



REQUEST FOR PROPOSALS

El Dorado County Freeway Service Patrol

March 3, 2026

**EL DORADO COUNTY TRANSPORTATION COMMISSION
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PLACERVILLE, CALIFORNIA 95667
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REQUEST FOR PROPOSALS

EL DORADO COUNTY FREEWAY SERVICE PATROL

TABLE OF CONTENTS

I. INTRODUCTION 1

II. BACKGROUND 1

III. PROJECT SUMMARY AND DESCRIPTION..... 2

IV. SCOPE OF WORK/SERVICES 2

V. CONTACT PERSON 8

VI. PROJECT TIMETABLE 8

VII. GENERAL CONDITIONS 8

VIII. PROPOSAL CONTENT AND ORGANIZATION 10

IX. PROPOSAL EVALUATION AND SELECTION..... 12

X. PROTEST PROCEDURES..... 12

XI. PAYMENT SCHEDULE 16

XII. PROFESSIONAL SERVICES AGREEMENT 16

ATTACHMENTS:

A: Beat Description

B: FSP Service Map Area

C: Tow Truck Specifications

D: Sample Cost Proposal

E: Sample Professional Services Agreement

F: Valley Division Freeway Service Patrol Standard
Operating Guidelines January 2026

I. INTRODUCTION

The El Dorado County Transportation Commission (“EDCTC” or the “Commission”) is the Regional Transportation Planning Agency (RTPA) for El Dorado County. EDCTC represents the regional transportation planning interests and is responsible for coordinating regional transportation for the western slope of El Dorado County and the City of Placerville. This planning and programming authority does not include that portion of the County within the Tahoe Regional Planning Agency (TRPA) boundaries. TRPA is the RTPA for the Tahoe area.

The Commission shall be composed of the following members: four Supervisors appointed by the El Dorado County Board of Supervisors, two Council Members appointed by the City Council of each incorporated city in the portion of El Dorado County outside of the Tahoe Basin, unless there is only one incorporated city, in which case that city shall appoint three Council Members. The City Council of the City of South Lake Tahoe shall appoint one Council Member to serve as an ex officio non-voting member and the District Director of the California Department of Transportation (Caltrans, District 3) shall designate one ex officio non-voting member. The City shall also appoint a Council Member to serve as an alternate.

DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Commission include the following:

1. Establishment of rules and regulations to provide for administering transportation planning and allocating the Transportation Development Act (TDA) Funds.
2. Receipt and approval of claims for TDA Funds.
3. Conduct public meetings and hearings as required by law.
4. Administer the regional transportation planning process.
5. Every five years update and adopt a Regional Transportation Plan.
6. Every two years adopt a Regional Transportation Improvement Program.
7. Work with the Sacramento Area Council of Governments, as the federally designated transportation planning agency for El Dorado County to determine air quality conformity of transportation plans, programs, and projects.
8. Oversee the delivery of State Transportation Improvement Program projects, pursuant to the requirements of Senate Bill 45 (Statutes of 1997) and the April 1998 Memorandum of Understanding with Caltrans.
9. Coordinate, consult, and collaborate with the Shingle Springs Rancheria.
10. Conduct outreach efforts to the traditionally under-represented and under-served populations such as the elderly, disabled, low-income, and minority (i.e. African American, Hispanic, Asian American, American Indian/Alaskan Native, and Pacific Islander) community groups.
11. Administer the El Dorado County Airport Land Use Commission and related aviation system planning activities.
12. Administer the El Dorado County Freeway Service Patrol (FSP).

II. BACKGROUND

Crashes, vehicle breakdowns, debris removal, or other unforeseen events regularly clog California’s freeways. According to the California Department of Transportation (Caltrans),

such incidents cause more than 50 percent of traffic congestion, and lead to unsafe conditions as well as vehicle delays causing poor air quality and loss of worker productivity.

The FSP Program is a congestion management program operating in the metropolitan areas of the state that facilitates the rapid clearing of crashes and other incidents, thereby improving traffic flow. FSP tow truck drivers patrol designated sections of congested freeways primarily during peak traffic periods, stopping to assist motorists, removing debris from the roadway or towing vehicles from the freeways.

The state's FSP Program is jointly administered by Caltrans, the California Highway Patrol (CHP) and the Local Agencies. FSP tow service is provided by private tow vendors under contract with the Local Agencies. The first program was piloted in Los Angeles and was later expanded into other regions by state legislation in 1991. FSP tow operations are funded by a combination of state, local money, and federal resources.

