RR
05/28/15
Item No. 5

AN ORDINANCE 2015-05-28-0462

AUTHORIZING THE NEGOTIATION AND EXECUTION OF A MUNICIPAL TOW MANAGER AGREEMENT WITH UNITED ROAD TOWING d/b/a UNITED ROAD VEHICLE MANAGEMENT SOLUTIONS ("URT") TO PROVIDE TOWING MANAGING SERVICES FOR THE CITY OF SAN ANTONIO POLICE DEPARTMENT.

* * * * *

WHEREAS, the City of San Antonio is the guardian of the public rights in the public streets, public rights of ways and public property within the city limits and holds title for the benefit of the public; and

WHEREAS, experience indicates that public safety is endangered by wreckers racing to the scenes of vehicle collisions to compete for business, by congestion of public streets and rights of ways by multiple wreckers arriving at the scene, creating hazards of additional accidents and impassable streets for emergency vehicles, by requiring excess police manpower to protect scenes of collisions due to delay in the arrival of appropriate towing equipment and by towing services not providing adequate and safe towing equipment for removal of automobiles and therefore, it is in the best interest of public safety to regulate automobile wreckers responding to vehicular accidents and abandoned vehicles or other police incidents on the public ways; and

WHEREAS, on January 18, 2015, the City solicited proposals to manage towing services for the City of San Antonio that included requiring a tow management system capable of performing dispatching, recording, oversight, auditing and report generation for police initiated towing services; and

WHEREAS, the selected Tow Manager would also be responsible for subcontracting with qualified, licensed tow companies to provide wrecker services throughout the City and to ensure a response time of twenty (20) minutes on major highways and twenty-five (25) minutes on City surface streets for wrecker requests; and

WHEREAS, four (4) proposals were received in response to the City's solicitation from Alanis Wrecker Services, TEGSCO, LCC d/b/a AutoReturn, Texas Towing, and United Road Towing d/b/a United Road Vehicle Management Solutions; and

WHEREAS, a ten (10) person Evaluation Committee (the "Committee") consisting of personnel from the City Manager's Office; Fire Department; Police Department; Finance Department; Information Technology Department; Center City Development Department, and the Texas Department of Transportation were tasked with evaluating the proposals; and

WHEREAS, following the evaluation of the proposals, the Committee interviewed all four (4) companies and, based upon its evaluation, the Committee found that United Road Towing d/b/a United Road Vehicle Management Solutions, was the highest ranked and most responsive firm and is therefore recommended for the award of a Municipal Tow Manager Agreement; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. City staff is authorized to negotiate, for a period of twenty (20) days following the passage of this Ordinance, a Municipal Tow Manager Agreement with United Road Towing d/b/a United Road Vehicle Management Solutions. Once terms and conditions are agreed upon by the City and URT, the

City Manager or her designee is hereby authorized to execute such agreement. A copy of the executed agreement shall be attached hereto and made a part of this Ordinance as **Exhibit "A"** upon its execution.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 217000000052 and General Ledger 4406847.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall become effective on and after the tenth (10th) day after passage.

PASSED AND APPROVED this 28th day of May, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**5 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14)**
Date:	05/28/2015
Time:	10:31:19 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the negotiation and execution of Management of Towing Services Agreement to provide management oversight of the towing services for the City of San Antonio Police Department. [Erik Walsh, Deputy City Manager; Anthony Trevino, Interim Chief of Police]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x			x	
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

STATE OF TEXAS	§	**MUNICIPAL TOW MANAGER**
	§	**AGREEMENT FOR THE**
	§	**CITY OF SAN ANTONIO**
COUNTY OF BEXAR	§	

This Municipal Tow Manager Agreement (this "Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its City Manager, pursuant to Ordinance No. 2015-05-28-0462 passed and approved on the 28th day of May 2015 and by United Road Towing d/b/a United Road Vehicle Management Solutions through its CEO & President (hereinafter referred to as "Contractor"), both of which may be referred to herein collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings as set out below:

"Chief" shall mean the Chief of Police of the San Antonio Police Department.

"City" is defined in the preamble of this Agreement as the City of San Antonio, Texas, a Municipal Corporation incorporated in accordance with the laws of the State of Texas.

"City-Owned Police Vehicles" shall mean vehicles having a gross vehicle weight equal to or less than 10,000 pounds which are owned, leased or in the custody of the City of San Antonio. Such vehicles may be operated during all times of the day or night.

"City's Dispatch System" shall mean the City's Computer Aided Dispatching (CAD) system Police Department Dispatch/Communication System.

"City's Information Technology" shall mean Microsoft Server 2008 R2 Active Directory; Oracle 11.2x MS SQL Server 2008; SQL*Plus OCI-complaint client; SAP BI 7.01/NW 7.01 (EHP 1) non-unicode / SP16; Microsoft Exchange 2007 SP3; Web Services: .Net 3.5 or higher; Web Applications: .Net 4.0 or higher API; SFTP Client (Core FTP LE 2.1 or higher)

"City's Request for Proposal" shall mean the Request for Proposal for Tow Management Services Contract issued by the City on January 18, 2015, Exhibit VII.

"City Streets" shall mean any street located in the City of San Antonio, not including major highways.

"City's Vehicle Storage Facility or VSF" shall mean 3625 Growdon Road, San Antonio, TX 78227 or any other location that may be designated by the Chief, including the City's secondary Vehicle Storage Facility located at 442 9th Street, San Antonio, TX 78215. Both locations are specifically shown in Exhibit I.

