohn, Cosgrove, Davis, Duran, Griego, Hagen, Hanley, Hodges, Jankovitz, Knight, Krovoza, MacGlashan, McBride, Miklos, Montna, Payne, Peters, Sander, Scherer, Serna, Slowey, Stallard, West, and Chair Hill

**Absent:** Directors Saylor and West

**Public Communications:** No one appeared to speak.

**Consent Calendar:** It was moved, seconded (Cosgrove/Scherer) and passed by unanimous vote that the following Consent items be approved:

1. Minutes of the October 20, 2011 Meeting
2. Release of FY 2012/13 Provision Budget

**Adjournment:** The meeting adjourned at 9:58 a.m.

**Approved By:**

**Attest:**

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**Peter Hill**  
Chair

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**Mike McKeever**  
Chief Executive Officer



## SAFE Board of Directors

Item #13-5-1  
Consent

May 9, 2013

### **Fiscal Year 2013-14 Provisional Budget for the Capitol Valley Regional Service Authority for Freeways and Expressways**

**Issue:** Should the Capitol Valley Regional Service Authority for Freeways and Expressways (CVRS) Board release the attached draft Fiscal Year (FY) 2013-14 provisional budget for public comment?

**Recommendation:** The Transportation Committee unanimously recommends that the CVRS Board release a draft FY 2013-14 provisional budget for public review and comment and direct staff to continue strategic planning efforts previously requested by the Board. A final provisional budget is anticipated for action in June with the likelihood of a budget amendment later in the fiscal year to reflect priorities from the CVRS strategic planning process.

**Committee Action/Discussion:** CVRS is comprised of Sutter, Yuba, Yolo, Sacramento, El Dorado, and San Joaquin counties. The revenues for the CVRS are collected as a \$1 fee assessed at the time of vehicle registration in the participating counties. These revenues are mandated to be used to provide call box services, and various motorist aid services or support such as Freeway Service Patrol, and 511 traveler information services. CVRS bylaws require that a work program and preliminary budget be approved before July 1 of each fiscal year.

The proposed draft CVRS budget submitted for review is balanced for normal expenditures. Revenues for the overall CVRS-SAFE draft budget are estimated at \$2.22 million, while expenditures are budgeted at \$2.02 million. The \$200,000 in surplus revenues would add to the program's cash position. The cash position is projected to grow to \$5.19 million by the end of FY 2013-14.

Prior to the adoption of the current year (FY 2012-13) CVRS-SAFE budget, there were concerns regarding the potential for substantial increase in the future costs for the call box maintenance component of the CVRS program. Given that the call box maintenance program consumes more than 20 percent of the total CVRS budget, staff monitored the situation and actions of the Department of Industrial Relations (DIR) on this matter. In the spring of 2012, the DIR issued a statewide ruling that certain services provided as part of call box maintenance contracts must be compensated at a prevailing wage; however, the labor classifications impacted by the ruling were not clear. Clarity on the ruling was provided in early 2013 and at that time it was clear that the prevailing wage issue would not negatively impact the current CVRS call box maintenance contractor, Siemens ITS (formerly Republic ITS).

With the resolution of the call box maintenance "prevailing wage issue", staff is proposing to release an RFP for call box maintenance services as part of Agenda Item #3. The contract with the existing CVRS call box maintenance contractor, Siemens ITS, has been extended through December 2013 and should allow for any change-over tasks to be completed, should a new call box maintenance contractor be chosen during the contractor selection process.

In order to coordinate with the contract deadline at the end of the year, the CVRS Call Box Maintenance RFP is being released in advance of the completion of a draft strategic plan for the CVRS. The strategic plan under development includes an analysis of county budget balances, review of the core existing services provided by the CVRS, and research on cost-effective new services that could be provided that can meet the required nexus to “motorist aid services or support”, as required by the SAFE authorizing legislation. Upon completion of the strategic planning work and the selection of a call box maintenance contractor, staff will likely return to the Transportation Committee with proposed revisions to the FY 2013-14 budget for the CVRS program.

Approved by:

Mike McKeever  
Chief Executive Officer

MM:MH:gg  
Attachments

Key Staff:     Matt Carpenter, Director of Transportation Services, (916) 340-6276  
                  Mark Heiman, ITS/511/SAFE Program Manager, (916) 340-6232  
                  Barbara VaughanBechtold, Associate Planner, (916) 340-6226

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**CAPITOL VALLEY REGIONAL SAFE PROPOSED FY 2013-14 PROVISIONAL BUDGET (DRAFT)**

	FY 2011-12 Actual	FY 2012-13 Adopted Budget	FY 2012-13 Estimated Actual	FY 2013-14 Proposed
<b>REVENUE</b>				
Interest	\$ 13,469	\$ 9,000	\$ 9,000	\$ 10,000
Registration Fees	2,261,155	2,095,158	2,095,158	2,178,964
Reimbursements from Glenn County	15,610	13,000	13,000	13,000
Reimbursements from Placer County	2,892	2,500	2,500	2,500
Knockdown Recovery	23,173	16,000	20,000	16,000
<b>TOTAL REVENUE</b>	<b>\$ 2,316,299</b>	<b>\$ 2,135,658</b>	<b>\$ 2,139,658</b>	<b>\$ 2,220,464</b>
<b>EXPENDITURES</b>				
Call Box Maintenance (including Placer/Glenn County)	\$ 459,684	\$ 469,373	\$ 430,000	\$ 469,373
Freeway Service Patrol - Sacramento County	706,000	720,200	720,200	720,200
Freeway Service Patrol - San Joaquin County on I-205	66,801	113,000	60,000	113,000
Freeway Service Patrol - Yolo County	26,250	26,800	26,800	26,800
Freeway Service Patrol - El Dorado County	52,159	22,354	31,116	31,116
SAFE portion of Statewide CHP Coordinator	3,960	4,200	4,200	5,500
Private Call Answering Contract - Fixed call boxes (voice & TTY)	15,358	36,000	17,000	36,000
Private Call Answering Contract - Bike Trail Boxes - TTY only	7,500	9,000	9,000	9,000
SACOG Services (staff time and indirect costs)	84,765	72,145	51,000	201,871
Cellular Phone Service (including Placer/Glenn County)	111,508	125,000	107,000	125,000
Consultant	50,870	91,328	60,000	98,861
Insurance	8,524	9,000	9,000	9,000
Public Information	0	5,000	0	2,000
Legal Services	6,149	4,000	4,000	6,000
DMV Fees	11,107	12,000	12,000	12,000
Meetings/Printing	628	4,000	500	4,000
511/STARNET - Capital Improvements Project	60,965	69,353	60,000	60,000
511/STARNET - Maintenance & Operations	75,094	97,521	75,000	75,000
511 Program Management - San Joaquin County	12,800	15,000	15,000	15,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,760,122</b>	<b>\$ 1,905,274</b>	<b>\$ 1,691,816</b>	<b>\$ 2,019,721</b>
<b>REVENUE LESS EXPENDITURES</b>	<b>556,177</b>	<b>230,384</b>	<b>\$ 447,842</b>	<b>200,743</b>

<b>PROJECTED ENDING CASH BALANCE</b>	<b>4,307,110</b>	<b>4,537,494</b>	<b>4,985,336</b>	<b>5,186,079</b>
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SAFE

## SAFE Board of Directors

Item #13-5-3  
Consent

May 9, 2013

### Capitol Valley Regional Service Authority for Freeways and Expressways Call Box Maintenance Request for Proposals Release

**Issue:** Should the Capitol Valley Regional Service Authority for Freeways and Expressways (CVRS) Board release a Request for Proposals (RFP) for the Call Box Maintenance program?