III. PROJECT SUMMARY AND DESCRIPTION

The EDCTC is releasing this RFP to continue implementation of a Freeway Service Patrol (FSP) program using grant funding secured from the state as well as from the Capitol Valley Regional Service Authority for Freeways & Expressways (SAFE) operated by the Sacramento Area Council of Governments (SACOG). The focus of this program is to help reduce traffic congestion on US 50 during peak commute hours by mitigating incidents and minor accident-related traffic congestion. The El Dorado County FSP will operate a tow truck service vehicle on the beat, beginning from the western El Dorado County line near El Dorado Hills traveling approximately 10.5 miles east to Greenstone Road. The scope and schedule, beat length, and hours of service may vary during the length of the contract to accommodate fluctuations in peak commute hour congestion or other variables. The contract award for this RFP will be for a five-year period. The five-year contract period covers the following California State fiscal years:

- July 1, 2026 – June 30, 2027
- July 1, 2027 – June 30, 2028
- July 1, 2028 – June 30, 2029
- July 1, 2029 – June 30, 2030
- July 1, 2030 – June 30, 2031

THE CONTRACT IS SUBJECT TO TERMINATION SHOULD STATE FSP or SACOG SAFE FUNDING BE ELIMINATED AT ANYTIME DURING THE FSP CONTRACT.

IV. SCOPE OF WORK/SERVICES

The purpose of the FSP is to decrease congestion and delay by providing for the timely removal of disabled vehicles along the selected section of US 50, hereto referred to as the "Beat" beginning at the western El Dorado County line extending easterly to the Greenstone Road interchange. Where conditions permit, safe removal of small debris will also be required. Contractor vehicles shall be exclusively dedicated to the FSP service during the hours of operation. All vehicle maintenance activities shall be conducted during non-service hours.

The Contractor's vehicle operators shall assist motorists involved in minor accidents, disabled vehicles, and other incidents as requested. They shall be responsible for clearing the beat of disabled automobiles, small trucks, and small debris. When and where conditions warrant, service may be performed on disabled vehicles on the shoulders of the roadway. When and

where conditions do not warrant, vehicle operators will remove vehicles from the freeway and bring them to a designated drop location off the highway. The vehicle operators shall continuously patrol their assigned beat during designated hours and respond to CHP dispatched calls for service, use the designated turnaround locations, and use the designated drop locations.

FSP vehicle operators may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline, and temporarily tape cooling system hoses. Vehicle operators may spend a maximum of ten minutes per disablement in attempting to mobilize a vehicle. If a vehicle cannot be mobilized within the ten-minute time limit, it should be towed to a designated drop location. The motorist can request the FSP vehicle operator to call the CHP Communications center to request a CHP rotational tow or other services. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during the FSP shift unless called as a rotation tow by the CHP.

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

To promote a safe work environment and to maintain a level of professionalism, the CHP has developed a set of Standard Operating Guidelines for the FSP program that must be followed by the tow Contractor and their vehicle operators. There may be some instances where FSP vehicle operators may be requested to provide assistance to CHP officers. FSP vehicle operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the Freeway Service Patrol program.

EQUIPMENT REQUIREMENTS:

A. General Truck Requirements

Trucks must be exclusively dedicated to the FSP program during its hours of operation for the El Dorado County FSP. The Contractor shall be required to maintain the number of certified FSP vehicles/drivers per Attachment A. A back-up truck may be used when a regular truck is unavailable. A back-up truck must be in service on the beat within 45 minutes of the time a permanently dedicated vehicle is taken out of service for any reason in order to avoid fines and penalties. The Contractor shall not be paid for the 45-minute time period that a contractually required truck is not in service. Additionally, the contractor will be assessed a penalty of one half of the hourly rate for the time missed on the beat after the 45-minute grace period. The Contractor must notify CHP whenever a regular FSP truck is removed from service. Back-up trucks must meet all the specification and equipment requirements set forth below for regular FSP trucks. The Contractor must also notify CHP when a regular FSP vehicle is returned to service.

All FSP tow trucks shall meet the following standards for safe towing:

- Minimum Gross Vehicle Weight Rating (GVWR) of 21,000 lbs. - Total weight of the truck, including the lifted load, must fall within the manufacturer's GVWR and must not exceed either the front or rear axle weight ratings
- Rear axle minimum rating of 15,000 lbs.
- Carrier bed of steel or aluminum with minimum 21 ft. length
- For proper steering and braking, the front axle must carry at least 50% of its normal or unladen weight after the load is lifted
- FSP tow trucks shall be equipped at a minimum with the materials identified below
- Any equipment not placed in a storage compartment shall be secured to the truck

- Refurbished tow truck beds not more than three years old at the beginning of the contract period and refurbished not more than one time may be used. The refurbished bed must have been certified by a qualified tow truck builder that the tow truck bed's boom, wheel lift, moving parts, hoses, mounting bolts, wiring, safety chains, winch cable, sling straps, paint and control labels have either been replaced or are in good working order.
- A tool kit for small equipment items is required. Additional materials may be supplemented at the Contractor's option and expense.