"Consent tow" shall mean any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a peace officer investigating a traffic accident or a traffic incident that involves the vehicle.

"Contractor" is defined in the preamble of this Agreement as United Road Towing, Inc. d/b/a United Road Vehicle Management Solutions and includes its successors.

"Contractor's Dispatch System" shall mean the automated system as generally described in Exhibit II that allows Contractor to receive requests for Wrecker Services from City and to dispatch Equipment to the designated location. Contractor's Dispatch System must be compatible with City's dispatch system.

"Contractor's Operations Plan" shall mean the written plan submitted by Contractor to City in accordance with City's Request for Proposal.

"Courtesy Tow" shall mean the towing of legally parked vehicles, at no charge to the vehicle owner and at the direction of City, for the purpose of clearing an area for special events, construction or other occasions as determined by City.

"Department" shall mean the San Antonio Police Department.

"Dispatched Location" shall mean the location provided by City to Contractor where Wrecker Services are to be initiated under this Agreement.

"Equipment" shall mean vehicles, associated tools and materials needed to perform Wrecker Services in accordance with this Agreement.

"Hazardous Materials" means any material defined as a hazardous substance, hazardous waste or a hazardous material by state or federal law, and as described in Exhibit VI.

"Hazmat Services" means containment, removal and proper disposal of potentially hazardous and non-hazardous materials that are spilled on 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. Hazardous Materials Remediation Services includes all activities that are incidental and necessary to effect containment, removal and proper disposal. HazMat requirements are generally described in Exhibit VI.

"Heavy Tows" shall mean the towing of a vehicle with a GVWR of over 25,000 pounds and may include large buses, trucks, trailers, and heavy construction equipment.

"Light Tows" shall mean the towing of a vehicle with a GVWR of 8600 to 10,000 pounds and may include automobiles, pickup trucks and small vans.

"Major Highways" shall mean IH 10, IH 35, US 281, US 90, IH 37, SH 151, Loop 410, and Loop 1604. (Does not include frontage roads).

"Medium Tows" shall mean the towing of a vehicle with a GVWR of 10,001 to 25,000 pounds and may include medium sized pickup trucks, buses, and Recreation Vehicles.

"Nonconsent tow" shall mean any tow of a motor vehicle that is not a consent tow; however, expressly excluding private property impound tows.

"Personnel" shall mean employees and subcontractors of Contractor who are performing services under this Agreement.

"Police Special Vehicles" shall mean helicopters, Command Center, DWI command center commonly referred to as "Batmobile"; any police owned vehicle or vehicles in police custody with a GVWR over 25, 000 pounds.

"Response Time" shall mean the time in which the City requests "Wrecker Services" as defined below to a specified location, either through the City's Dispatch System or other resource, and the time Contractor's personnel arrives at that location with the requested equipment and prepared to perform "Wrecker Services." The agreed upon Response Time for this Agreement is thirty (30) minutes and forty-five (45) minutes for Heavy Duty during the first year of the contract. After the first year of the contract, the agreed upon Response Time for Major Highways is twenty (20) minutes, City Streets is twenty-five (25) minutes, Zones is thirty (30) minutes, City Wide is thirty (30) minutes, and Heavy Duty is forty-five (45) minutes.

"Response Time Performance Rating" shall mean the monthly percentage of total dispatched calls arriving at the directed location within the required Response Time as described in this Agreement. A satisfactory Response Time Performance Rating is ninety-eight percent (98%) and is calculated by dividing the total number of Response Time Violations in the month by the total number of requests by City for Wrecker Services in that month.

"Response Time Violation" shall mean instances in which City requests "Wrecker Services" as defined below to a specified location and Contractor fails to arrive at the location prepared to perform "Wrecker Services" as defined below. Response Time Violations are subject to liquidated damages.

"Towing Operations" shall mean the detailed manner in which Contractor performs "Wrecker Services" as defined below including towing and recovery services (including heavy-duty recovery), impounding and releasing of vehicles to City's Vehicle Storage Facility. Such operations are generally described in Exhibit II. In all cases, Contractor

shall ensure that it abides by detailed procedures accepted within the industry to ensure Contractor's best efforts to not damage vehicles in its possession.

"Wrecker Services" shall mean all 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). "Wrecker Services" includes all associated administrative services and the associated clean-up and/or containment of debris and materials, to include cleanup fluids from power unit and trailer operated power units, (Example: motor oil, diesel, reefer fuel tanks, hydraulic fluid from dump trailer power arm), materials, from accident scenes, City/State Rights of Way and private property. "Wrecker Services" explicitly excludes the towing of junked vehicles, pursuant to the City's nuisance abatement program contained in Chapter 19 of the City Code.

"Zones" shall mean the area within the city limits of the City of San Antonio commonly referred to as the NORTH, CENTRAL PRUE, EAST, WEST AND SOUTH Zones and as more specifically described in Exhibit III.

II. TERM

2.1 Initial Term. Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be four (4) years commencing on December 1, 2015 and terminating on November 30, 2019 (the "Initial Term").

2.2 Renewal Term. At the end of the Initial Term, City, in its sole discretion, may renew this Agreement for an additional one (2) year period (the "Renewal Term") commencing on December 1, 2019 and terminating on November 30, 2021. This Agreement shall be deemed to continue in full force and effect during the Renewal Term.

