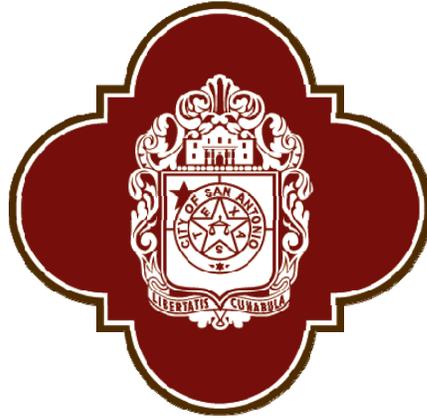


CITY OF SAN ANTONIO

SAN ANTONIO POLICE DEPARTMENT



**REQUEST FOR PROPOSAL
("RFP")**

for

Management of Towing Services

Release Date: January 18, 2015
Proposals Due: February 20, 2015

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

002 - TABLE OF CONTENTS

Section		Page Number
002	Table of Contents	2
003	Background	3
004	Scope of Service	4
005	Additional Requirements	11
006	Term of Contract	13
007	Pre-Submittal Conference	13
008	Proposal Requirements	13
009	Changes to RFP	15
010	Submission of Proposal	15
011	Restrictions on Communication	16
012	Evaluation of Criteria	17
013	Award of Contract and Reservation of Rights	17
014	Schedule of Events	18
015		
RFP Exhibits		
RFP Exhibit 1	SBEDA Ordinance Compliance Provisions	19
RFP Exhibit 2	Insurance Requirements	27
RFP Exhibit 3	Indemnification Requirements	30
RFP Exhibit 4	Local Preference Program	31
RFP Exhibit 5	Veteran-Owned Small Business Preference Program	32
016		
RFP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment A, Part 1	General Information	33
Attachment A, Part 2	Experience, Background, Qualifications	38
Attachment A, Part 3	Proposed Plan	39
Attachment B	Proposed Fee/Compensation Schedule	40
Attachment C	Contracts Disclosure Form	42
Attachment D	Litigation Disclosure Form	43
Attachment E	SBEDA Form	44
Attachment F	Local Preference Program Identification Form	45
Attachment G	Veteran-Owned Small Business Preference Program Identification Form	46
Attachment H	Signature Page	47
Attachment I	Proposal Checklist	49

003 - BACKGROUND

The City of San Antonio (“City”) seeks a respondent to provide management of towing services for the City. In these services, the City requires a towing management system capable of performing dispatching, recording, oversight, auditing and report generation regarding police and City initiated towing services performed by City qualified, and experienced state licensed towing companies. The selected respondent shall fully manage the assignment of Police and City initiated tows and oversee the performance of the services provided. The respondent may perform one or more of the services requested in this RFP while maintaining the subcontracting requirements.

In 2008, the City put out a RFP seeking up to six (6) qualified contractors to provide prompt, reliable and efficient towing services for up to six (6) Zones for the entire City. Selected contractor(s) would not be awarded more than three (3) zones. The contract was awarded to multiple towing contractors assigned to specific zones. The Contractor(s) are paid a set amount per tow, based on the vehicle’s respective GVWR, (gross vehicle weight rating). The number of police-initiated tows averages 40,000 to 45,000 annually. Additionally, there are approximately 1,500 police vehicle tows annually. The City has one Vehicle Storage Facility (“City’s VSF”) that stores all vehicles impounded by the San Antonio Police Department (“SAPD”). The City’s VSF is located at 3625 Growdon Road, San Antonio, Texas. The San Antonio Police Department oversees the management of the City’s VSF day-to-day operations. Please refer to Attachment A for a current schedule of City tow fees.

City’s current Towing Service as follows:

Police-Initiated Tows (Incident Management Tows):

Wrecker Services for police initiated tows include towing and recovery services (including heavy-duty recovery and incident management), impounding and releasing of vehicles to City’s Vehicle Storage Facility. Contractors provide labor, equipment (including tools) and material necessary for the prompt, reliable and efficient removal of motor vehicles from public streets, ways or other public property which are: 1) abandoned; 2) involved in a collision; 3) parked in violation of law; and/or 4) are to be checked for evidence (including recovered stolen vehicles and vehicles belonging to individuals in the custody of the police). Moreover, Contractors also provide all associated administrative services and the associated clean-up and/or containment of debris and materials, with the exception of hazardous materials, from accident scenes, City/State Rights of Way and private property. (The towing of junked vehicles, pursuant to the City’s nuisance abatement program contained in Chapter 19 of the City Code is not included.) Fees are collected directly or the City remits the payment for the tow dependent on the destination of the tow. Current contractor remit a \$6.00 commission fee to the City for each police directed tow. Response time and safety violation fess are also collected by the City.