Prior to commencement of service, the Contractor must pass the CHP performed Level 1 inspection of the trucks designated for FSP service. Succeeding Level 1 inspections will occur periodically as determined by the CHP. Inspection records will be kept on file at CHP offices and at Contractor's local office. The Contractor shall also maintain a maintenance record for each FSP vehicle. If a vehicle does not pass CHP inspection, all problems must be rectified, or another vehicle must be substituted prior to the start of the contract. Any unsafe or poorly maintained vehicle or improperly equipped vehicle shall be removed from service or repaired as directed by CHP.

FSP Vehicle Markings and Logos

Markings/logos on all FSP vehicles must conform to the requirements shown on ATTACHMENT D, VEHICLE SPECIFICATIONS. It is Contractor's responsibility to ensure that all FSP markings/logos are displayed in accordance with Attachment D during FSP service hours. Said markings must either be removed or covered immediately upon the completion of each FSP shift. The method of attachment or cover of FSP required markings/logos must be approved by the CHP. Should requirements for placement or removal of any signage and/or markings/logos be modified in any way during the term of the contract, Contractor will be given 60 days to adhere to said requirements.

Depending on the extent of changes to signage placement and/or markings/logos EDCTC will, at its discretion, negotiate with the Contractor on the 60-day adherence policy. EDCTC will reimburse the contractor for the acquisition of the appropriate number of FSP logos for their vehicles. The Contractor shall be required to keep FSP markings/logos clean and in readable condition throughout the FSP operation.

B. COMMUNICATION EQUIPMENT

All FSP trucks shall be equipped with radios and/or hands free-enabled cellular phones to enable the operator to communicate with their base office. All FSP trucks shall be equipped with an external speaker and public address system. The speaker and address system shall be configured to allow the driver of a disabled vehicle to hear instructions transmitted from the cab of the FSP truck when the truck is adjacent to the rear of the disabled vehicle. Operators are required to have an electronic device for data entry and GPS location with the current FSP Tracker application installed. The operator shall be logged in to the application while on shift. Operators may not go in-service without a properly functioning electronic device logged into the required application. All FSP trucks shall be equipped with radios which will enable the operator to communicate with CHP Communications Center. The Contractor shall acquire, install, and program CHP communication radios on behalf of EDCTC. EDCTC will reimburse Contractor for purchase price of radio(s) installed in FSP trucks. The Contractor shall return the CHP communications radios to EDCTC upon completion of the contract. The Contractor shall be responsible for maintaining the security of the vehicle communication equipment. The Contractor shall be liable for any damage, other than normal wear and tear, to the communication equipment. The Contractor shall also be liable for the full replacement

value of the communication equipment installed in the trucks while said equipment is in the care, custody, and control of Contractor or its agents.

C. VEHICLE OPERATORS

The Contractor must possess the following required items during the term of the contract:

- A current and valid Motor Carrier Permit issued by the State of California for each vehicle in service.
- A current and valid Department of Motor Vehicle (DMV) vehicle registration certificate and sticker for each vehicle in service.
- A current and valid business license to operate a tow business.
- Current vehicle and personal liability insurance coverage.
- Current DMV Tow Truck Driver Certificate (DL 64) for each FSP driver.
- Current DMV Medical Certificate (MCSA 5875/5876) for each FSP driver.

All operators shall be 21 years of age or older. Potential operators shall be subject to driving record and criminal background checks. The driving record and criminal background checks shall be conducted by CHP upon application for the DL64 certificate. All application fees for said certificate shall be paid by the Contractor. Potential operators shall be sufficiently experienced in tow truck operation and proficient with all required FSP equipment so as to provide safe and proper service. All potential operators must demonstrate their tow operating abilities to the satisfaction of CHP at the formal FSP training class. Additionally, the operators will be required to exercise sound judgment in carrying out their duties and conform to procedures outlined in the Valley Division Freeway Service Patrol Operating Guidelines available if needed.

FSP operators must inform the CHP Communications Center any time they leave an assigned beat for any reason. This includes replenishing expendable items such as gasoline, fire extinguisher, etc., and transporting a disabled vehicle to a CHP-designated drop location. FSP operators shall be required to complete motorist assist records for each assist.