2.2.1 Notice of Renewal. Contractor shall give City written notice of its desire to have City exercise the Renewal Term at least sixty (60) days prior to the expiration of the Initial Term. City, in its sole discretion, may negotiate terms for such renewal.

III. SCOPE OF SERVICES

3.1 Contractor's Rights. City hereby grants to Contractor the right to provide and Contractor hereby commits to provide Wrecker Services and Hazmat Services at City's direction within the city limits of the City of San Antonio. City reserves the right to change the boundary lines of the City, Zone and/or to add additional zones during the Term of the Agreement. Such change shall be at the discretion of the City. Contractor's right to provide Wrecker Services is at the direction of City and is initiated through the Department's Dispatch Communication System or other means. The granting of this right by City does not guarantee Contractor any quantity of work or monetary gain. The

Contractor, under this contract agrees to comply with all reasonable rules and regulations established by the Chief of Police or his authorized representatives.

3.2 Subcontractor Requirement. It is understood and agreed that no less than Seventy-Nine Percent (79%) of the work performed under this Agreement shall be performed by the number of Subcontractors prescribed in Contractor's City approved SBEDA Utilization Plan. Such Plan may be amended upon the approval of both the Department and the City's Economic Development Department. Contractor shall provide the City with a signed copy of each written agreement between the Contractor and Subcontractor prior to the utilization of a Subcontractor on this Agreement. Each approved Subcontractor shall be obligated to perform services in accordance with the terms and conditions of the Agreement. Contractor retains full responsibility for acts of the Subcontractor. Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by Subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any Subcontractor of Contractor, for performance of services or payment of fees. In no event may a Subcontractor be in default of any contract with the City or be in arrears on payments in taxes or other fees or charges to the City, State, or any other political subdivision of the State of Texas. Additionally, no Subcontractor shall have been previously terminated from any City contract or have pending litigation, claims, or debts which may adversely affect the ability to perform services under this Agreement.

3.3 Response Time and Response Time Performance Rating. City and Contractor agree that the required Response Time for Wrecker Services performed under this Agreement are as follows for the second year and thereafter:

(a) Major Highways twenty (20) minutes
(b) City Surface Streets twenty-five (25) minutes
(c) Zones thirty (30) minutes
(d) City Wide thirty (30) minutes
(e) Heavy Duty forty-five (45) minutes

Contractor shall maintain a monthly Response Time Performance Rating of ninety-eight percent (98%) throughout the Term of this Agreement.

3.4 Towing Management. Contractor shall manage all non-consent towing services and operations for the City and ensure that Wrecker Services are performed to industry accepted procedures that achieve safety, reliability and the preservation of personal property in the possession or care of Contractor.

3.4.1 The City may, based upon need, request alterations to Contractor's approved Towing Operations Plan. Upon such request, the Parties agree to coordinate any such alteration to Contractor's Towing Operation Plan should the

Parties agree that such alteration is necessary, beneficial and of no cost to Contractor.

3.4.2 The City may, based upon poor performance of Contractor, direct alterations to Contractor's approved Towing Operations Plan. Upon such direction, Contractor agrees to alter the Contractor's Towing Operation Plan so long as such alteration is of no cost to Contractor.

Contractor shall maintain a local administrative office within the City of San Antonio.

3.5 Management Processes. Contractor shall have in place and make available to City prior to the commencement of this Agreement the following documented processes to manage and/or administer this agreement. The processes shall be approved by the City and include, but is not limited to the descriptions below.

3.5.1 Transition - The process shall establish a seamless integration to implement Contractor's management of City Wrecker Services and operations.

3.5.2 Operations – The process shall establish and maintain a method to conduct operations, including service categories, specific tasks for subcontractors, prime contractor and subcontractors' staff assigned and to meet required response times during the term of this Agreement.

3.5.3 Monitoring – The process shall establish and maintain a method to ensure subcontractor compliance which shall include sanctions for contract, performance, service, staff, and/or equipment violations.

3.5.4 Complaint Resolution – The process shall establish and maintain a method to be used to address third-party complaints against the manner in which Contractor has provided services under this Agreement. Contractor shall use its best efforts to minimize complaints and resolve disputes with third-parties within sixty (60) calendar days. If sixty (60) calendar days has surpassed, Contractor will provide updated bimonthly status to City. Contractor shall notify City within twenty-four (24) hours of complaints and resolutions. Contractor shall provide a copy of any written complaints and any information and/or documentation relating to any individual complaint to the City. . Should a complaint involve monetary damages in an amount less than FIVE HUNDRED DOLLARS ($500.00), City's Police Chief may direct a resolution of such the complaint. The Contractor shall also establish and maintain a method for complaints from Subcontractors to be addressed. Contractor shall provide a copy of any written complaints and any information and/or documentation relating to any individual complaint to the City.

3.5.5 Maintenance - The process shall establish and maintain a method to ensure

maintenance of tow trucks and equipment throughout term of this Agreement which will identify proposed tasks and schedules that includes daily, weekly, monthly and annual maintenance to support the safe and reliable operation of towing equipment.

3.5.6 Training - The process shall establish and maintain a method to ensure all employees are qualified to perform Wrecker Services in a safe and efficient manner under this Agreement.

3.5.7 Safety – The process shall establish and maintain a method which provides a safe and healthy workplace and that minimizes on-the-job injuries by implementing safety standards based on applicable legal and voluntary codes, rules and standards.