SAPD Fleet Initiated Tow (Consent Tows):

All inoperable SAPD vehicles (SUVs, sedans, and electric vehicles) are currently towed at no expense to the City. Services include tows, jump starts and tire changes.

Approximate Annual Quantities

Type of Tow	Approximate Annual Tows	Fees Collected	Fees remitted to the City
Police – Initiated (Incident Management)	44,700	\$5,719,531	\$301,610
SAPD Fleet Initiated (Consent)	1,500	0	
Approximate Total of Annual Tows	45,722		

Note: These are estimates provided for informational purposes only. No guarantee of quantities is given or implied by release of this RFP or award of any contract. The selected Respondent will provide service as required based on need.

004 - SCOPE OF SERVICE

The City of San Antonio ("City") seeks a respondent to provide management of towing services for the City. In these services, the City requires a towing management system capable of performing dispatching, recording, oversight, auditing and report generation regarding police initiated towing services performed by City qualified, and experienced state licensed towing companies.

The City's overall goals related to this contract are to improve quality controls, customer service, develop and sustain the fastest and safest clearance of major roadway incidents, lessening the impact on emergency responders (i.e. transportation agencies, fire, rescue, police and emergency medical services) and the traveling public by increasing the number of trained responders to ensure safety and quick clearance of the roadways. The City encourages Respondents to be innovative and creative in using administrative and technical skills to meet the established goals.

The selected Respondent shall be responsible for performing towing management services listed below:

Towing Services

Respondent must ensure:

Provide tow services for the entire city limits;

Operate twenty-four hours a day, seven days a week;

Comply with all local, state, and federal laws;

Deploy properly licensed drivers in accordance with Texas Occupation Code Title 14, Chapter 2308;

Deploy City qualified drivers when a tow request is received from the SAPD or City Departments; with proper equipment (light duty, medium duty or heavy-duty wreckers);

Not require, request and/or accept any commission or gratuity of any kind from automobile dealerships, repair facilities/body shops, and/or insurance companies in connection with any City dispatched tow;

Maintain Light and Medium Duty Wreckers to provide safe and efficient wrecker services to the SAPD and the City of San Antonio which are no more than ten (10) years old;

Maintain Heavy Duty Wreckers and equipment to provide safe and efficient wrecker services to the SAPD and the City of San Antonio which are no more than fifteen (15) years old;

Continuing Education for advance recovery is provided to all contractors;

Be properly trained to utilize equipment in a safe and efficient manner while performing wrecker services to the SAPD and the City of San Antonio;

Make wreckers and special equipment available for inspection when requested by SAPD and/or authorized City personnel;

Complete tire changes, battery jumps, and light duty tows free of charge for all SAPD fleet vehicles.

Wrecker Driver Personnel must:

- Not operate any wrecker beyond 12 hours of any 18-hour period unless deemed an emergency and having prior approval from the Chief of Police or his designated representative.
- Wear company uniforms, be well groomed and clean, and be prompt and courteous in order to provide services.
- Complete and submit a copy to San Antonio Police Department for approval to the Texas Department of Licensing and Regulation's TDLR) towing operator license application form. Wrecker drivers shall not perform towing operations without a license issued by the TDLR.

Wrecker driver's application or permission to operate will be denied or withdrawn when the wrecker driver:

Is under indictment, charged, convicted or granted deferred adjudication that did not result in dismissal of:

- criminal homicide
- murder
- capital murder
- manslaughter, but excluding criminally negligent homicide

Is under indictment, is currently on community supervision including, but not limited to probation and deferred adjudication, or has been convicted of any of the following:

- Any offense involving fraud or theft;
- Any offense involving the unauthorized use of a vehicle;
- Any misdemeanor or felony violation of state or federal laws regulating firearms;
- Multiple offenses involving violence to any person except conduct classified as no greater than a Class C misdemeanor offense under state law;
- Any offense involving prostitution or the promotion of prostitution;
- Registered sex offender;
- Any offense involving sexual assault, sexual abuse or indecency;
- Any offense involving the sale, manufacturing or possession of drugs; or
- Any offense involving driving while intoxicated within five (5) years of the application date or more than one (1) offense involving driving while intoxicated, or a combination of driving while intoxicated and other drug or alcohol related offenses.