**Recommendation:** The Transportation Committee unanimously recommends that the Capitol Valley Regional Service Authority for Freeways and Expressways (CVRS) Board release an RFP for Call Box Maintenance program.

**Committee Action/Discussion:** CVRS is tasked with the core function of operating and maintaining a motorist aid system of call boxes on freeways and state highways in: El Dorado, Sacramento, San Joaquin, Sutter, Yolo, and Yuba counties. Under contract, CVRS also manages and operates the call box system in Glenn County and the suicide prevention call boxes on the Foresthill Bridge in Placer County. The system's digital cellular phones are equipped with text telephone (TTY) capabilities that allow user to communicate using a keyboard and display in addition to voice. Siemens ITS maintains all the call boxes in the CVRS call box program, as well as those call boxes operated in Glenn and Placer counties under contract. The current CVRS Call Box Maintenance services contract will expire at the end of this calendar year.

Upon approval by the CVRS Board, an RFP (Attachment A) for Call Box Maintenance services not to exceed \$470,000 per year will be released on May 17, 2013. The RFP will be for a three-year period with the potential of two one-year extensions. The RFP requests contractors submitting proposals to both provide estimates on the cost of general maintenance services related to the maintenance of all call boxes in the CVRS call box system, as well as reductions in maintenance fees associated with permanent call box site removals over the contract time period. Qualified proposals will be evaluated by a Proposal Evaluation Committee made up of CVRS staff and a recommendation prepared for consideration by the Transportation Committee at its August meeting.

Approved by:

Mike McKeever  
Chief Executive Officer

MM:BVB:gg  
Attachments

Key Staff: Matt Carpenter, Director of Transportation Services, (916) 340-6276  
Mark Heiman, ITS/511 Manager, (916) 340-6232  
Barbara VaughanBechtold, Associate Planner, (916) 340-6226

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# **REQUEST FOR PROPOSALS**

## **CALL BOX MAINTENANCE AND SELECTED SITE REMOVALS**

**NOT TO EXCEED \$2,350,000 (\$470,000/year maximum)**

**Released: May 17, 2013**

**Proposals Due: June 7, 2013**



**CAPITOL VALLEY REGIONAL SERVICE AUTHORITY FOR  
FREEWAYS AND EXPRESSWAYS  
1415 L STREET, SUITE 300  
SACRAMENTO, CALIFORNIA 95814  
(916) 321-9000**



**SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

**REQUEST FOR PROPOSALS**

**CALL BOX MAINTENANCE AND SELECTED SITE REMOVALS**

I. INTRODUCTION .....

II. BACKGROUND .....

III. PROJECT SUMMARY AND DESCRIPTION .....

IV. MINIMUM QUALIFICATIONS

IV. SCOPE OF WORK/SERVICES .....

V. CONTRACT DELIVERABLES .....

VI. CONTACT PERSONS .....

VII. PROJECT TIMETABLE .....

VIII. GENERAL CONDITIONS .....

IX. PROPOSAL CONTENT AND ORGANIZATION .....

X. PROPOSAL EVALUATION AND SELECTION .....

XI. PAYMENT SCHEDULE .....

EXHIBIT A: STANDARD AGREEMENT BETWEEN CVRS AND CONSULTANT

EXHIBIT B: LEVINE ACT DISCLOSURE STATEMENT

EXHIBIT C: PRICE PROPOSAL FOR CVRS CALL BOX MAINTENANCE AND SITE  
REMOVAL

EXHIBIT D: CURRENT CONTRACT WITH REPUBLIC ITS

EXHIBIT E: UNIVERSAL PRICE LIST

EXHIBIT F: SYSTEM INSTALLATION/PERMANENT REMOVAL REPORT  
SPECIFICATIONS

EXHIBIT G: SYSTEM DATABASE SPECIFICATIONS

EXHIBIT H: SYSTEM OPERATION AND SITE CONDITION FORM

## **I. INTRODUCTION**

The Capitol Valley Regional Service Authority for Freeways and Expressways (CVRS) was formed pursuant to Section 2550 et seq. of the California Streets and Highway Code for the purpose of implementation, maintaining and operating a motorist aid system of call boxes on freeways and state highways in the following counties: the County of Sacramento; the County of Yolo; the County of Sutter; the County of Yuba; the County of El Dorado; and the County of San Joaquin. By contract, CVRS also manages and operates the call box system in Glenn County.

## **II. BACKGROUND**

The Sacramento Area Council of Governments (SACOG) manages the Sacramento region's highway call box program and provides staffing and management for CVRS. The greater Sacramento region's highway call box program is a cooperative effort that has put more than 1,170 call boxes on about 750 miles of highway in a seven-county area, including 41 call boxes along the American River Parkway (ARP) Bike Trail that runs along the American River from I-5 to Folsom Lake. The boxes provide motorists, as well as bicyclists using the ARP Bike Trail, in need with a direct link to the California Highway Patrol, via a private call answering service.

The program is a joint venture of Sacramento, San Joaquin, Sutter, Yolo, Yuba, and El Dorado counties, which together operate CVRS. CVRS also manages the call boxes located in Glenn County and those on the Foresthill Bridge in Placer County. The Call Boxes are financed by an annual \$1 charge on all registered vehicles in the participating counties, or by other funding sources.

The purpose of this RFP is to obtain services related to the maintenance of all call boxes in the CVRS call box system, which would include the temporary site removals and reinstallation, as well as permanent site removal of an as yet unknown number/percentage of existing call box sites with a commensurate estimate of reduction in maintenance fees by number and percentage (or fraction thereof) of call box sites permanently removed. The proposed contract term is three years, with the option for two one-year extensions by CVRS.

While CVRS has approximately 1170 call box sites, the actual number of boxes in place at any one time varies due to freeway construction projects and call box maintenance activities. Some consideration is being given to further reducing the number of permanent call boxes.

## **III. PROJECT SUMMARY AND DESCRIPTION**

The contract for the Maintenance of the Capitol Valley Regional SAFE Call Boxes will be an agreement between CVRS and the contractor. CVRS will provide contract administration services. The contractor will invoice CVRS for services rendered and CVRS will compensate the contractor for these services as set forth in the agreement. Funding for the Maintenance services will be provided by CVRS. The CVRS Board of Directors will award the contract and project deliverables will be reviewed by the CVRS/SAFE Project Manager.

## **IV. MINIMUM QUALIFICATIONS**

Eligible Proposers must:

- Have the administrative, technical and financial capability to provide all maintenance to call boxes in the CVRS system, including maintaining all digital cellular technology and all TTY functions, as well as site removal and repair services.
- Currently own and operate a business that designs, builds, installs and maintains digital cellular call boxes with TTY. If the Proposer is a partnership or joint venture, this requirement will be applicable to the managing partner or joint venture member.
- Possess all necessary licenses and permits required by the laws of the United States, the State of California, the Counties involved in the CVRS call box system, and all other appropriate governmental agencies, for providing the required equipment and services, and agree to maintain these licenses and permits in effect for the duration of the contract.
- Be ready, willing and able to execute and fulfill the Contract attached as Exhibit “A” and incorporated by reference herein.

## **V. SCOPE OF WORK/SERVICES**

The scope of work for the Project is described below. The selected contractor will be expected to perform all technical and other analyses necessary to complete the scope of work. The contractor will receive general direction from the CVRS/SAFE Project Manager.

### **Task 1: Call Box Maintenance**

The selected vendor will provide ongoing preventative and corrective maintenance to all CVRS call boxes, as well as knockdown replacement and graffiti removal. The maintenance provided for a potential period of five (5) years (initial 3 year contract term with the option of two (2) one year extensions), must meet or exceed the requirements in the current maintenance agreement CVRS has with Republic Intelligent Transportation Systems, Inc. (dba Republic Electric, Republic ITS, Siemens ITS), a copy of which is attached hereto as Exhibit “D”. The annual flat fee pricing submitted on the Price Proposal on Exhibit “C” must include all maintenance costs as described in Sections 2.0 (“SYSTEM MAINTENANCE ACTIVITIES”) and 6.0 (“TIME AND MATERIALS”) below.