3.5.8 Emergency – The process shall establish and maintain a method to ensure continued operations to include dispatch and Wrecker Services, 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. The process shall also include coordination with SAPD Traffic Unit.

3.6 Reporting Requirements. Contractor shall report to City monthly activity of Wrecker Services performed under this Agreement to include the number of requests by performance rating categories for Wrecker Services made by City by, the number of dispatched vehicle responses by Contractor to City's requests, Response Times to City's request, the number of Response Time Violations by Contractor and any additional information as requested by City. All reporting shall be made electronically unless otherwise directed by City. All generated data, reports and invoices shall be capable of being submitted to City electronically via real time downloads. Such information may be requested by City on a daily, weekly, monthly, quarterly or annual basis. Additionally, Contractor is required to inform City immediately of any vehicle accident involving a towing vehicle operated by Contractor and provide status until resolution is made. City may consider the accident, and the surrounding circumstances, in reviewing Contractor's performance under this Agreement. Contractor shall maintain all financial and operational records in an accessible information management system and all such information shall be made available and accessible to City.

3.7 City's Performance Review. At any time, including weekly, monthly, quarterly or annually City may conduct a performance review of this Agreement. The information used in assessing Contractor's performance may include the information submitted by Contractor and any other information deemed pertinent by City. Contractor shall maintain all records and documentation related to Wrecker Services and make immediately available to City upon request, during but not limited to performance reviews.

3.8 Information and Technology. Contractor shall use automated systems that shall be preapproved by City prior to the commencement date of this Agreement and which

shall be implemented during a transition period determined by City that shall immediately precede the commencement date. Said automated system shall be compatible and interface with the City's Information Technology in the performance of Wrecker Services under this Agreement. Contractor shall implement and maintain, at Contractor's expense, sufficient hardware and software to provide the services outlined in this Agreement to interact with City's data systems as necessary to provide such services. Contractor will take all reasonable precautions to ensure the security of City's networks.

3.9 Downtown Vehicle Storage Facility. Contractor is required to have access to a licensed vehicle storage facility approved by the City within the City's downtown district, as defined in the City's Unified Development Code, that is capable of holding seventy-five (75) City dispatched vehicles at all times. Contractor must have access to facility for the duration of this Agreement. This location shall be the primary location for Central Zone parking violations and must be staffed and operated 24 hours a day.

3.10 Inspection of Facility. Contractor's Downtown Vehicle Storage Facility is subject to inspection by state, city, and county authorized health department officials, fire department, and other agencies relative to safety requirements. Contractor shall immediately notify Chief, in writing, of any notices of violations which are received during or in connection with inspections performed under Section 5.7 above. A copy of any such report received by Contractor shall be immediately sent to the Chief, unless the notice or report was generated by the San Antonio Police Department. City shall have the option to be present at all inspections and shall be given prior notice of inspections whenever possible within two (2) business days of inspection date.

3.11 Notice to City. If Contractor becomes aware of any condition in the Downtown Vehicle Storage Facility that is unsafe or unhealthy, Contractor shall immediately notify the Chief in writing. City shall also be notified within two (2) days by Contractor of any accident or safety hazard that occurs on the premises of the Downtown Vehicle Storage Facility. Contractor shall also advise City, in writing, of action Contractor has taken to remedy any safety hazard or other violation.

3.12 OSHA Compliance. Contractor shall provide access to the Downtown Vehicle Storage Facility to authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary's duties under the Occupational Safety and Health Act (hereinafter referred to as "the Act") of 1980, as amended. Contractor is responsible for any violation of the Act or any regulation issued hereunder related to Contractor's activities under this Agreement and shall immediately remedy any conditions giving rise to such a violation. Contractor shall give City prompt written notice of any such violation. **CONTRACTOR SHALL DEFEND AND HOLD HARMLESS CITY FROM ANY FINE, PENALTY, OR LIABILITY IN CONNECTION WITH ANY VIOLATION OF THE OCCUPATIONAL SAFETY AND HEALTH ACT UNLESS SUCH FINE, PENALTY, OR LIABILITY SHALL ARISE FROM THE EXISTENCE OF A PREMISES DEFECT OVER WHICH CONTRACTOR HAS NO CONTROL OR DUTY UNDER THIS AGREEMENT.**

3.13 City's Access to Facility. In addition to any rights of access granted to City in this Agreement, City may at any time during the term of this Agreement, have access to Contractor's Downtown Vehicle Storage Facility for the purposes of inspection and to ensure compliance with the terms of this Agreement.

3.14 Towing Operations. Contractor shall operate and be capable of providing Wrecker Services in accordance with this Agreement twenty-four (24) hours a day, 365 days a year including weekends and holidays. Contractor shall ensure performance of Wrecker Services under the laws, regulations, orders, ordinances and guidelines of the State of Texas, Bexar County and the City of San Antonio. Contractor shall substantially comply with the Towing Operations described in Exhibit II. Such operations shall include, but are not limited to, the following:

3.15 Dispatching. Contractor shall be capable of receiving requests for Wrecker Services from City through City's Dispatch System or other means as required by City, on a 24 hour basis, 365 days a year and immediately dispatch the appropriate Equipment and Personnel to the directed location to perform Wrecker Services within the prescribed response time for each category.