Any FSP vehicle operator found working under the influence of drugs or alcohol shall be dismissed immediately with the possibility of arrest. The Contractor shall be responsible for finding a replacement driver for that vehicle.

The Contractor and vehicle operators shall be required to complete a two-day (16 hours) FSP training program. The Contractor shall pay operators for their time spent in the training class. No driver will be allowed to begin patrolling without completing and passing the mandatory training class. Any driver found on patrol without possessing a DL64 may be prohibited from further FSP service and the contract agreement may be subject to immediate termination. Mandatory FSP refresher training classes shall be scheduled during non-FSP hours. The refresher training shall be two hours per quarter (for a total of eight hours per year). The Contractor shall pay FSP operators for attending the training at their own expense.

D. UNIFORM REQUIREMENTS

Uniform requirements are outlined in the current Valley Division Freeway Service Patrol Standard Operating Guidelines and are listed below. These requirements are subject to change, as future versions of the Standard Operating Guidelines shall supersede all previous versions.

1. For public identification purposes, the Operator shall wear an authorized uniform at all times during FSP hours. Failure to meet uniform standards may result in the Operator being taken out of service and the Contractor being fined. Continued violations of the uniform requirements may result in the permanent dismissal of the Operator from the FSP program.
2. An Operator shall not wear the FSP uniform at any time other than while working for the FSP. In no event shall an Operator wear the FSP uniform while performing a commercial tow job outside the FSP program.
3. The Contractor shall supply each Operator with uniforms. The uniform shall either be a navy blue jumpsuit or navy blue shirt and pants. Reflective material may be sewed onto the uniform. Rain gear shall fit the individual Operator so as not to restrict his ability to move freely and must meet the FSP design requirements.
4. The uniform shall meet the following criteria:
 - a. **Jump Suit** - Jump suits shall be made of a rip-stop type material with a pleat action back, and a shape holding waist band with elastic inserts for trim fit. Zippers must be constructed of heavy-duty brass with a two-way zip front. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrists. Short sleeves shall be approximately one inch above the inside forearm, when the wearer's arm is bent at a 90-degree angle. For safety reasons, legs shall be moderately tapered and not baggy. Uniforms shall not be worn unzipped.
 - b. **Shirt and Pants** - Shirts shall be made of a rip-stop type material with a pleat-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrists. Short sleeves shall be approximately one inch above the inside forearm, when the wearer's arm is bent at a 90-degree angle. For safety reasons, legs shall be moderately tapered and not baggy. Uniform shirts shall not be worn unbuttoned and shall be tucked into the pants.
 - c. **Safety Vest** – A safety vest shall be worn over the blue uniform at all times during FSP operations. The vest shall be a standard ANSI class 3 safety vest in accordance with the California Code of Regulations, Title 8, Section 1598. Additionally, the small FSP logo patch shall be attached to the left front pocket area of the vest. For safety reasons and to present a neat appearance, vests shall be buttoned or zipped at all times during FSP operations.
 - d. An Operator may wear a long or short sleeved navy blue or white turtleneck, T-shirt, or sweatshirt underneath his long or short sleeve uniform shirts. If a short sleeve shirt is worn, a short sleeve tee shirt must be worn (no "baseball" sleeves). Only navy blue or white colors are allowed for shirts worn underneath uniform shirts. Undershirts that were once navy blue or white but have become excessively faded or soiled are not acceptable.
 - e. A plain (no wording or design) navy blue jacket may be worn over the FSP uniform. The jacket must be waist length and fitted, not oversized. The FSP safety vest shall be worn over the plain blue jacket. An ANSI class 3 safety jacket may also be worn. The FSP safety vest shall be worn over the jacket if the jacket is plain. Otherwise, the jacket shall meet the requirements of the FSP safety vest.
 - f. An Operator shall wear black general duty leather steel-toed or ceramic-toed boots that have an adequate amount of sole (tread) to ensure a sure grip on slippery surfaces. Boots shall be maintained in good condition. Boots shall be tied, and the laces may not hang onto the ground. Rubber steel-toed boots will be allowed as an option during inclement weather. No other footwear is acceptable.
 - g. Shirts or jumpsuits shall have one or two chest pockets. Single pocket shirts or jumpsuits shall have the chest pocket placed on the left.

h. Accessories:

i. **FSP Identification Card** – An FSP Identification card shall either be prominently displayed in the Operator's truck or be worn on the Operator's uniform with the photograph side clearly visible to the public.

ii. **Name Tag** – The first initial and full last name shall be embroidered above the right chest pocket area of the FSP safety vest or jacket. Letters shall be between one-half and one inch in height. A detachable metal or plastic name plate may be worn in place of the embroidered name at the contractor's option. Employees who have yet to have their name embroidered on their vest shall wear their laminated FSP ID card so it is clearly visible to the public.