### **Section 1.0 - GENERAL**

**1.1 Establish a Local Maintenance Field Office:** Prior to beginning work on the contracted CVRS call box maintenance services the contractor shall establish a local maintenance field office located within the six county region including El Dorado, Sacramento, San Joaquin, Sutter, Yolo and Yuba counties.

**1.2 Plans and Specifications:** Contractor shall keep at the local maintenance field office a copy of all plans and specifications referred to herein, to which CVRS shall have access at all times. For the completion of tasks outlined in Section 2.0, System Maintenance Activities, the plans and specifications include the original RFP, with all Appendices and Addenda, and the system plans and standard drawings. Any additional documentation or specifications for

new equipment or processes (e.g., transceiver, TTY, ATM, sonalert or smart card electronic devices, as well as painting processes) shall also be kept by Contractor in the local maintenance field office and be available for review by the CVRS Project Manager or CVRS designated representative.

- 1.3 Work to be Done: Contractor shall perform all work necessary to maintain the CVRS motorist call box systems in a satisfactory manner. Unless otherwise provided, Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat fee.
- 1.4 Rights of Entry and Permits: Contractor shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required to perform the work hereunder.
- 1.5 Materials and Workmanship: All materials, parts and equipment furnished by Contractor shall be high grade and free from defects. Enclosures shall not be replaced with other of lesser quality as measured by paint brightness, and aluminum and/or coating integrity. Quality of work shall be in accordance with generally accepted standards. Materials and work quality shall be subject to the CVRS Project Manager's or designated representative's approval. Contractor shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for use on the Project.
- 1.6 Labor: Only competent workers shall be employed for tasks under this Agreement. Any person found by CVRS to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by Contractor and not re-employed for services on the Project.
- 1.7 Inspection: All performance (including services, materials, supplies, and equipment furnished or utilized in the performance of this Project) shall be subject to inspection and approval by the CVRS Project Manager or a designated representative. Any CVRS authorized representative shall have access to the local maintenance field office.
- 1.8 Condition of Site: Throughout the duration of the Project, Contractor shall keep call box sites clean and free of rubbish and debris (including removed pad material). Materials and equipment shall be removed from the site as soon as they are no longer needed.
- 1.9 Reuse of Parts: Contractor may reuse parts that have been damaged assuming Contractor is able to repair the parts so that the functionality is not degraded.
- 1.10 Reserve Inventory: Contractor is required to maintain that quantity of call box equipment, parts, and materials in stock in the local maintenance field office as may be necessary to fulfill its duties.
- 1.11 Storage of Materials: Contractor shall store call box housings, electronics, poles, and other appurtenances within Contractor's maintenance facilities.
- 1.12 Communication: Contractor shall ensure that the field supervisor has the necessary communication devices for interacting efficiently with the CVRS Project Manager or other designated representatives. The devices to be provided include but are not limited to a cell phone, office phone, and e-mail services with the capability to send and receive Access or database equivalent files.

## **Section 2.0 – SYSTEM MAINTENANCE ACTIVITIES**

2.1 System Corrective Maintenance: Contractor shall perform corrective maintenance as needed on the call boxes. Corrective maintenance requires that the Contractor provide an answering point connected to the California Highway Patrol (CHP) or other designated answering center that reports out-of-service call boxes to the Contractor. Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, power supply (battery and solar panels) and the interface with the cellular system.

Upon notification that a call box is out of service from a member of the public, CHP, an answering center, CVRS, or the maintenance computer, Contractor shall determine the cause, and if due to general failure of the call box, Contractor shall take the necessary action to restore it to a good operating condition, including the repair or replacement of parts, components and mounting as needed. Activities and repairs falling within “corrective maintenance” as described under this subsection 2.1 shall be performed and the call boxes shall be repaired and placed back in service by 4:00 PM on the same day for events reports by 8:00 AM on a work day. For events reported after 8:00 AM, the call boxes shall be placed back in service by 4:00 PM on the following work day. For events reported on a holiday or weekend, the call boxes shall be placed back in service by 4:00 PM on the first work day following the notification of the event. Contractor shall provide management and field staff sufficient to perform repairs on call boxes within the established time period.

Upon receipt of error reports (e.g. cellular error, maintenance calls greater than five minutes, etc.) from CVRS, Contractor shall respond no later than 15 days after receipt of such error report to the CVRS Project Manager in writing explaining the errors and the corrective measures taken to resolve the errors. In addition, Contractor shall work with the call box answering contractor to identify call boxes with a high volume of “no caller” calls (a.k.a. run-away call boxes). Those “run-away” call boxes shall fall under the “corrective maintenance” designation under subsection 2.1 and be repaired or replaced on the same schedule to prevent an excessive amount of “no-caller” phone call volume.

2.2 System Preventative Maintenance: Contractor shall perform a “preventative maintenance” field visit to each call box at least twice a year at approximately six month intervals as necessary to keep call boxes clean and operational. Contractor shall also include in the proposal submitted to CVRS an option, including any reduction in cost, for annual (once a year) “preventative maintenance.” Contractor shall notify the call answering center supervisor at the commencement of a major preventative maintenance cycle when a large portion of the call answering center’s staff time will be required. The preventative maintenance activities shall include the following tasks:

- Cleaning and painting of call box housing as necessary;
- Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers;
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of call box controls and system operational sequence including add-on features (including ATM, TTY and smart card), and call connect light including:
  - Removal of faceplate (as necessary)
  - Perform test calls;
  - Check outer door, handset and illumination for proper operation;
  - Check hook switch; and

- Check cellular antennae and cable.
- Minor cleaning of the surrounding area of the call box (includes minor pruning, pulling of weeds and debris removal);
- Cleaning and bolt tightening for the call box sign;
- Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface;
- Testing of the sonalert device by placing a call to the designated answering point and having them initiate and terminate the 100+ decibel alarm;
- Inspection and repair to the pedestrian pad;
- Inspection of path for wear and tear or vandalism (report results to CVRS Project Manager who will determine the appropriate course of action); and
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on sound walls and bridge railings.

2.3 System Knockdown, Vandalism, and Other Events: Maintenance, repairs and/or replacements required as a result of damage by acts of nature (including ant intrusion, but excluding lightning, fire or flood), vandalism, or other willful acts, collisions and other accidents and other such causes will be performed by Contractor. If any such maintenance, repairs, and/or replacements, are required as a result of lightning, fire, or flood, Contractor shall be compensated for all such work on a time and materials basis in accordance with Exhibit “E”, Universal Price List. For work under this subsection 2.3, if no foundation work is required, Contractor shall have the call box placed back in service by 4:00 PM on the same day for events reported by 8:00 AM on a work day. For events reported after 8:00 AM where no foundation work is required, the call boxes shall be placed back in service by 4:00 PM the following work day. If foundation work is required, Contractor shall have the call box placed back in service by 4:00 PM on the second work day following the notification. For events reported on a holiday or weekend, the call box shall be placed back in service by 4:00 PM on the first work day following notification of the event if no foundation work is required or by 4:00 PM on the second work day following notification of the event if foundation work is required.

2.4 System Temporary Removals and Reinstallations: Contractor agrees to temporarily remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects at the request of CVRS. CVRS retains ownership for call boxes authorized from removal, and Contractor shall make all removed call boxes available for reinstallation. Relocation of a call box will include, but is not limited to, removing the call box and mounting from its existing location and installing it at a new location as directed by CVRS. Contractor shall coordinate the removal, de-activation, and storage of call boxes as requested by Caltrans or the CVRS Project Manager.