3.15.1 Contractor's Dispatch System. Contractor's Dispatch System, shall be automated and shall enable Contractor to receive 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. Contractor shall ensure that Contractor's Dispatch System is seamlessly integrated to receive requests directly from City's Dispatch System and that Contractor's Dispatch System is compatible with City's Information Technology. Contractor is solely responsible for any costs incurred to achieve compatibility between Contractor's Dispatch System and City's Dispatch System and City's Information Technology. Contractor's Dispatch System shall be capable of dispatching Contractor's Equipment to an identified location promptly and efficiently.

3.15.2 Dispatched Call Monitoring. Contractor's Dispatch System shall allow City personnel to view and monitor, through City's existing Information Technology, active dispatch requests, the location of Contractor's Equipment and the direction such Equipment is heading. This information shall be updated every thirty (30) seconds providing up-to-the-minute status of dispatched calls.

3.15.3 Backup Dispatch. Contractor shall have in place a dispatch system or procedure approved by City that will act as a backup system for such circumstances as when Contractor's primary Dispatch System is inoperable by no fault of the Contractor.

3.16 Contractor and Subcontractor's Personnel. Contractor shall supply all personnel as may be necessary to perform the required services of this Agreement. All personnel working under this Agreement shall be fully qualified and legally capable of performing

their individual job duties, including possessing any necessary licenses or specialized training mandated by federal, state or local laws or regulations.

3.16.1 Incident Management Towing Operator's License. All drivers performing Incident Management Tows under this Agreement shall possess the required Incident Management Towing Operator's License in accordance with Texas Occupations Code, Title 14, Section 2308.103; criteria set forth by the Texas Department of Licensing and Regulation (TDLR) and shall maintain the required level of Continuing Education to renew such license annually. Upon request of City, Contractor shall provide proof of compliance which may include copies of such Incident Management Towing Operator's Licenses.

3.16.2 City Badging. Drivers performing services under this Agreement, including subcontractors must be badged by the City's Contract Towing Office prior to providing services. The City requires the submission of an application for badge processing and shall coordinate with Contractor to ensure a timely badging process. The City's current fee for badging is fifteen dollars ($15.00) and Contractor is responsible for all costs associated with meeting such badging requirements.

3.16.3 Employee Criminal Background Check. Contractor shall ensure that all employees performing under this Agreement are subject to criminal background and history checks, including fingerprint verification by the San Antonio Police Department. Prior to commencing employment, all drivers shall be required to produce a statement from the San Antonio Police Department certifying that the driver is not a sex offender registered with the Texas Department of Public Safety and that the driver has never been convicted of any sexual offense or any offense against a child. Any costs associated with the performance of a criminal background check or the issuance of a permit in accordance with Section 2308.201(d) of the Texas Occupations Code, Title 14, shall be paid by Contractor.

3.17 Permission to Operate. Additionally, Contractor shall not allow a driver to operate under this Agreement if the wrecker driver:

(a) 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

(b) 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.

(c) is on probation, parole, or mandatory supervision for an offense noted herein;

(d) has falsified or materially altered or omitted pertinent information in any governmental record, including an application for wrecker driver;

(e) 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;

(f) any other job-related offense;

(g) has not met the requirements as set forth by federal, state and local rules and regulations;

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

(i) does not provide all the required information in the application or renewal and any documentation required to be provided with the application or renewal.

3.18 Training. Contractor shall provide training for all drivers operating under this Agreement.

3.18.1 Trainer. The Contractor may provide employees qualified to evaluate and/or train all drivers and making application to operate a tow truck or other recovery equipment, under this Agreement. Alternatively, the Contractor may, at its discretion and expense, have training of all personnel done through outside sources. Qualifications to operate in this capacity shall, as a minimum, be based on 5 years industry experience in a full and complete range of towing and recovery situations and a WreckMaster Level 3/4 certification or equivalent from a recognized towing and recovery school or training class. Additionally, such employee(s) shall have a full and complete understanding of all administrative and operational areas of the current Agreement. Further, the Contractor assumes full and complete responsibility for documenting and evaluating all wrecker drivers' experience, insuring their understanding, qualifications, and expertise in all areas of towing and recovery of vehicles to meet accepted industry standards. The Contractor shall maintain complete and current files on all drivers.

3.18.2 Driver. The following qualifications shall be included in the training and are considered minimum requirements to operate for each position listed. The Contractor shall be responsible to insure that any individual performing any duties in the following categories has received the training indicated within one of hire. An additional 60-day extension will be allowed upon written request from the Contractor to the Contract Towing Office.

(a) Light-duty Drivers – WreckMaster Level 1 certification or equivalent and a 8-hour hazardous materials awareness certification in accordance with Occupational Safety and Health Act (OSHA) with a minimum 4-hour annual refresher.

(b) Medium-duty Drivers - WreckMaster Level 1/2 certification or equivalent, Commercial Driver's License (CDL) and a 16-hour hazardous materials awareness certification in accordance with OSHA with a minimum 8-hour annual refresher.

(c) Heavy-duty Wrecker Drivers – WreckMaster Level 3/4 certification or equivalent, CDL, 24-hour hazardous materials operations certification in accordance with OSHA with a minimum 24-hour annual refresher, and have proper training and experience in advance recovery rigging.

(d) Heavy-duty Supervisor/Incident Manager - WreckerMaster certification and Towing and Recovery Association of America National Level certification or equivalent and 40-hour hazardous materials technician certification annually.