iii. **FSP Patches** –The small FSP logo shall be sewn above the left front pocket of the FSP safety vest or FSP safety jacket.

iv. **Rain Gear** - During inclement weather, rain gear may be worn. For safety reasons, the rain gear shall be yellow with reflective tape on the jacket. If ANSI class 3 safety rain gear is worn, in accordance with the California Code of Regulations, Title 8, Section 1598, the FSP vest need not be worn.

v. **Hats** - Hardhats or baseball caps are the only type of hats allowed. Hats are optional. FSP baseball caps are to be worn with the logo/bill facing forward. During inclement weather, a navy blue or yellow safety beanie/knit cap may be worn. All caps must be plain or approved by CHP prior to wearing.

vi. **Gloves** – For safety reasons, work gloves shall be used when servicing vehicles.

vii. **Reflective Tape** – Reflective tape may be applied to both sleeve and leg cuffs and across the upper back.

5. Drivers shall start each day with a clean uniform. Examples of uniform violations include but not limited to; torn uniforms, torn/missing patches, non-steel-toed boots, improper placement of patches, unapproved hat, wrong color t-shirt, or excessive fading or wear.

E. CONTRACTOR'S OFFICE

The Contractor shall provide an office for contract administration purposes. The office shall be staffed by an "authorized representative" who has the authority to conduct business and make decisions on behalf of the Contractor. The office shall be open for business Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. The Contractor shall also provide an authorized representative during regular FSP hours to answer any inquiries from EDCTC, CHP, or Caltrans. The Contractor shall furnish radio service, telephone service, fax service, pager service, or any combination of the above, such that all inquiries can be responded to within 15 minutes from receipt of inquiry. Failure to respond within 15 minutes may result in contract termination. At all other times, the Contractor shall provide service as necessary to log all calls, complaints, or any inquiries relative to FSP activities.

F. COMPLIANCE WITH STANDARD OPERATING GUIDELINES

Contractor shall comply with all provisions of the Valley Division Freeway Service Patrol Standard Operating Guidelines, dated February 2026, or later, which more specifically details the standards for professionalism and conduct, operator duties and responsibilities, policies and procedures for operational situations, safety, tow procedures, radio communications, documentation and reporting, sexual harassment, drug and alcohol policies, criminal conduct while on or off duty, violations and penalties, and certification requirements.

V. CONTACT PERSON

Dana Keffer
Administrative Analyst
El Dorado County Transportation Commission
2828 Easy Street, Suite 1
Placerville, CA 95667
530-642-5260
dkeffer@edctc.org

VI. PROJECT TIMETABLE

March 3, 2026Release Request for Proposals
April 16, 2026.....**Closing Date for Receipt of Proposals (4:00 p.m.)**
April 20, 2026.....Finalists contacted to schedule interviews, if required
April 23, 2026.....Conduct interviews, if required
May 7, 2026Contract award
July 1, 2026.....Begin FSP Service

Contract is subject to termination should FSP funding be eliminated at any time during the FSP contract.

Proposals must be **received** no later than **4:00 pm on April 16, 2026**, at the EDCTC office.

**EL DORADO COUNTY TRANSPORTATION COMMISSION
2828 EASY STREET, SUITE 1
PLACERVILLE, CA 95667**

Proposals must be submitted via email to dkeffer@edctc.org with a Subject Title that is clearly marked **“El Dorado County Freeway Service Patrol.”** Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that his or her name or firm’s name, as well as that of proposer subcontractors, does not appear on the Comptroller General’s list of ineligible contractors for federally assisted projects.

VII. GENERAL CONDITIONS

A. Limitations

This Request for Proposal (RFP) does not commit EDCTC to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. EDCTC expressly reserves the right to reject any and all proposals or to waive any irregularity or information 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. EDCTC reserves the right to withdraw this RFP at any time without prior notice. Further, EDCTC reserves the right to modify the RFP schedule described above.

B. Award

EDCTC plans to ask RFP finalists, if required, to present oral presentations regarding their firms and any special expertise in the necessary areas. 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. EDCTC also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Following the initial qualifications-based selection, the price proposal provided will be the basis for negotiations to ensure EDCTC receives a fair and reasonable price.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by EDCTC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP 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 EDCTC shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Precontractual Expense

Precontractual expenses are defined as expenses incurred by proposers and selected contractor in:

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

In any event, EDCTC 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. EDCTC 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 shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company 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(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Award of the contract is expected by May 7, 2026.