2.5 Reinstallations/Deferred Installations Coordination: Contractor shall coordinate the removal, de-activation, and storage of call boxes as requested by Caltrans or the CVRS Project Manager. Contractor shall also maintain proper inventory documentation and coordinate siting, reinstallation and deferred installation tasks including permitting, site approval, installation and activation. Contractor shall coordinate activities to expedite the reinstallation of call box sites after Caltrans construction projects are completed. Contractor is not responsible for design work should any be necessary for the reinstallation of call boxes at new locations from its existing location and installing it as a new location as directed by CVRS.

## **Section 3.0 – SYSTEM MANAGEMENT**

**3.1 Call Box System Database Maintenance and Updates:** Contractor shall maintain an accurate, up-to-date database containing system specifications detailed in Exhibit “F”, System Installation Report Specification. In addition to the delivery of the database products described below, Contractor shall provide remote access of the database and maintenance management systems to CVRS and the CVRS designated Management Information System (MIS) consultant. Contractor shall also maintain an accurate up-to-date database containing information of the CVRS system as detailed in Exhibit “G”, System Database Specifications. Contractor shall provide CVRS with remote access to this information in an Access database file or similar compatible database file format. The call box system database shall include the following maintenance information:

- Description of all corrective maintenance visits including the call box sign number, date and time of work issue date, date and time of visit, and date and time work completed (if different from the first visit) and description of work performed;
- Description of preventative maintenance visits including the call box sign number, date and time of visit, and description of work performed if it deviates from the standard preventative maintenance requirements.
- Description of other site work including, but not limited to the following: knockdowns; vandalism; sign repair; other repairs; site repairs; CHP reported; permanent removals, temporary removals; reinstalled; and pad replacements. These entries should also include work issue date and time (alarm date where applicable), site visit date and time, sign number, date and time of completion, information on parts replaced or repaired, labor expended and equipment used.
- Monthly summary report with the number of call box calls that were blocked by the cellular system or encountered a “system busy” response from the cellular network.

Contractor shall ensure that all information relating to the changes in system components are included in the CVRS database. This information includes, but is not limited to, controller card type, electronic serial number, transceiver model and type.

As part of database reporting, Contractor shall provide call box pictures electronically and provide updated and complete latitude and longitude data. Contractor shall furnish all equipment and materials necessary to provide this data.

*Note: Proposers shall describe any proprietary limitations or requirements associated with providing the services in this Section 3.0.*

Throughout the development of specifications for the maintenance system management software upgrades, Contractor will obtain input from CVRS staff. During the approval period, CVRS and Contractor shall evaluate and revise the method as mutually agreeable.

*Deliverable #1: Deliver quarterly an electronic file, or make the file available online, of the*



entire System Installed Report Specifications (as defined in Exhibit F) in ASCII format to the CHP Communications Centers in Sacramento, Stockton, and Chico and CVRS's designated MIS consultant on the first Wednesday of each January, April, July, and October, beginning in October 2013. Other updates shall be furnished upon request.

*Deliverable #2: Deliver monthly an electronic file of the entire Call Box System database (as defined in Exhibit G) to CVRS, and CVRS's designated MIS consultant, and CVRS's designated inspector. Monthly update of call box system database to CVRS shall occur on the first Wednesday of each month, starting in October 2013.*

#### **Section 4.0 – FINAL FIELD SURVEY AND SITE APPROVAL COORDINATION**

Contractor shall be the primary point of contact for Caltrans permit issues related to system maintenance and shall coordinate final field surveys and field review meetings to approve or modify call box locations with Caltrans, CHP, and CVRS. Contractor shall prepare and submit encroachment permit applications to Caltrans, as required. Contractor shall work with the CVRS Project Manager to secure blanket removal/installation permits for the regional call box system maintenance program, using Exhibit H, System Operation and Site Condition Form.

#### **Section 5.0 – MAINTENANCE FEES**

The concept of this agreement is that 'system' call box services are more efficiently provided using a compensation arrangement based on a monthly "per call box" fee for all maintenance (subsections 2.1 and 2.2), repair of knockdown, vandalism, and other event damage (subsection 2.3), and removals, both temporary and permanent, and reinstalls (subsections 2.4 and 2.5) of all call boxes in the 'system' (collectively "Task 1.") Certain exceptions to included services are specified in subsection 5.2 below.

5.1 Per Call Box Fee: Each proposer shall propose a monthly "per call box" fee for each year of the Agreement, as well as any reduction in cost for permanent removal of call boxes, using the Price Proposal Form attached hereto as Exhibit "C." The "per call box" fee and reduction in cost shall include all materials, labor, transportation, taxes, fees and other cost incurred to complete the required work. Payment of the fee for all maintenance and services described above will be as follows: Fees will be invoiced and paid in arrears monthly and will be based on the number of call boxes maintained, in service, or removed the invoiced month.

#### 5.2 Exceptions:

Knockdown Assumptions: It is assumed that the number of annual knockdown events under subsection 2.3 will be no more than ten percent (10%) of the installed call boxes in a contract year. If the annual knockdown percentage exceeds 10% in a particular contract year, CVRS shall compensate the Contractor in accordance with Exhibit "E", Universal Price List, for repair of additional knockdown events occurring that year. The knockdown percentage will be calculated as the number of knockdowns in any contract year divided by the average in-service call boxes for that year. The number of in-service call boxes will be determined on the last day of each month from data contained in the CVRS maintenance management computer/database, as maintained by Contractor. Contractor shall invoice CVRS for any additional knockdown

events on the first invoice following the end of each contract year.

Temporary Removal and Reinstallation Assumptions: It is assumed that the number of annual temporary removal events and reinstallation events under subsection 2.4 will be no more than fifteen percent (15%) of the installed call boxes in a contract year. If the temporary removal and reinstallation percentage exceeds 15% in a particular contract year, CVRS shall compensate the Contractor in accordance with Exhibit “E”, Universal Price List, for each additional removal or reinstallation event occurring that year. The removal and reinstallation percentage will be calculated as the number of removals and reinstallations in any contract year divided by the average in-service call boxes plus the number of temporary removals for that year. The number of in-service call boxes will be determined on the last day of each month from data contained in the CVRS maintenance management computer/database as maintained by Contractor. Contractor shall invoice CVRS for events exceeding the annual permitted average on the first invoice following the end of each contract year. The parties agree that installation of call boxes that already have been removed as of the beginning of the contract year shall not count as reinstallations for the purpose of calculating the foregoing percentage.

“Non-like” reinstallations shall mean reinstallations that are of a different site type than the site type installed at the location at the time of the removal request. For non-like reinstallations of greater cost, CVRS shall pay Contractor the difference between the existing site installation cost and the new site installation cost in accordance with Exhibit “E”, Universal Price List. Contractor shall perform call box reinstallations at like sites or sites of equivalent or lesser cost as part of the flat fee compensation, except as noted above when the annual percentage of expected removal/reinstallation events is exceeded. Contractor shall invoice CVRS for non-like, greater cost reinstallation events on the first invoice following the end of each contract month.

## **Section 6.0 – TIME AND MATERIALS**

For services outside of the scope of work, Contractor shall be compensated on a time and materials basis, based on the Universal Price List shown in Exhibit “E”, but only as expressly provided in Section 5.0 above or as requested in writing by CVRS. The Universal Price List is subject to annual adjustments, as provided therein. For services performed on “smart” call boxes, Contractor shall be compensated as provided in Exhibit “E”, Universal Price List.