3.19 Equipment. Contractor shall provide all Equipment necessary to perform Wrecker Services. All Equipment shall be in good working order for the duration of this Agreement. Contractor shall supply, upon request by City, a list of Contractor Equipment inventory dedicated to performance of this Agreement. In addition, Contractor shall ensure that Contractor's Equipment meet the following minimum criteria:

3.19.1 Drivers. All drivers should wear a reflective vest or reflective jacket at all times while working outside of the tow vehicle. Reflective vests or jackets must meet the ANSI/ISEA 207-2006 requirements for high visibility safety apparel. During daylight hours, a fluorescent shirt may be worn instead of the reflective vest or jacket, however, the fluorescent shirt must meet the ANSI/ISEA 207-2006 requirements for high visibility safety apparel. All wrecker drivers shall be required to wear clean clothes, be well groomed, courteous, well groomed, to wear company uniforms and openly display their current City and TDLR badges.

3.19.2 Vehicles. Contractor shall have immediate access to a sufficient number of light duty tow trucks, medium duty tow trucks and heavy duty tow trucks necessary to perform under this Agreement. All of Contractor's vehicles shall be equipped with automated vehicle locator (AVL) devices and "real-time" global positioning systems (GPS) that will allow Contractor and City to monitor the location and direction of vehicles used to perform Wrecker Services. Such AVL and GPS systems shall be on and operational at all times that a driver is on-duty. No light and medium-duty vehicles used to perform Wrecker Services under this Agreement shall be older than ten (10) years, no heavy-duty vehicles used to perform Wrecker Services under this Agreement shall be older than fifteen (15) years and Contractor shall allow City access to inspect Contractor's vehicles or other Equipment upon request. All vehicles shall be equipped, at a minimum, with the following:

- Permanent labeling on each side door of the vehicle with the Tow Contractor's name and affiliation with City under this Agreement;
- Dollies;
- Motorcycle Slings;
- Tire Tools;
- 36" crowbar;

- Safety Chains/Straps;
- A four-way emergency flashing system and at least one flashing amber light (or other color permitted by State law) at least five (5) inches in diameter, capable of emitting light in a 360 degree radius, mounted high on the tow truck;
- A light mounted behind the cab of the tow truck capable of illuminating the area of the tow scene under dark or foggy conditions;
- Portable auxiliary brake lights, emergency flasher, turn signal, and taillight with protective pads/covers on the bottom, for use on towed vehicles;
- A warning alarm, clearly audible above the surrounding noise in the vicinity and designed to sound when the tow vehicle is shifted into reverse to signify that the vehicle is backing;
- A fire extinguisher with an Underwriter's Laboratory rating of at least 5B:C. Class B and C trucks shall carry fire extinguishers with a cumulative UL rating of at least 10B:C;
- A broom, shovel, container for accident debris, ten (10) pounds of grease and fluid absorbent material, and any other equipment necessary to clean up an accident scene in accordance with state and local law;
- At least six (6) flares or other emergency reflective devices;
- Tires, adequate in size and rating for the size and weight of the tow truck, with not less than 3/32nds inch of tread and mounted on rims secured with the manufacturer's recommended number of lug nuts;
- Two-way radio equipment capable of communicating with the Tow Contractor's dispatcher at all times. Such equipment shall be approved and licensed in accordance with federal law; and
- Any other equipment required by state law.

3.19.3 Portable Data Collection. Contractor shall, at its own expense and within two (2) years of the Effective Date of this Agreement, have the capability to collect all towing service record data electronically.

3.20 Towing of Vehicles Parked in Violation of the Law:

3.20.1 Downtown Parking. These vehicles will be towed to Contractor's Downtown VSF which will be located within the downtown area of San Antonio or as directed by San Antonio Police Department personnel. A drop fee is allowed whenever a vehicle parked in violation of the law is dropped.

3.20.2 City Facility Parking. A fee for towing of a vehicle improperly parked at the City parking facilities and lots will be towed to the City's Vehicle Storage Facility. May be charged as set forth in Section IV. A drop fee is allowed whenever a vehicle parked in violation of the law is dropped. No charge is allowed whenever a vehicle parked in violation of the law is dropped.

3.21 Relocation Tows. Upon direction of City through its police officers or employees, Contractor shall tow vehicles for accommodations of public utility work, parades or street closures, street construction, for actual or threatened riot or civil disorder and/or emergency situations. Courtesy Tows are exempted from the City's compensation under Article VII.

3.22 Stand-by Tow Services. Hourly rates may be utilized if authorized by the Chief of Police or designee.

3.23 Police Vehicles Consent Tows. Contractor shall ensure to response time for police vehicles tows is two (2) hours. If designated as an tow, response time must be within 30 minutes (staff standing by or police officer).Contractor will ensure all Light-duty City Owned Vehicles (including motorcycles) shall be towed and no tires shall have any contact with the ground. Contractor will ensure all hybrid City Owned Vehicles must be towed on a flat bed or roll back truck transport. Contractor will ensure specialized tows of SAPD vehicles and equipment include helicopters, SWAT trucks, Bomb trucks, Command Center and others as designated by the Chief of Police shall be towed within 45 minutes with proper equipment. Contract shall complete tire changes, battery jumps, and inoperable light duty tows free of charge for all SAPD vehicles.

3.24 Vehicle Storage Facility. The City currently owns a Vehicle Storage Facility located at 3625 Growdon Road, San Antonio, TX 78227 and as more specifically described in Exhibit I. This location shall be the primary location for vehicle storage under this Agreement. The City may also instruct Contractor to tow vehicles to 442 Ninth St, San Antonio, TX 78215 as City's secondary Vehicle Storage Facility.