G. Term

The term of the contract will be five years from approximately July 1, 2026 to June 30, 2031.

H. **Fiscal Out Clause**

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by EDCTC to continue services for which the agreement was intended.

I. **Insurance**

The successful firm shall provide evidence of the following insurance requirements:

1. Workers Compensation; Employer's Liability: Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
2. Comprehensive Automobile: Bodily Injury/Property Damage \$1,000,000 each accident.
3. General Liability: \$1,000,000 per occurrence naming the El Dorado County Transportation Commission as an additional insured.

J. **Contract Arrangements**

The proposer is expected to execute a contract similar to EDCTC's Professional Services Agreement, which meets the requirements of the current transportation funding and authorization act.

1. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
2. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. 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.
3. Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to EDCTC any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

VIII. 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.

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).

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(s) firm, and who may be contacted during the period of proposal

evaluation. Only one transmittal letter needs to 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 the role and relationships of EDCTC and an awareness of issues specific to the El Dorado County Freeway Service Patrol.

4. Technical Approach

Technical approach should include:

- a) A brief description of the tow company including the year the company was established, type of organization of the company (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the company's qualifications for performing the subject services;
- b) A brief description of the company's experience with similar projects;
- c) A thorough explanation of the company's proposed course of action. References should be made to the RFP requirements and the company's plans for meeting those requirements; and

5. Project Management

The proposer must prepare an explanation of the project management system and practices to be used to ensure that the proposed services are completed timely and that the quality of the FSP service will meet EDCTC's requirements.

6. Contractor Staff

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. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

7. Contractor Qualifications and References

The proposal must include a list of references for similar clients. References should include client contact names, addresses, 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. The proposal must also include disclosure of any actual, apparent, or potential conflicts of interest.

8. Cost Proposal

The cost proposal shall describe the hourly rate for the operation of the service, the vehicle operator, and any staff to be assigned to this contract. Additionally, a summary of any other related costs that are to be billed directly.

The cost proposal shall be submitted as a separate email attachment.

All proposals shall be **received** no later than **4:00 pm on April 16, 2026**. RFPs must be **submitted via email to dkeffer@edctc.org with a subject title that is clearly marked "EL DORADO COUNTY FREEWAY SERVICE PATROL RFP"**.

All proposals, whether selected or rejected, shall become the property of the El Dorado County Transportation Commission.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

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

IX. PROPOSAL EVALUATION AND SELECTION

A proposal review panel made up of members of EDCTC and the selected Evaluation Committee will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews on the date identified in the project timetable. Previous clients will also be called. The panel will make recommendations to the EDCTC Commission on the basis of the proposal, oral interview, and reference checks. EDCTC reserves the right to select a Contractor 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, evaluated, and scored with criteria designed to help judge the quality of the proposal. Evaluation criteria will include:

- **(20 Points)** - Understanding the purpose and requirements of the Valley Division Freeway Service Patrol Standard Operating Guide – February 2026
- **(20 Points)** - Familiarity with the project area and the type of issues and problems associated with the project
- **(20 Points)** - Ability to meet the project's goals and objectives
- **(20 Points)** - Qualifications, specific experience, and technical competence of the personnel to be assigned to this contract
- **(20 Points)** - Cost estimate including hourly fee schedule and total bid amount

X. PROTEST PROCEDURES

A. Purpose and Applicability

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by the EDCTC concerning its procurement activities.

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

Procurements involving FTA funds are subject to additional protest procedures established by that agency. Procedures applicable to FTA-funded procurements are so identified.

B. Definitions

The following definitions apply to terms used in this section:

DAYS: Unless otherwise specified, refers to the EDCTC working days.

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

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

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

C. **Basis for Protest**

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist; or, b) the EDCTC solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

- (a) Violation of federal, state or local law or regulation
- (b) Sole source procurements
- (c) Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published
- (d) Changes to evaluation criteria made during the evaluation process
- (e) Local or DBE preferences
- (f) Solicitation advertising violating applicable laws or regulations
- (g) Provision of inadequate time to prepare a proposal.

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

D. **Pre-Award Protests**

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

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the EDCTC.
2. Protests must be submitted in writing to the attention of the EDCTC Executive Director. The written protests shall include:
 - (a) The name, address, and telephone number of the protester
 - (b) The EDCTC solicitation number and project description
 - (c) A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation
 - (d) The resolution sought from the EDCTC by the protester.
3. The EDCTC Executive Director shall receive the protest and issue written notification to the protester within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.
4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
 - (a) The goods or services being procured are urgently required

- (b) Delivery or performance will be unduly delayed by failure to make an award promptly
- (c) Failure to make prompt award will result in termination of a critical EDCTC function or activity or otherwise cause undue harm to the EDCTC, or
- (d) The EDCTC Executive Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process

The EDCTC Executive Director shall be responsible for making a written determination that circumstances require the EDCTC to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the EDCTC Executive Director.