### **Task 2: Selected Call Box Site Permanent Removals**

A certain number of call box sites will be removed as part of CVRS’s efforts to provide cost-effective services in light of a significantly reduced call volume. The sites will be primarily located along urban freeways. Paired call boxes will be permanently removed, with the result that call box spacing along the selected routes will increase. The selected vendor will take all actions necessary to remove the call box, pole, auger and other equipment from each site, where necessary demolish any retaining walls or asphalt paths, and perform minor grading and cleanup work to leave each site as close to its original condition as possible. We do not anticipate the need to import soil or landscape the demolished site to accomplish the above. The selected vendor will be responsible for disposing of any waste materials.

The selected vendor must disassemble the call box, solar panel, antenna, signs and other equipment, as well as the site itself, and dispose of the same, unless otherwise directed by the CVRS. Please include an estimate of the reduction in maintenance fees expected per call box and per percentage (including fractions thereof) of call boxes permanently removed. Should the proposer have any recommendations for other uses for this equipment that would financially benefit the CVRS, please include those in your response and provide your estimate of the financial benefit. Any such recommendations may be considered among the factors for selection of the maintenance operations contractor.

### **Project Schedule**

CVRS's goal is the full transition of call box maintenance operations under this new agreement by December 31, 2013.

## **VI. CONTACT PERSONS**

CVRS Project Manager  
Mark Heiman  
1415 L Street, Suite 300  
Sacramento, CA 95814  
(916) 340-6232  
[mheiman@sacog.org](mailto:mheiman@sacog.org)

## **VII. PROJECT TIMETABLE**

May 17, 2013	Issue Request for Proposals
May 24, 2013	Deadline for Written Questions or Requests for Changes to RFP or contract terms
May 31, 2013	Response to Written Questions or Requests for Changes to RFP or contract terms; RFP Amendment or Addenda, if necessary
June 7, 2013 @ 4:00 p.m. PDT	Closing date for receipt of proposals
June 20, 2013	Finalists contacted to schedule interviews, if any
June 26-27, 2013	Conduct interviews (if needed); recommend contractor
August 15, 2013	Contract award
August 23, 2013	Negotiate and execute contract
August 26, 2013	Start of Project/Begin Work

**Proposals must be received by CVRS, in both hard copy and electronic form as further described below, no later than 4:00 p.m. PDT on June 7, 2013.** If mail delivery is used, the proposer should mail the proposal early enough to provide for receipt by CVRS by this deadline. Proposer uses mail or courier service at their own risk. CVRS will not be liable or responsible for any late delivery of proposals. Proposers shall submit one originally signed proposal in a sealed envelope or package clearly marked "Proposal for CVRS Call Box Maintenance and Selected Site Removals." The Proposal must also be submitted in electronic version via e-mail to the Project Manager, as further specified in Section IX below.

## VIII. GENERAL CONDITIONS

### A. Limitations

This request for proposal (RFP) does not commit CVRS to award a contract, to pay any costs incurred in the preparation of proposals in response to this request, or to procure or contract for services or supplies. CVRS expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. CVRS reserves the right to withdraw this RFP at any time without prior notice. Further, CVRS reserves the right to modify the RFP schedule described above.

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals become the property of CVRS. Upon award of a contract to the successful proposer, all proposals shall be public records.

### B. Award

CVRS may ask RFP finalists to present oral briefings of their proposals and qualifications. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. CVRS also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

### C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda issued by CVRS and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

### D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of CVRS shall affect or modify any terms or obligations of the RFP, or any contract

resulting from this RFP.

E. Precontractual Expense

Precontractual expenses include any expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP
2. Submitting proposals to CVRS
3. Negotiations with CVRS on any matter related to proposals.
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, CVRS shall not be liable for any precontractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. CVRS shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a one-hundred and twenty (120) day period. Award and execution of the contract is expected by August 23, 2013.

G. Contract Arrangements

The successful consultant is expected to execute a contract similar to CVRS's Standard Agreement. A copy of CVRS's Standard Agreement is attached as Exhibit "A" which meets the requirements of all applicable laws, regulations and ordinances. While \$1 million per occurrence in commercial general liability coverage is required, under special circumstances CVRS may consider a lesser amount of insurance coverage, but not an amount less than \$500,000 per occurrence.

The consultant must agree to comply with all the requirements imposed by all applicable laws, regulations, and ordinances.

Equal Employment Opportunity: In connection with the performance of the contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Consultants and consultant firms submitting proposals in response to this RFP must disclose to

CVRS any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal.

## **IX. PROPOSAL CONTENT AND ORGANIZATION**

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within the stated budget.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7 below) and a cost proposal (item 8).

***Form of Proposals:*** Proposals must be submitted in both hard copy and electronic form to Mark Heiman, 1415 L Street, Suite 300, Sacramento, CA, [mheiman@sacog.org](mailto:mheiman@sacog.org), 916-340-6232 no later than the closing date and time and with the proper number of copies, as specified in Section VII above. The electronic form shall be a PDF version of the fully signed Proposal, including all attachments, and shall be e-mailed to the Project Manager.

### 1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant or consulting firm, and who may be contacted during the period of proposal evaluation. The transmittal letter shall also contain a statement that the Proposer agrees to provide CVRS with any other information that CVRS determines is necessary for an accurate determination of Proposer's ability to perform services as proposed. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

### 2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

### 3. Introduction

In this section, the proposer should demonstrate an adequate understanding of (i) the purpose of the project and (ii) the role and relationships of CVRS, CHP, Caltrans and the call box maintenance Contractor, based upon the Proposer's experience operating call box maintenance services.

#### 4. Technical Approach

This section should include:

- a. A description of the Proposer's approach to completing each task specified in the Scope of Work.
- b. A sequential outline of the activities that will be undertaken in completing the specified tasks.
- c. Identification of the methods Proposer would use to ensure quality control as well as schedule and budget control for the project.

Proposer must provide complete but concise answers on the Technical Approach. Where helpful, charts, graphs or tables may be included, but should not be used as the entire response.

**CVRS understands that Proposers may have performed many of the tasks required herein in providing call box maintenance services for existing or prior call box program customers.** To the extent that Proposers believe their existing facilities, staffing, management, equipment, etc. will meet the requirements of this RFP, they should so state in their Proposal where appropriate. In general, CVRS understands that all Proposers who meet the Minimum Qualifications provide or have provided call box maintenance services. CVRS is therefore most interested in learning how a Proposer would effectively add CVRS maintenance services to the Proposer's existing maintenance services.

#### 5. Project Management; Staff Qualifications

The proposer must prepare an explanation of the project management system and practices to be used to ensure quality control as well as schedule and budget control for the project. If the proposal is a team effort involving subcontractors and/or partners, the distribution of work among team members should be indicated. Please discuss the Proposer's organization, how work assignments are structured, and the staffing plan, including the individual who will have project management responsibilities.

The staffing plan should include an organizational chart showing the manager and all project staff, their roles and responsibilities, and the reporting structure.

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team.

#### 6. Subcontractor Information

If Proposer plans to subcontract any portion of the services described in the Scope of Work, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the subcontractor, that includes: the name and address of the organization; the type of work to be performed; the percentage or portion of the total work to be performed; and that the subcontractor will perform the work as indicated. This information will be used to determine the responsibility of the Proposer. The Contractor remains responsible for the performance of the entire contract and scope of work.

## 7. Consultant Qualifications and References; Other Requirements

The proposal must describe the nature and outcome of qualifying call box maintenance services currently or previously conducted by the consultant. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. Proposers may provide up to two samples of a written call box maintenance report prepared by the Proposer for a current client. The proposer must also complete the Levine Act Disclosure Statement attached hereto as Exhibit "B."

The Proposer must also submit evidence of the ability to provide insurance in the amounts and coverage as stated in the attached Agreement, under Insurance Requirements.