3.25 Prohibitions. In the performance of this Agreement, Contractor and Subcontractors shall be prohibited from the following:

- intentionally causing damage to the persons or property of others;
- acting or inferring that Contractor's vehicles are emergency vehicles;
- operating overhead emergency lights while en route to or from a tow scene;
- disobeying traffic control devices (traffic lights, stop signs, etc.);

- using any type of siren;
- soliciting of any kind related to vehicles towed under this Agreement;
- requiring the performance of repair work on a vehicle involved in an accident or breakdown in connection with providing Wrecker Services for such vehicle or limiting, in any way, a vehicle owner/operator's ability to have the vehicle towed to a destination of their choice;
- making any repairs or alterations to a vehicle other than necessary to perform the services wrecker services under this Agreement;
- towing any vehicle which is occupied by any person, except as specifically directed by a police officer;
- charging for services not performed or making duplicate charges for the same service or charge any fee in excess of those permitted under state law or this Agreement;
- using profane or obscene language which offends a customer or any other person;
- being verbally or physically offensive, abusive, disrespectful or discourteous to any customer, motorist, City employee or any other person;
- touching any customer, motorist, City employee or any other person;
- performing services under this Agreement while consuming, or while under the influence of drugs or alcohol;
- operating any vehicle or other equipment in the performance of this Agreement in a careless, reckless, or negligent manner;
- requiring any vehicle owner/owner's agent to make any statement or sign any document relieving the Contractor from responsibility for the condition of the vehicle or its personal effects prior to the owner's/owner's agent's inspection of vehicle or personal effects;
- own interest, whether controlling or otherwise in any Subcontractor under this contract or any auto body and/or repair shop during the term of the agreement;
- not taking the vehicle to the directed location, but "stashing" such vehicle for any period of time.

IV. FEE SCHEDULE

4.1 Fees to City. Contractor acknowledges and agrees that strict adherence to all terms and conditions of this Agreement and the laws of the City, County and State is material to this Agreement. The Parties agree that the actual damages that might be sustained by City as a result of Contractor's failure to meet any of the following requirements are uncertain and would be difficult to ascertain, and that the sums indicated below would be reasonable compensation for breaches of this Agreement. Contractor

hereby promises to pay, and City hereby agrees to accept, such sums as liquidated damages, and not as a penalty, in the event of the particular breach listed below:

4.1.1 Response Time Performance Rating. Failure to maintain a monthly Response Time Performance Rating of ninety-eight percent (98%) shall result in Contractor being assessed the following fees for each category and each month Contractor's Response Time Performance Rating falls below ninety-eight percent (98%):

(a) In Year One of the Agreement (December 1, 2015 through November 30, 2016) Contractor shall be assessed fees according to the following Table 1:

TABLE 1

Contractor's Rating	Fee Paid to City
97%	$5,500
96%	$6,000
95%	$6,500
94%	$7,000 (will not exceed $7,000)

(b) In Years Two through Four of the Agreement (December 1, 2016 through November 30, 2020) Contractor shall be assessed fees according to the following Table 2:

TABLE 2

Area	Response Time	97%	96%	95%	94%
Major Highways	20	$3,000	$3,500	$4,000	$4,500
City Streets	25	$100	$150	$200	$250
Zones	30	$100	$150	$200	$250
Citywide	30	$2,000	$2,500	$3,000	$3,500
Heavy Duty	45	$100	$150	$200	$250

* Fees increase by 10% for Consecutive month below 98%

(c) 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,

Contractor shall not be subject to any response time performance fees this Agreement. However, such instances must be documented and reported to City by Contractor in Contractor's monthly reporting in order to be exempted.

4.1.2 Use of Safety Chains. The improper use of safety chains and/or wheel straps shall result in a fee of FIFTY DOLLARS ($50.00) being assessed to Contractor per occurrence.

- Safety chains and wheel straps should be used to secure vehicles in tow. When using wheel lifts, two safety chains connected from the rear of the wrecker to the vehicle being towed along with two wheel straps should be used.

- Rollback/Flatbed Wreckers should use two safety chains on the rear of their bed and two safety chains on the front of their bed securing the vehicle to prevent movement in any direction should the driver be involved in an accident. The loading device does not count as or take place of the safety chains as the wench may fail.

- Dollies should be secured to the towed vehicle using wheel straps to secure the wheels being carried to the dollies.

4.1.3 Reflective Vests or Jackets. Failure to wear Reflective/Safety Vest shall result in a fee of FIFTY DOLLARS ($50.00) being assessed to Contractor per occurrence.

- Wrecker drivers should wear a reflective vest or reflective jacket at all times while working outside of the tow vehicle. Reflective vests or jackets must meet the ANSI/ISEA 207-2006 requirements for high visibility safety apparel. During daylight hours, a fluorescent shirt may be worn instead of the reflective vest or jacket, however, the fluorescent shirt must meet the ANSI/ISEA 207-2006 requirements for high visibility safety apparel.

4.1.4 Improper Use of Tow Lights. The improper use of tow lights shall result in a fee of TWENTY FIVE DOLLARS ($25.00) being assessed to Contractor per occurrence.

- Tow lights should be placed on top of and at the outer edges of the end of the vehicle being towed which is the furthest from the wrecker, no more than four feet from the trailing edge. Should the vehicle be made of a material that will not hold the magnetic light, the vehicle should be towed using a rollback wrecker.