5. All protests received within the specified period shall be examined by the EDCTC Executive Director.

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

6. The EDCTC Executive Director may attempt to resolve the protest with the affected party. If a) the EDCTC Executive Director elects not to attempt such resolution, or b) resolution is attempted but not achieved, the protesting parties may appeal to the El Dorado County Transportation Commission (hereinafter "Commission") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Commission shall be a waiver of any other rights under the EDCTC Protest Procedures. For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.
7. The Commission shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Commission. The Commission may elect to appoint a sub-committee to review the protest and make a recommendation to the Commission at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Commission. Such parties shall be afforded an opportunity to present their case at the Commission meeting.
8. The Commission shall then make a formal decision on such protests at a public meeting. The decision of the Commission, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The EDCTC Executive Director shall notify protesting parties in writing of any protest decision made by the Commission.

Except under conditions described in item 4 above, such decision by the Commission shall be made prior to award of any contract related to the subject procurement.

9. Should the Commission deny the protest, the EDCTC may proceed with the procurement process. In the case of FTA-funded procurements, no contract shall be awarded within five (5) days following the Commission's decision unless such award is necessary due to circumstances described in item 4 above. If the

decision of the Commission is to uphold the protest, then the EDCTC shall proceed pursuant to Commission direction.

E. Post-Award Protests

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

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

F. Additional Protest Procedures for FTA-Funded Procurements

FTA Protest Review Procedures

The EDCTC shall inform protesting parties that circumstances under which FTA will accept and review protests are limited to the following:

- (a) The alleged failure of the EDCTC to have written protest procedures
- (b) The alleged failure of the EDCTC to follow such procedures
- (c) The alleged violation by the EDCTC of a specific federal requirement which provides an applicable complaint procedure

In the instance of (c) above, the applicable complaint procedure shall be submitted and processed in accordance with pertinent federal regulations e.g., 49 CFR Part 661, Section 661.15 for Buy America, or 49 CFR Part 26 for Disadvantaged Business Enterprise (DBE) participation.

Should a protest be filed with FTA under either (a) or (c) above, the following process will be used by FTA pursuant to Circular 4220.1B, Chapter V:

1. Parties shall file a protest with FTA no later than five (5) days after a final decision is rendered by the Commission as provided herein. In instances where the protester alleges that the EDCTC failed to make a final determination on the protest, protesters shall file a protest with FTA no later than five (5) days after the protester knew or should have known of the EDCTC' failure to render a final determination on the protest.
2. The EDCTC shall not award a contract for five (5) days following its decision on a bid protest except in accordance with the provisions and limitations of item 9 and item 4 of the protest procedures. After five (5) days, the EDCTC shall confirm with FTA that FTA has not received a protest on the contract in question.
3. Protests shall be filed with the FTA Region IX office.
4. The protest filed with FTA shall:
 - (a) include the name and address of the protester
 - (b) identify the grantee, project number, and the number, if any, of the contract solicitation.
 - (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest

- procedures or the alleged failure to have procedures, and should be supported by documentation to the extent possible
- (d) include a copy of the local protest filed with the EDCTC along with a copy of the EDCTC decision, if any.
5. FTA shall notify the EDCTC in a timely manner of the receipt of a protest. FTA shall instruct the EDCTC to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The EDCTC shall instruct all who receive such notice that they may communicate further directly with FTA.
 6. The EDCTC shall submit the following information to FTA not later than ten (10) days after receipt of notification by FTA of the protest:
 - (a) a copy of the EDCTC protest procedures.
 - (b) a description of the process followed concerning the protest, and
 - (c) any supporting documentation
 7. The EDCTC shall provide the protester with a copy of the above submission.
 8. The protester may provide any comments on the EDCTC submission no later than ten (10) days after the protester's receipt of such material.
 9. When a protest has been filed in a timely fashion with the EDCTC before award, the EDCTC shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with FTA, during the period in which the protest is pending, unless the EDCTC determines that:
 - (a) The items to be procured are urgently required.
 - (b) Delivery or performance will be unduly delayed by failure to make the award promptly, or
 - (c) Failure to make prompt award will otherwise cause undue harm to the EDCTC or the Federal Government

In the event that the EDCTC determine that the award is to be made during the five (5) day period following the local protest decision or the period in which the protest is pending, the EDCTC shall notify FTA prior to making such award.