Is on probation, parole, or mandatory supervision for an offense noted herein;

Has falsified or materially altered or omitted pertinent information in any governmental record, including an application for wrecker driver;

Has been convicted of four (4) or more moving violations of the traffic laws of this state or any other state within the twelve (12) month period immediately preceding the date of application;

Any other job-related offense;

Has not met the requirements as set forth by federal, state and local rules and regulations;

Was suspended from operating prior to this contract with the City within three (3) years preceding the date of application;

Does not provide all the required information in the application or renewal and any documentation required to be provided with the application or renewal.

Police Initiated Tows (Incident Management Tows)

Respondent must ensure:

Wrecker drivers possess a current Tow Operator - Incident Management license and possess advance recovery experience, training and continuing education;

Respond within thirty (30) minutes or less to the dispatched location when requesting light and medium duty tows;

Respond within forty-five (45) minutes or less to the dispatched location when a heavy duty tow is requested;

Tow directly to the vehicle storage facility (VSF) designated by the SAPD, unless otherwise directed by the sworn officer on the scene or by the vehicle's owner/operator and as written on the Towing Service Record (TSR);

Do not “stash” vehicle-in-tow nor suggest to the owner or the person in-charge of such towed vehicle, that the vehicle be taken to any particular garage, repair shop, or destination;

Collect all applicable fees associated with the recovery, towing, and cleanup of the accident scene from the owner, or person in charge of said vehicle if a vehicle is towed to a place other than the City’s VSF or an approved state licensed storage area;

Tow no vehicle to any repair shop of which the selected Respondent or subcontractor has a financial interest;

Comply with instructions from police officers or firefighters in charge of the scene of an accident and with orders of the Chief of Police or his designated representative related to the towing of vehicles;

Require all wreckers to carry absorbent material for use on small amounts of fluids;

Sweep and clean all accident scenes and that all debris and materials are appropriately removed from the roadway, from the City right of way, and where necessary, state right of way;

Incident Management staff notifies the City’s staff of all major heavy-duty incidents and all hazardous materials incidents at the time a call is received, as instructed;

Cleanup fluids from power unit and trailer operated power units. Example: motor oil, diesel, reefer fuel tanks, hydraulic fluid from dump trailer power arm;

Heavy-duty Wrecker Drivers possess and maintain a WreckMaster certification or equivalent and 24-hour hazardous materials operations certification bi-annually and have proper training and experience in advance recovery rigging;

Incident Management Supervisor possesses and maintains WreckMaster certification and Towing and Recovery Association of America National Level certification or equivalent and 40-hour hazardous materials technician certification bi-annually;

Comply with the Occupational Safety and Health Act (OSHA) and shall require its employees to wear safety equipment required by OSHA during the performance of their tasks under contract with the City;

Remove all hazardous materials appropriately from public rights-of-way as a result of traffic accidents or other traffic related incidents, such as the release of oil, fuel or hazardous or unknown materials or both, in reportable quantities the roadway at the accident scene, from the City right of way, and where necessary, state right of way by a Hazardous Material/Environmental Clean-up Company;

Follow officer’s directions on the scene of any accident; make the determination as to the recovery, towing, clean-up of all debris or hazardous materials, and impoundment of any vehicles. Coordinate with the City transportation inspectors to coordinate recovery and cleanup of all scenes with the Selected Respondent’s Incident Management Supervisor and Hazardous Materials subcontractor, SAPD, San Antonio Fire Department (“SAFD”), and the owner of the vehicle(s) involved, and other local, state, or federal agencies as required;

Hazardous Material/Environmental Clean-up Company cleans up, removes and disposes of hazardous material spills, when necessary in accordance to all local, state and federal laws;

Clean without delay areas over the aquifer recharge zones to prevent pollution of ground water drinking sources;

Properly tow Public Safety Vehicles and Equipment to include, but not limited to Helicopters, Patrol Vehicles, and Bomb Truck, using qualified experienced tow operators with proper equipment;

List in the TSR Parking Enforcement Hearing Appearance Bond amount when vehicles are parked in violation of the law are towed to the City’s Vehicle Storage Facility;

Perform relocation of towed vehicles upon direction of City through SAPD’s officers or employees for accommodations of evidence processing, public utility work, parades or street closures, street construction, for actual or threatened riot or civil disorder, and/or emergency situations, at a reduced rate.

SAPD Fleet Initiated Tows (Consent Tows)

Respondent must ensure:

Wrecker drivers possess a current Tow Operator – Consent Tow or Incident Management License;

Make expedited pick-up tows within two (2) hours as identified by City;

Respond to emergency pick-up tows within 30 minutes (staff standing by or police officer);

Tow hybrid City Owned Vehicles on a flat bed or roll back truck transport;

Specialized tow SAPD vehicles and equipment such as helicopters, SWAT trucks, etc. shall be completed within 45 minutes with proper equipment;

All Light-duty City Owned Vehicles (including motorcycles) shall be towed and no tires shall have any contact with the ground;

Complete tire changes, battery jumps, and inoperable light duty tows free of charge for all SAPD vehicles.