## 8. Cost Proposal

The cost proposal shall include a per call box monthly fee as described in the Scope of Work for **Task 1 (Call Box Maintenance)**, broken down by each contract year, and the per site fee as described in the Scope of Work for **Task 2 (Selected Call Box Site Permanent Removals)**. **A Price Proposal Form (Exhibit C) must be submitted with the Proposal.** For Task 1, proposers may propose reasonable cost increases for succeeding contract year.

## **X. PROPOSAL EVALUATION AND SELECTION**

A proposal review panel made up of members of CVRS staff will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients may also be called. The panel will make recommendations to the CVRS Chief Executive Officer on the basis of the proposal, oral interview, if any, and reference check. The final selection will be made by the CVRS Chief Executive Officer, whose decision is final and not subject to protest. CVRS reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Any recommendations for other uses of removed equipment that would financially benefit CVRS may be considered among the factors for selection of the maintenance operations contractor; attach a written offer, if desired, to the Price Proposal Form in Exhibit C. Evaluation criteria will include such considerations as:

- Understanding of the background and requirements of the project.
- The overall and technical approaches to be followed and the tasks to be performed, including detailed steps and resources required and proposed project schedule.
- The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and consultant's



approach to managing resources and project output.

- Cost analysis and justification.
- Education, training, and experience of proposed personnel.

## **XI. PAYMENT SCHEDULE**

The consultant will be paid in arrears, based upon the payment schedule agreed to in the contract. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15th day of the following month. At CVRS's discretion, CVRS may withhold ten percent (10%) of the payments until the successful completion of the project and the delivery and acceptance of all final products.

**EXHIBIT "A"**  
**CAPITOL VALLEY REGIONAL SAFE**  
**STANDARD AGREEMENT**

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_, at Sacramento, California, by and between the Capitol Valley Regional Service Authority for Freeways and Expressways, a joint powers agency (hereinafter "CVRS"), through its duly appointed Chief Executive Officer, and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "Contractor").

**RECITALS:**

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. CVRS desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on \_\_\_\_\_, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit "A" - Scope of Work. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. CVRS reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by CVRS's Chief Executive Officer. Approval shall not be presumed unless such approval is made by CVRS in writing.
3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
4. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to CVRS that Contractor shall, at its own cost and expense, keep in effect or obtain at

all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by CVRS. CVRS is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Contractor by CVRS shall be made as set forth in Exhibit "A." The amount to be paid to Contractor under this Agreement shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_), unless expressly authorized in writing by the CVRS Chief Executive Officer. In no instance shall CVRS be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

6. Reporting and Payment:

a. Contractor shall submit monthly billings in arrears to CVRS no later than the 15th of each month and in accordance with the Scope of Work. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by CVRS of any circumstances or data identified by CVRS in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after CVRS approval of each billing; however, CVRS, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by CVRS of all final products. Said billings shall indicate reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The billings shall include documentation of reimbursable expenses and billed items sufficient for CVRS, in its opinion, to substantiate billings. CVRS reserves the right to withhold payment of disputed amounts.

Optional:

b. CVRS shall reimburse Contractor for actual expenditures limited to costs for services or purchase of items identified in the line-item budget set forth in Exhibit "A" - Scope of Work, or approved in writing by CVRS.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of CVRS. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CVRS to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely

responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. CVRS shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If CVRS issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to CVRS copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) CVRS shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to CVRS for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then CVRS shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to CVRS.

9. Assignment: The parties understand that CVRS entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of CVRS, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of CVRS. If CVRS consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

a. CVRS reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:

(1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by CVRS that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

(4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

(5) Permit CVRS and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless CVRS, its directors, officers, agents, and employees (the "Indemnitees") from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities resulting from injury or death to a person or injury to property arising out of or in any way connected with the performance of this Agreement, however caused, regardless of any negligent act of an Indemnitee, whether active or passive, excepting only such injury or death as may be caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs that may be incurred by CVRS in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

**POLICY**

**MINIMUM LIMITS OF LIABILITY**

- (1) Workers' Compensation; Employer's Liability. Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
- (2) Comprehensive Automobile: Bodily Injury/Property Damage \$2,000,000 each accident.  
Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).
- (3) General Liability: Insurance Services \$5,000,000 per occurrence. If Commercial Office Commercial General Liability General Liability Insurance or other form coverage (occurrence form CG 0001). apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by CVRS). \$1,000,000 per claim.

a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CVRS.

b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects CVRS, its directors, officers, employees and agents. Any insurance or self-insurance maintained by CVRS, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
- (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CVRS, its directors, officers, employees or agents.
- (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to CVRS.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by CVRS.

d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to CVRS an original Certificate of Insurance on a standard ACORD form, or other form acceptable to CVRS, substantiating the required coverages and limits set forth above and also containing the following:

- (1) Thirty (30) days prior written notice to CVRS of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
- (2) The following statement with respect to the Commercial General Liability policy: "CVRS and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."

e. Certified Copies of Policies: Upon request by CVRS, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.

f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude CVRS from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Contractor's indemnity obligations.

16. Audit, Retention and Inspection of Records:

a. CVRS or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively referred to as "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors. Contractor agrees to provide CVRS or its designee with any relevant information requested and shall permit CVRS or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying Records for the purpose of determining compliance with Public Contract Code § 10115 et seq., Government Code § 8546.7, 2 California Code of Regulations § 1896.60 et seq. and any applicable federal laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement.

b. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Utilities Code section 10115.10.

c. An expenditure that is not authorized by this Agreement or that cannot be adequately documented shall be disallowed and must be reimbursed to CVRS within sixty (60) days of the discovery unless CVRS approves in writing an alternative repayment plan. Expenditures for work activities not described in the Scope of Work shall be deemed authorized if the performance of such activities is approved in writing by CVRS prior to the commencement of

such activity.

d. Absent fraud or mistake on the part of CVRS, the determination by CVRS of the allowability of any expenditure shall be final.

e. If so directed by CVRS upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to CVRS as depository.

17. Project Manager:

CVRS's project manager for this Agreement is Mark Heiman, unless CVRS otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the CVRS Project Manager at the following address:

Mark Heiman  
Sacramento Area Council of Governments  
1415 "L" Street, Suite 300  
Sacramento, California 95814

Contractor's project manager for this Agreement is \_\_\_\_\_. No substitution of Contractor's project manager is permitted without the prior written agreement by CVRS. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

*Name, Title*  
*Contractor*  
*Address*  
*Address*

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of CVRS to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of CVRS to enforce these provisions.

20. Litigation: Contractor shall notify CVRS immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or CVRS, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of CVRS.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor



Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures CVRS that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

23. Nondiscrimination Clause:

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age, or marital status. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or the organization's policy of maintaining a drug-free workplace;
- (3) Any available counseling, rehabilitation, and employee assistance programs; and
- (4) Penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee of Contractor who works under this Agreement will:
  - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
  - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

b. Contractor will not meet with employees or supervisors on CVRS or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

26. Other Responsibilities:

a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with CVRS's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with CVRS or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify CVRS of any and all potential violations of this paragraph upon becoming aware of the potential violation.

b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations ( 2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by CVRS, as provided for in the Conflict of Interest Code for CVRS, shall promptly file economic disclosure statements for the disclosure categories determined by CVRS, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirement of the Act, as required by law.

c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "H."

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of CVRS and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

a. Contractor agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of CVRS, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to CVRS upon request.

b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) CVRS is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless CVRS and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the

same instrument.