10. Upon receipt of the material described herein, FTA will either request further information or a conference among the parties or will render a decision on the protest.
11. The protest procedures contained herein shall be included in solicitation documents issued by the EDCTC for all federally assisted procurements.

XI. PAYMENT SCHEDULE

Fees shall be billed on a monthly basis. All invoices will be emailed to EDCTC at dkeffer@edctc.org.

XII. PROFESSIONAL SERVICES AGREEMENT

The selected consultant must enter into a Professional Services Agreement with EDCTC for provisions related to compensation, conflict of interest, indemnification, insurance, etc. The annual hourly billing rates and fuel adjustment amounts will be incorporated into the

professional services agreement. The proposal's transmittal letter shall state the Consultant's ability to comply with the contract provisions as outlined in EDCTC's sample professional services agreement or indicate which provisions will require amendments during contract negotiations.

ATTACHMENTS:

- A: Beat Description
- B: FSP Service Map Area
- C: Tow Truck Specifications
- D: Sample Cost Proposal
- E: Sample Professional Services Agreement
- F: Valley Division Freeway Service Patrol
Standard Operating Guidelines January 2026

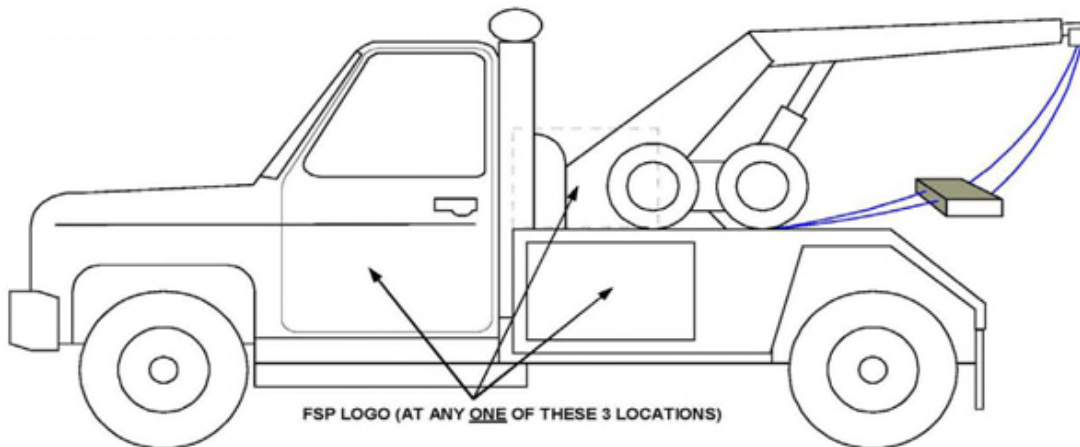
**ATTACHMENT A
Beat Description**

El Dorado County Freeway Service Patrol Beat Description								
Beat	Freeway	Segment	Weekdays		Number of Days Per Year (Approx.)	One Way Length (In Miles)	# of Tow Trucks Primary/Backup	# of Drivers Primary/Backup
			AM Shift	PM Shift				
ELD-1	50	El Dorado/Sacramento County Line to Greenstone Road Interchange	0630-0900	1530-1830	256*	10.1	1/1	1/1

*Number of days will vary based on contract year as no major holidays will have FSP service should they fall on a weekday. The holidays below will be observed in 2026 and are subject to change.

- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Holiday Break (Christmas Eve to New Years Day)

ATTACHMENT C
Tow Truck Vehicle Specifications
(Flat Bed Tow Truck)



- Vehicles must be painted white and shall bear the Freeway Service Patrol Logo on either: both doors, on the truck body directly behind the cab on both sides, or in a sign holder securely attached to the top of the truck bed behind the cab on both sides of the vehicle
- Beat Identification Numbers must be displayed at a location approved by the CHP
- The maximum size for all letters and numbers below the roof is 4 inches in height
- Exact placement and size of proposed trim must be approved in writing by the EDCTC or the CHP
- Any proposed trim must be blue in color and limited to one stripe, a minimum of 4 inches in width

ATTACHMENT D
Sample Cost Proposal

Sample Cost Proposal
<https://www.edctc.org/requestsforproposals>

ATTACHMENT E
Sample Professional Services Agreement

Sample EDCTC Professional Services Agreement is located at:
<https://www.edctc.org/requestsforproposals>

ATTACHMENT F
Valley Division Freeway Service Patrol Standard Operating Guidelines

Valley Division Freeway Service Patrol Standard Operating Guidelines
<https://www.edctc.org/requestsforproposals>