Parking Enforcement

Airport Parking

Abandoned vehicles shall be removed within 24 hours of notification and taken to the City's Vehicle Storage Facility and ensure parking fees are noted on the TSR.

Upon direction of City staff, shall perform relocation of towed vehicles for accommodations of public utility work, street closures, and street construction, for actual or threatened riot or civil disorder and/or emergency situations at a reduced rate.

Library Parking

Illegally parked vehicles shall be removed within 24 hours at the City Libraries at the request of the Contract Towing Office.

Towing Management Dispatching Services

Respondent must:

Provide and maintain a facility to be used to house dispatch personnel. The facility shall be located within the United States, City prefers a location within Bexar County, and the size shall accommodate all required personnel and equipment capable of handling the volume listed in the Background above. The dispatch center shall be operational twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days a year;

Be able to communicate with SAPD officers, SAPD Emergency Communications, and tow truck operators by the most effective and efficient means possible;

Utilize a real-time GPS or other navigation system to manage and deploy tow truck fleet. The GPS or navigation system should be available on all wreckers utilized under this contract, including subcontractors and available to the City;

Have an automated dispatch system which enables Respondent to receive "real time" requests for Wrecker Services directly from CITY's Dispatch System or other resource that CITY deems necessary, including, but not limited to telephones, cell phones or other similar devices. Respondent shall ensure that Respondent's Dispatch System seamlessly integrates with the City's Dispatching System "real-time" via secure web services to receive (create, update, cancel) service requests and must respond to such service requests via secure web services with status updates. Furthermore, the Respondent's Dispatch System must also provide a means to manually create or modify a

service request via an online web based application. Respondent is solely responsible for any costs incurred to achieve compatibility between Respondent's Dispatch System and CITY's Dispatch System and CITY's Information Technology.

Respondent's Dispatch System shall be capable of dispatching Respondent's Equipment to an identified location promptly and efficiently.

Be capable of dispatching towing services to multiple subcontractors to ensure compliance with response time twenty-four hours, seven days a week, including holidays from a local central dispatch office(s);
Ensure tows are evenly dispatched, per available equipment, to each qualified subcontractor;

Pick-up operable and non-operable units from other City facilities or roadside within a 50 mile radius of San Antonio City Hall;
System must include web services that interface with the current Vehicle Storage Facility management system;

Dispatch wrecker service calls based on the Respondent's Emergency Contingency Plan, when needed.

Tow Management Services

Respondent assumes full and complete responsibility for:

Maintaining a local administrative office within Bexar County;

Documenting and evaluating all wrecker drivers' experience, and ensuring that their understanding, qualifications, and expertise in all areas of towing and advance recovery of vehicles meet accepted industry standards;

Maintaining a Towing Service Record ("TSR") which includes the time the wrecker service was ordered, arrived, and completed. The TSR shall itemize each charge directly related to the towing of a vehicle and the destination of the vehicle and shall include all invoices and documentation supporting any and all services performed. It is the wrecker driver's responsibility to obtain/capture the signature of the officer at the scene. The City will not compensate selected Respondent(s) for any services performed without a completed TSR which includes the signature of both the wrecker driver and the officer at the scene as well as all information listed. The City prefers for the use of electronic reporting and record keeping;

Management System time stamp request, tow subcontractor acknowledgement, arrival, response time, hooked and completed status for each tow;

Ensuring all TSR invoices and when applicable, backup documentation shall always be available/submitted to SAPD within twenty four (24) hours of completion of the wrecker services;

Providing for the safety and well-being of all personnel employed by selected Respondent(s) in the administration of awarded contract;

Providing a list to the Department of all state licensed vehicle storage facilities to include dealers, body shop and repair shops where vehicles may be taken or dropped in a secured area after business hours for approval. Any changes to the list of state licensed secured drop off sites must be reported in writing to SAPD;

Maintaining a monthly response time performance rating of ninety-eight percent (98%). A satisfactory Response Time Performance Rating is ninety-eight percent (98%) and is calculated by dividing the number of Response Time Violations in the month by the number of requests by City for Wrecker Services in that month;

Remitting monthly response time performance rating violation once verified by the City. The fees are as follows:

- 97% - \$5,500
- 96% - \$6,000
- 95% - \$6,500
- 94% - \$7,000 (will not exceed \$7,000)

Remitting Safety and Texas Department of Licensing and Regulatory violation fees;

Providing SAPD with the data required to manage and/or administer awarded contract;

Using a data format deemed appropriate and necessary by the Chief of Police or his designated representative to include, but is not limited to computer generated reports, facsimile transmissions, and electronic data transmissions;

Maintaining all financial and operational records in an accessible information management system and all such information shall be made available and accessible to the City;

Maintaining all records and documentation related to towing services and make immediately available to City upon request, during but not limited to compliance reviews;

Monitoring subcontractors' performance and addressing and correcting any performance/service issues;

Respondents shall resolve all customer complaints originating under the contract including, but not limited to: towing services, billing and/or customer service. All complaints shall be resolved by the selected Respondent, within thirty (30) calendar days of the initial complaint. Selected Respondent will notify the City within twenty-four (24) hours of complaint;

Resolving all subcontractors' grievances and notify the City within twenty-four (24) hours of all subcontractors' grievances and resolutions;

Assuming reasonable care, responsibility and liability for all such vehicles in its care, including all equipment and contents thereof and agrees to provide the defense for, to indemnify, and to hold harmless the City against all claims for damages to vehicles under selected Respondent control;

Providing an Emergency Contingency Plan to continue operations in the event of an emergency such as declared disasters, evacuations, severe inclement weather or any other event deemed by the City, the City's Emergency Operations Coordinator, or the City Manager, a designated point of contact, and ensuring services continue when a high volume of calls are generated by the emergency;

Providing and maintaining, at Respondent's expense, sufficient hardware and software to provide the services outlined in the RFP to interact with City's data systems as necessary to provide such services. Respondent will take all reasonable precautions to ensure the security of City's networks. Such system protections will be part of the implementation plan submitted to City as part of the Operations Plan;

Providing a list of all available on-duty wrecker drivers and subcontractors to the City at the beginning of each week; the list shall include the wrecker driver's name, badge number, and the days the driver is not working;

Ensuring driver applications and renewals as well as proof of annual insurance coverage for each wrecker driver performing services under the contract. Prior to driving a wrecker for the City, selected Respondent(s) will provide proof of state licensure and/or registration to the City for all wrecker drivers. Selected Respondent(s) shall provide prompt proof of renewals, within five (5) days of a license renewal. Selected Respondent(s) shall not allow a driver to operate a wrecker without a license or with an expired license.

Information and Communications Technology

The Respondent shall supply hardware, software and services necessary to establish and provide the Towing Dispatching Services. The computer system shall produce various notices including violations (finable and non-finable), and maintain appropriate data required under this solicitation.

Respondent personnel shall perform all work under this contract solicitation and supply appropriate supplies and services, including but not limited to:

Hardware/software to maintain all data in reference to this solicitation;

Supply personnel to perform all pertinent duties under this solicitation;

The selected Vendor shall coordinate with and supply to the City all necessary equipment, materials, personnel and services;

Implementing and maintaining an information management system that can provide an effective and efficient process for towing services records (TSRs) and can function and interface with the SAPD's current dispatching system, and any future replacement system which may be used by the SAPD;

Providing the City access to the information management system for the entire term of the contract;

Providing a telephone system which includes a point-to-point automated ring down line to the SAPD dispatch consoles as well as the City Vehicle Storage Facility. Selected Respondent shall also have a capable power backup to continue services during power service interruption;

The radio communication system shall provide adequate coverage of the City of San Antonio area with redundant capabilities in the event of primary system failure;

Federal Communications Commission guidelines will prevail. The selected Respondent is required, at all times, to have the communication system manned by competent employees;

Ensuring all towing vehicles are equipped with an Automated Vehicle Locator (AVL) tracking device which utilizes Global Positioning System (GPS) to track wrecker vehicles. Selected Respondent shall be responsible for all cost associated with installation of AVL devices. Selected Respondent shall provide the City access to the AVL tracking device system and the registration ID's used to track each wrecker vehicle. Selected Respondent shall provide AVL memory card upon request at no charge to the City;

Providing wrecker drivers portable data collector terminals capable of capturing officers' signatures and printing a receipt at the dispatch location; Selected Respondent shall provide real-time download to update call information into the City's current software system;

Make available reports that will be required to City staff for reporting, contract compliance and auditing purposes when requested.