35. Warranty and Guarantee: Contractor warrants and guarantees to CVRS that all materials and equipment incorporated into the work will be new unless otherwise specified, and that all work, materials, and equipment will be of good quality, free from faults or defects, and in accordance with the requirements of this Agreement for a period of one (1) year after installation. Any work, materials, or equipment which does not meet such standards shall be deemed “defective work.” The CVRS Project Manager may, in his sole discretion, require Contractor, either prior to or following final payment, to correct or replace such defective work without cost to CVRS. If the Contractor does not correct or replace such defective work within a reasonable time following written notification by the CVRS Project Manager, CVRS shall have the right, but shall not be obligated, to obtain the repair or replacement of the defective work and Contractor shall pay to CVRS on demand all costs and expenses of such. The requirements of this section shall be cumulative with such other rights as provided by this Agreement, by law, and by equity, and shall not be deemed a limitation upon the rights and remedies of CVRS against Contractor.

36. Prevailing Wages: The construction, maintenance and repair work to be performed under this Agreement constitutes a “public work” under Labor Code section 1720. Contractor, and each of Contractor’s subcontractors, shall pay to all laborers, workers and employees performing any construction, maintenance or repair work under this Agreement not less than the applicable general prevailing rate of wages in the locality in which the work is to be done, as determined by the Director of the Department of Industrial Relations pursuant to Labor Code section 1770. Copies of the prevailing wage rate schedule are available at the Department of Industrial Relations. Contractor shall cause each subcontractor to insert in each subcontract, if any, a prevailing wage provision implementing the prevailing wage provision herein contained. CVRS may enforce this provision in accordance with the procedures of Labor Code section 1771.6.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

**CAPITOL VALLEY REGIONAL SAFE (CVRS)**

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MIKE MCKEEVER  
Chief Executive Officer

APPROVED AS TO FORM:

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Miller & Owen  
Legal Counsel to CVRS

RECOMMENDED BY:

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MATT CARPENTER  
Director of Transportation Services

CONTRACTOR COMPANY:

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*Name, Title*

**EXHIBIT “B”**  
**LEVINE ACT DISCLOSURE STATEMENT**

*(To be completed by all proposers on SACOG consultant contracts)*

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the SACOG Board of Directors are:

Cecilia Aguiar-Curry	Tony Hesch	David Sander
John Buckland	Diane Hodges	Don Saylor
Christopher Cabaldon	Robert Jankovitz	Walt Scherer
Stanley Cleveland	Kevin Johnson	Phil Serna
Steve Cohn	Paul Joiner	Jeff Slowey
Mark Crews	Joe Krovoza	Tom Stallard
Gary Davis	Roberta MacGlashan	Brian VeerKamp
Jack Duran	Steve Miklos	Rick West
Mary Jane Griego	Susan Peters	Scott Yuill
Carl Hagen	Susan Rohan	
Kevin Hanley	Ricky Samayoa	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES       NO

If yes, please identify the Director(s): \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

YES       NO

If yes, please identify the Director(s): \_\_\_\_\_

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

---

DATE

---

(SIGNATURE OF AUTHORIZED OFFICIAL)

---

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

---

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
  - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
  - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
  - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
  - (5) "License, permit, or other entitlement for use" means 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.
  - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her



agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

**EXHIBIT “C”**

**PRICE PROPOSAL FOR CVRS CALL BOX MAINTENANCE AND SITE REMOVAL**

<b>Task 1: MAINTENANCE COST (FLAT FEE)</b>	
MONTHLY FEE PER CALL BOX	
YEAR 1: \$	
YEAR 2: \$	
YEAR 3: \$	
YEAR 4: \$ (OPTION)	
YEAR 5: \$ (OPTION)	

<b>Task 2: SITE REMOVAL</b>		
<b>PER SITE FEE</b>	<b>PERMANENT REMOVAL - PER CALL BOX (CBX) REDUCTION IN FEE</b>	<b>PERMANENT REMOVAL - % CBXS REMOVED REDUCTION IN FEE</b>
\$	\$	\$

	\$
--	----

Submission of signed Price Proposal Form is a firm commitment to perform the work specified in the Scope of Work in accordance with this RFP. Proposer hereby agrees that the terms and prices included in this Proposal will remain open for a period of not less than 120 days after the date of the Proposal Opening.

Name of Proposing Firm:

Address:

City, State, Zip Code:

Phone Number/Fax No.:

Email address:

Name & Title of Authorizing Official:

Authorized Signature:

**EXHIBIT “D”**

**CURRENT CONTRACT WITH REPUBLIC ITS**

**EXHIBIT "E"**

**UNIVERSAL PRICE LIST**

**CAPITAL VALLEY REGIONAL SAFE – PRICE LIST**

<b><u>MAJOR COMPONENTS*</u></b>	<b><u>PRICE</u></b>
10 WATT SOLAR PANEL & ANTENNA ASSEMBLY	\$420.00
20 WATT SOLAR PANEL & ANTENNA ASSEMBLY	\$535.00
SRC ITS CALLBOX UPGRADE KIT	\$1310.00
TTY HOUSING WITH DOOE ASSEMBLY	\$425.00
TTY DISPLAY	\$250.00
CONTROLLER BOARD FOR TTY	\$375.00
KEYPAD OPTION	\$91.00
DISPLAY LENS	\$58.00

<b><u>MISCELLANEOUS ITEMS*</u></b>	<b><u>PRICE</u></b>
POLE	\$265.00
AUGER FOUNDATION	\$230.00
HANDSET AND ARMORED CORD	\$95.00
DIGITAL TRANSCEIVER GSM/GPRS	\$415.00
DIGITAL SRC CALLBOX CONTROLLER BOARD	\$790.00
6V RECHARGEABLE BATTERY	\$22.00
CALL CONNECTED LIGHT	\$24.00
(3DB GAIN) DUAL BAND UNITY ANTENNA	\$56.00
(4 DB) LOW PROFILE ANTENNA	\$65.00
6DB YAGI ANTENNA	\$140.00
CORNER REFLECTOR	\$190.00
SMA/CABLE TO ANTENNA	\$25.00
CWT CAP ANTENNA ADAPTOR	\$22.00
ATTENUATOR (10 DB – 30 DB)	\$48.00
10W SOLAR PANEL	\$235.00
20W SOLAR PANEL	\$375.00
SOLAR CABLE TO SOLAR PANEL	\$26.00
SIGN DIAMOND & ANTI-GRAFFITI	\$205.00
WIND BRACKETS	\$18.00
TAPCO HANDRAIL	\$165.00

\*MATERIAL PRICES EXCLUDE INSTALLATION, FREIGHT AND SALES TAX.

<b><u>LABOR, EQUIP. &amp; PROFESSIONAL SERVICES</u></b>	<b><u>PRICE</u></b>
FOREMAN ELECTRICIAN	\$91.00/HOUR
ELECTRICIAN	\$85.00/HOUR
PRINCIPAL ENGINEER	\$195.00/HOUR
SENIOR ENGINEER	\$165.00/HOUR
ASSOCIATE ENGINEER	\$150.00/HOUR
STAFF ENGINEER	\$125.00/HOUR
SENIOR ENGINEERING ASSISTANT	\$115.00/HOUR
ENGINEERING ASSISTANT	\$105.00/HOUR
CLERICAL	\$75.00/HOUR
CAD OPERATOR	\$75.00/HOUR
PICKUP TRUCK	\$18.00/HOUR
BUCKET TRUCK	\$25.00/HOUR
EXPENSES PAID TO THIRD PARTIES WILL BE BILLED AT ACTUAL COST + 15%	

\*\*\*PRICING IS SUBJECT TO INCREASE ANNUALLY AT THE END OF THE CONTRACT PERIOD BY 3.0% OR THE CHANGE IN THE CPI INDEX, WHICHEVER IS LOWER.