The City requires the selected Respondent to:

- Be available twenty-four (24) hours a day, seven days per week;
- Have a primary operating location for performance of contract obligations located within Bexar County and the limits of the City of San Antonio;
- Have a minimum of (10) years' experience in managing dispatching and towing services for a large municipality, to include dispatching software, incident management and hazardous material remediation, to include but not limited to ownership and/or operation of a similar business organization as described within this RFP;
- Have experience working with large municipal/governmental agencies and/or corporations. Generally, this means that the business by which experience is claimed should be consistent with the proposed services; should have experience (individually or collectively) with over 40,000 tows annually;
- Provide qualified, licensed and trained subcontractors that possess equipment to preserve the public's safety and meet the towing needs of the City, with technical competence;
- Provide qualified trained and licensed incident management staff to manage advance recovery and hazardous material remediation scenes;

Respondent may not own an interest, whether controlling or otherwise in any prospective subcontractor or any auto body shop during the term of the agreement.

Subcontractors may not own an interest, whether controlling or otherwise in any auto body shop during the term of the agreement.

Respondent and/or subcontractors must not be in default or arrearage under any previous or existing contract(s) with the City, the State or any other political subdivision of the State of Texas. The City reserves the right to disqualify any respondent, or any constituent entity of respondent, that has pending litigation, claims or debt with the City, or if such proposal includes a proposed subcontractor, sub-lessee or supplier that has pending litigation, claims or debts which may adversely affect the ability of the parties to work efficiently and effectively under the contract contemplated by the RFP.

Respondent and/or subcontractors must not have been terminated from a City contract.

Additionally, each Respondent will attach Statements of Financial Stability. The City prefers audited Financial Statements but is also willing to accept official justifiable data which substantiates historical financial stability.

005 - ADDITIONAL REQUIREMENTS

Proposal Bond.

Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of **\$10,000.00**. The Proposal Bond shall be valid for 180 days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For hard copy proposals, the proposal bond must accompany the proposal. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

Performance Bond.

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of **\$1,000,000.00**. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be executed and delivered to City prior to commencement of work under this contract.

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

006 - TERM OF CONTRACT

A contract awarded in response to this RFP will be for a four (4) year period. The City shall have the option to renew for an additional two (2) years upon City Council approval.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Cliff Morton Business Center located at the Cliff Morton Development and Business Center located at 1901 S. Alamo, San Antonio, TX 78204 at 2:00 p.m., Central Time on January 28, 2015. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Respondents that are not able to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: 1-877-226-9790
Access Code: 4511640

This meeting place is accessible to disabled persons. The Cliff Morton Development and Business is wheelchair accessible. The accessible entrance is located at the front entrance. Accessible parking spaces are located at the front of the building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Respondent's must submit a hard copy proposal, submit one original, signed in ink and twenty (20) copies of the proposal on compact disk (CD) or jump drive containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

FEE/COMPENSATION SCHEDULE. Use the Fee/Compensation Schedule that is found in this RFP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFP as Attachment E.

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign and submit LPP Identification Form found in this RFP as Attachment F.

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB) IDENTIFICATION FORM. Complete, sign and submit VOSB Identification Form found in this RFP as Attachment G.

PROPOSAL BOND.

Respondent must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of **\$10,000**. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. A letter of credit is acceptable, but cashier's checks are not acceptable. The proposal bond **must** accompany the proposal. **Any proposals received without a Proposal Bond will be deemed non responsive.**

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, Respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score. Submit a copy of RESPONDENT's three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting Principles, audited by an independent Certified Public Accountant. If voluminous, RESPONDENT may elect to provide this information on a CD, labeled to indicate its contents, so long as the CD is provided by the deadline for submission of proposals and submitted in accordance with instructions for submission of hard copy proposals.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment I.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL

REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be included in an addendum(s). It is Respondent's responsibility to check for any addendum(s) until the proposal due date. City will assume that all proposals received are based on the review of the RFP and its' addendum(s) on the day proposals are due.

010 - SUBMISSION OF PROPOSAL

Only hard copy proposals will be accepted.

Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, and twenty (20) copies of the proposal on compact disk (CD) or jump drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Management of Towing Services**" on the front of the package.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m., Central Time, on February 20, 2015** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
Attn: San Antonio Police Department- "Management of Towing Services"
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
Attn: San Antonio Police Department- "Management of Towing Services"
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. All hard copies must be placed inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFP Attachment A – General Information form may not exceed 75 pages in length. Websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other

partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts which shall be submitted with proposal. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings and submitted in the proposal. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the San Antonio Police Chief shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m.**, Central Time, on **February 4, 2015**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Debra Light, Procurement Specialist 3
City of San Antonio, Finance Department, Purchasing Division
Debra.light@sanantonio.gov

Questions submitted and the City's responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Leticia Callanen. Ms. Callanen may be reached by telephone at (210) 207-3996 or by e-mail at Leticia.Callanen@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are

conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (30 points)

Fee/Compensation (20 points)

SBE Protégé Mentorship Incentive – (5 points).