## **EXHIBIT “F”**

### **SYSTEM INSTALLATION/PERMANENT REMOVAL REPORT SPECIFICATIONS**

1. CALL BOX/SIGN NUMBER
2. AUTOMATIC NUMBER IDENTIFICATION (AIN)
3. MILE POST MARK
4. DIRECTION INSTALLED ON HIGHWAY
5. SITE TYPE
6. TEXT DESCRIPTION OF LOCATION
7. TEXT DESCRIPTION OF BEST ACCESS
8. MOBILE IDENTIFICATION NUMBER (MIN) (CALL BOX PHONE NUMBER)
9. LATITUDE/LINGITUDE AND DIFFERENTIAL CORRECTION METHOD USING GPS
10. DIGITAL PHOTO

**EXHIBIT “G”**

**SYSTEM DATABASE SPECIFICATIONS**

	UPDATE WHEN SITE CHANGED	UPDATE WHEN SITE INSTALLED	UPDATE W/ PM, CM OR AC VISIT
CALL BOX/SIGN NUMBER	√	√	
AUTOMATIC NUMBER IDENTIFICATION (ANI)	√	√	
ELECTRONIC SERIAL NUMBER (ESN)	√	√	
MILE POST MARK	√	√	
PEDESTRIAN PAD TYPE	√	√	
PEDESTRIAN PAD SIZE	√	√	
SITE TYPE	√	√	
RETAINING WALL HIEGHT (PROVED RANGE)	√	√	
HANDRAIL AT SITE?	√	√	
DIRECTION INSTALLED ON HIGHWAY	√	√	
TEXT DESCRIPTION OF LOCATION	√	√	
TEXT DESCRIPTION OF BEST ACCESS	√	√	
DISPATCH CENTER ASSIGNED TO ANSWER CALLS	√	√	
LATITUDE/LONGITUDE AND DIFFERENTIAL CORRECTION METHOD USING GPS	√	√	
SITE INSTALLATION DATE	√	√	
IN SERVICE OR OUT OF SERVICE	√		
REMOVAL DATE	√		
REINSTALL DATE	√		
MOBILE IDENTIFICATION NUMBER (MIN) (CALL BOX PHONE NUMBER)	√	√	
USER TELEPHONE NUMBER (DISPATCH CENTER NUMBER)	√	√	
ALARM TELEPHONE NUMBER	√	√	
MAINTENANCE TELEPHONE NUMBER	√	√	
INSTALL NOTES-UNUSUAL INSTALLATION NOTES	√	√	
SPEECH/HEARING IMPAIRED DEVICE INSTALLED? TYPE?	√	√	
CALL CONNECTED LIGHT INSTALLED?	√	√	
CONTROLLER CARD TYPE (E.G., “150”, “SRC”) AND VERSION # WITH DATE OF INSTALLATION	√	√	
TRANSCEIVER TYPE/MODEL WITH DATE OF INSTALL	√	√	
DATES OF ALL PREVENTATIVE MAINTENANCE (PM) VISITS TO SITE	√		√
DATES AND DESCRIPTIONS OF ALL CORRECTIVE MAINTENANCE (CM) OR SCOPE OF WORK ACTIVITIES AT SITE	√		√
WORK ORDER NUMBER FOR ALL CN AND AC ACTIVITIES AT SITE	√		√
DIGITAL SITE PHOTOGRAPHS	√	√	

**EXHIBIT “H”**

**SYSTEM OPERATION AND SITE CONDITION FORM**

OPERATIONAL TESTS	YES/NO	VISUAL INSPECTION	YES/NO
HANDSET SITS IN CRADLE PROPERLY		CALL BOX ORIENTATION CORRECT	
RINGING IS HEARD		OUTER DOOR FUNCTIONS PROPERLY	
FULLY DUPLEX COMMUNICATIONS IS ESTABLISHED		HOUSING PART SECURE	
AUDIO QUALITY IS GOOD		USER INSTRUCTIONS ATTACHED	
ANI REQUESTED BY CHP AND SENT BY CALL BOX		HANDSET RETAINING MECHANISM FUNCTIONS	
ANI VERIFIED BY CHP		HANDSET CABLE ARMORED	
LOCATION DATA VERIFIED BY CHP		ANTI-THEFT LABEL ATTACHED	
SIGN NUMBER VERIFIED WITH CHP		WEEP HOLE CLEAR	
PHONE NUMBER VERIFIED WITH CHP		HANDSET IS HEARING AID COMPATIBLE	
FEEDBACK AUDIBLE DURING PROCESS		TAMPER-PROOF HARDWARE USED ON SOLAR PANEL	
TERMINATE COMMAND RECEIVED BY CALL BOX		SOLAR PANEL HARDWARE SECURE	
CALL BOX CONNECTION TERMINATED		SOLAR PANEL CORRECTLY ORIENTED AND CLEAR	

SITE INSPECTION	YES/NO	VIRTUAL HOLD TESTING	YES/NO
HANDRAIL INSTALLED PROPERLY		VIRTUAL HOLD FUNCTIONS PROPERLY	
HANDRAIL CONSTRUCTED PROPERLY		FULL DUPLEX DROPPED	
SITE NOT OBSTRUCTED		FEEDBACK HEARD IN HANDSET	
SITE GRADING & PREPARATION IAW PLANS		BEEP HEARD IN HANDSET (CHP CALL BACK)	
SITE RETAINING/FOUNDATION WALL CONSTRUCTION IAW PLANS		FULL DUPLEX REESTABLISHED	
SHOULDER IS 8FT MINIMUM		ANI REQUESTED BY CHP & SENT BY CALL BOX	
BREAKAWAY BASE ORIENTATION CORRECT		SONALERT TESTING	YES/NO
OPERATIONS HEIGHT LIMIT SET @ 54”		SONALERT AUDIBLE	
PAD HEIGHT @ ½ “ ABOVE GRADE		SONALERT FUNCTIONS IAW SPECS	
OPPOSITE BOX PAIRING WITHIN LIMITS		ADD-ON COMPONENTS	YES/NO
HOLES IN PAD FILLED (LARGE PADS ONLY)		FEATURE OPERATIONAL	

## **CALL BOX MAINTENANCE RFP/CONTRACT TIMELINE**

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- May 2, 2013 — Transportation Committee
- May 9, 2013 – CVRS/SACOG Board mail out
- May 16, 2013 – CVRS/SACOG Board
- May 17, 2013 – Issue RFP for CVRS Call Box Maintenance
- May 24, 2013 – Deadline for Written Questions or Requests for Changes to the RFP and/or Contract
- May 31, 2013 - Response to Written Questions or Requests for Changes to RFP or contract terms; RFP Amendment or Addenda, if necessary
- June 14, 2013 @ 4 PM - Closing date for receipt of proposals
- June 20, 2013 - Finalists contacted to schedule interviews, if any
- June 26-27, 2013 - Conduct interviews (if needed); recommend contractor
- July 25, 2013 – Transportation Committee mail out
- August 1, 2013 – Transportation Committee
- August 8, 2013 – CVRS/SACOG Board mail out
- August 15, 2013 – CVRS/SACOG Board, Contract Award
- August 23, 2013 – Negotiate and execute contract
- August 26, 2013 – Start of Project, begin work

If a new CVRS Call Box Maintenance contractor is chosen, they will need approximately 4 months to complete the change to the new contractor's system, which would likely involve the following:

- August - September 2013 – New contractor develops software and database needed to direct and track call box calls to the appropriate locations.
- September – December 2013 – New contractor will load new software on all CVRS call boxes, completing approximately 400 per month.
- December 31, 2013 – CVRS Call Box Maintenance contractor change over completed.

The potential selection of a new Call Box Maintenance contractor necessitated an extension of the Capitol Valley Regional SAFE Call Box Maintenance Contract from its expiration of June 30, 2012, to December 31, 2013.