Respondents certifying their commitment to serve as mentors in the City of San Antonio’s Mentor Protégé Program will receive five (5) evaluation criteria percentage Points. Respondents document such commitment by initialing and signing the “Mentor Commitment Form” attached to this solicitation.

For qualified joint venture respondents, each joint venture partner must initial, sign and submit a “Mentor Commitment Form” for the joint venture respondent to receive the five (5) evaluation preference points.

SBE Subcontracting Program- 40%
MWBE Subcontracting Program- 35%

Local Preference Program (10 points)

Veteran-Owned Small Business Preference Program (5 points)

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

014 - SCHEDULE OF EVENTS

Following is a list of projected dates/times with respect to this RFP:

RFP Release Date	January 18, 2015
Pre-Submittal Conference	January 28, 2015
Final Questions Accepted	February 4, 2015
Proposal Due	February 20, 2015

015 - RFP EXHIBITS

RFP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* form (*which is available at <http://www.sanantonio.gov/SBO/Forms.aspx>*) with its solicitation response. The Respondent's Waiver request must fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (*available at <http://www.sanantonio.gov/SBO/Forms.aspx>*) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY’s MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City’s SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm’s beneficial participation in the CITY’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR’s and/or S/M/WBE firm’s performance and payment under CITY contracts due to the CITY’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Mentor Protégé Program. In accordance with the SBEDA Ordinance, Section III. D. 7. (c), this contract is being awarded pursuant to the SBE Mentor Protégé Program and, if included in the CONTRACTOR'S proposal, CONTRACTOR shall comply with all requirements of the Program in accordance with CONTRACTOR's signed Mentorship Commitment Form; **and**

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 7. (e), this contract is being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **forty percent (40%)** of its prime contract value to certified SBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law; **and**

MWBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 8. (d), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **thirty five percent (35%)** of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon M/WBE subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Subcontractor Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal of 35% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Other Services industry, as reflected in the City's Centralized Vendor Registration system for the month of December 2014, African-American owned firms represent approximately 2.28% of available subcontractors, Hispanic-American firms represent approximately 10.59%, Asian-

American firms represent approximately 0.85%, Native American firms represent approximately 0.15%, and Women-owned firms represent approximately 4.78% of available other services subcontractors.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and

Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

**RFP EXHIBIT 2
INSURANCE REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Police Department, which shall be clearly labeled “Management of Towing Services” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Police Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Respondent’s financial integrity is of interest to the City; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance (or Garage Liability) to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/Impact – sufficiently broad to cover disposal liability.	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Garage Liability (or Commercial General Liability above) a. On-Tow Coverage b. Non-owned vehicles c. Garage Keepers coverage on a direct primary basis d. Each towing vehicle must carry a sublimit of at least \$300,000.00 liability limit and a property damage deductible of \$2,500.00 or	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

less e. Comprehensive loss coverage f. Specific causes of loss coverage g. Collision coverage	
6. Pollution Liability coverage a. MCS-90 endorsement b. Hazmat/Environmental Services	\$1,000,000.00 per occurrence

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: San Antonio Police Department
Contract Manager
315 S. Santa Rosa
San Antonio, Texas 78207

F) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form. See RFP Attachment F.

RFP EXHIBIT 5

VETERAN - OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form. See RFP Attachment G.

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded. In addition, Secretary of State filing must be submitted with proposal.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

- 2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

- 3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

- 4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

- 5.** Where is the Respondent's corporate headquarters located? _____

- 6. Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. Describe the rationale for selecting the team and the extent to which the team, sub-contractors have worked together in the past.
5. Describe sub-contractors' specific experience with public entities clients, especially large municipalities. If sub-contractors' have provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. Provide a copy or template of the subcontractor's contract.
6. Describe sub-contractors' specific experience with towing fire trucks and helicopters and list the type of equipment that will be utilized.
7. Describe sub-contractors' specific experience with hazardous material remediation and disposal and list the type of equipment that will be utilized.
8. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope, including subcontractors.
9. List the type and amount of equipment to be assigned to the project which is relevant size and scope.
10. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract, including subcontractors.
11. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's and subcontractors' qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Operating Plan – Describe the proposed plan to conduct operations, including service categories, specific tasks for subcontractors, prime contractor and subcontractors' staff assigned and reduce response times to under 30 minutes during the term of the contract.
2. Compensation Plan – Describe the proposed plan to compensate prime contractor, subcontractor, and/or tow manager if applicable.
3. Monitoring Plan – Describe the proposed monitoring plan to ensure subcontractor compliance. Include sanctions for contract, performance, service, staff, or equipment violations.
4. Grievance Resolution Plan - Describe the proposed plan to address customer service and subcontractor grievances.
5. Transition Plan – Describe the proposed transition plan.
6. Maintenance Plan – Describe Plan to ensure maintenance of wreckers and equipment throughout term of the contract. Identify proposed tasks and schedule.
7. Safety and Training Plan – Describe Safety and Training Plans that will be implemented if awarded the contract.
8. Emergency Contingency Plan – Describe Emergency Contingency Plans that will be implemented if awarded the contract. Respondent must address dispatching system, inclement weather, availability of equipment and staff.
9. Wrecker Driver Evaluation Plan – Describe Administrative, Operational Orientation and Evaluation Tool for wrecker drivers which shall include a field demonstration of proficiency in the operation of towing and recovery of vehicles that will be implemented if awarded the contract.
10. Drug Screening Test – Describe the pre-employment annual and random drug screening test for wrecker drivers that will be implemented if awarded the contract. Please include current Drug Screening Provider.
11. Information Management and Communication Systems – Describe the information management system, dispatching system, telephone system, radio communication system, and Automated Vehicle Locator tracking device that will be used if awarded the contract.
12. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B

PROPOSED FEE SCHEDULE

1) Propose rates for Police-initiated Incident Management (IM) Tows:

Type of Tow	Current Contract Rate	Dollie/Drive Shaft Rate	Proposed Rate	Proposed Dollie Rate
Light**	\$132.00	\$30.00	\$	\$
Medium**	\$267.00	\$35.00	\$	\$
Heavy**	\$345.00 hr (2hr min.)	\$ n/a	\$	\$
Relocation	\$0	\$0	\$	\$

2) Propose a discounted rate for tow SAPD vehicles:

Type of Tow	Proposed Rate
Light**	\$
Medium**	\$
Heavy**	\$
Public Safety Vehicles	\$

3) Tow Manager Fee \$ _____

***Light vehicles defined as ten thousand (10,000) pounds or less.*

***Medium vehicles defined as between ten thousand one (10,001) and twenty-four thousand nine hundred ninety-nine (24,999) pounds.*

***Heavy vehicles or combination vehicles defined as twenty-five thousand (25,000) pounds or more.*

****The Fuel adjustment calculation will be as follows:*

A per-trip fuel surcharge shall be added to the total cost of the tow where the average "retail" price of diesel fuel is \$3.60 or greater. The average "retail" price of diesel fuel in San Antonio shall be based on the retail prices listed for "retail" diesel fuel by the Oil Price Information Service (OPIS) for the San Antonio area. Fuel surcharges shall become effective on March 1, June 1, September 1, and December 1, through the term of this contract. The average price shall be calculated for the most recent 12-week period ending no less than fourteen (14) days prior to the surcharge effective date. The City of San Antonio's Finance Department (Public Utilities group) will calculate the adjustment and communicate to the Police Department for implementation.

The base market price, subject to the adjustment provided for herein, shall be \$3.60 per gallon. The fuel adjustment will be calculated based on the following table and shall apply to all tows performed to the contract.

COMPENSATION SCHEDULE

A. Minimum Annual Guarantee (MAG) - Provide the proposed Minimum Monthly Guarantee fees to be paid to the City.

Proposed Minimum Annual Guarantee to be Paid to City	\$ _____
---	----------

B. Percentage of Commission Fees - Provide the proposed percentage of Commission Fees less any sale taxes and fees to be paid to the City.

Proposed Percent of Commission Fees to be Paid to City	_____ %
---	---------

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/efrms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT E

SBEDA FORM

(Posted as a separate document.)

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as a separate document.)

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as a separate document.)

RFP ATTACHMENT H

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT I

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Fee/Compensation Schedule RFP Attachment B	
Contracts Disclosure form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
* SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
Local Preference Program RFP Attachment F	
Veteran-Owned Small Business Preference Program RFP Attachment G	
Proposal Bond and Associated Power-of-Attorney	
Proof of Insurability (See RFP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
* Signature Page RFP Attachment H	
Proposal Checklist RFP Attachment I	
One (1) Original, twenty (20) hard copies and one (1) CD or jump drive of entire proposal in PDF format.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.