4.1.5 Failure to Clean Debris. Failure to properly clean and clear debris from roadways and pedestrian ways shall result in a fee of FIFTY DOLLARS ($50.00) being assessed to Contractor per occurrence.

4.1.6 Twelve Hour Limit. Failure to adhere to the 12 hour limit shall result in a fee of TWENTY FIVE DOLLARS ($25.00) being assessed to Contractor per occurrence.

- No wrecker driver shall work beyond his/her scheduled twelve hour shift unless deemed an emergency by the Chief of Police or his/her designee.

4.1.7 Light Duty Status. Failure to adhere to light duty status shall result in a fee of TWENTY FIVE DOLLARS ($25.00) being assessed to Contractor per occurrence.

- A wrecker driver who has been placed on light duty status by a licensed physician shall not perform tow operations until released to full duty status.

4.1.8 TDLR. Any violation of State towing laws and/or Rules as posted by the Texas Department of License and Regulations shall result in a fee of TWENTY FIVE DOLLARS ($25.00) being assessed to Contractor per occurrence.

4.1.9 Use of Unauthorized Driver. Any use of a driver that has not been authorized by the City of San Antonio shall result in a fee of TWENTY FIVE DOLLARS ($25.00) being assessed to Contractor per occurrence.

4.1.10 Use of Unauthorized Equipment. Any use of an equipment that has not been authorized by the City of San Antonio shall result in a fee of TWENTY FIVE DOLLARS ($25.00) being assessed to Contractor per occurrence.

4.1.11 Improper Display of City/TDLR Badge. Failure to display City and/or TDLR badge shall result in a fee of TWENTY FIVE DOLLARS ($25.00) being assessed to Contractor per occurrence.

4.1.12 Uniform. Failure to wear a uniform while performing services under this Agreement shall result in a fee of TWENTY FIVE DOLLARS ($25.00) being assessed to Contractor per occurrence.

4.2 Appeals. Fees assessed for violations in accordance with 4.1.1(a) or 4.1.1 (b) may be appealed per the Contract Towing Office's policy and procedures, which shall be provided to Contractor prior to the commencement of the contract.

4. Submission of Fees. Once notified in writing by City of violations by Contractor and fees assessed to Contractor for such violations under this Article IV, Contractor shall submit payment of fees along with City's commission payment in accordance with

Article VIII of this Agreement for the month immediately following the month in which the fee was assessed.

V. VEHICLE STORAGE FACILITIES

5.1 City's Vehicle Storage Facility. The City currently owns a Vehicle Storage Facility located at 3625 Growdon Road, San Antonio, TX 78227 and as more specifically described in Exhibit I. This location shall be the primary location for vehicle storage under this Agreement. The City may also instruct Contractor to tow vehicles to 442 Ninth St, San Antonio, TX 78215 as City's secondary Vehicle Storage Facility.

5.2 City Operation. City or a City designee is responsible for the operation of City's Vehicle Storage Facility. Contractor shall comply with any and all policies and procedures mandated by City or City's designee for the conduct, vehicle delivery and vehicle storage at City's Vehicle Storage Facility.

5.3 Payment of Fees to Contractor. Payment of fees to Contractor shall be limited to instances whereby vehicles are towed by Contractor at the direction of City or the vehicle's owner to the City's VSF. In such cases, the City shall provide towing fees to Contractor in the amounts authorized under the terms of this Agreement within thirty (30) days of receiving payment from City's VSF operator.

5.4 Downtown Vehicle Storage Facility. As a condition of providing Wrecker Services, Contractor is required to keep and maintain a licensed vehicle storage facility approved by the City within the City's downtown district, as defined in the City's Unified Development Code, that is capable of holding seventy-five (75) City dispatched vehicles at all times. Such facility must be maintained for the duration of this Agreement. This location shall be the primary location for Downtown parking violations and must be staffed and operated by Contractor 24 hours a day. Contractor shall take all City dispatched vehicles towed for parking violations to this location.

5.5 City-approved Location. City must approve the Downtown Storage Facility.

5.6 Operation of Facility. Contractor shall operate the Downtown Storage Facility in compliance with Texas Occupations Code, Title 14, Chapter 2303 and all laws, rules, regulations and orders of the Federal Government, the State of Texas, the County of Bexar, and the ordinances, resolutions, safety and health codes of the City of San Antonio.

5.7 Inspection of Facility. Contractor's Downtown Vehicle Storage Facility is subject to inspection by state, city, and county authorized health department officials, fire department, and other agencies relative to safety requirements.

5.7.1 Contractor shall immediately notify Chief, in writing, of any notices of violations which are received during or in connection with inspections performed

under Section 5.7 above. A copy of any such report received by Contractor shall be immediately sent to the Chief, unless the notice or report was generated by the San Antonio Police Department.

5.7.2 City shall have the option to be present at all inspections and shall be given prior notice of inspections whenever possible within two (2) business days of inspection date.

5.8 Notice to City. If Contractor becomes aware of any condition in the Downtown Vehicle Storage Facility that is unsafe or unhealthy, Contractor shall immediately notify the Chief in writing. City shall also be notified within two (2) days by Contractor of any accident or safety hazard that occurs on the premises of the Downtown Vehicle Storage Facility. Contractor shall also advise City, in writing, of action Contractor has taken to remedy any safety hazard or other violation.

5.9 OSHA Compliance. Contractor shall provide access to the Downtown Vehicle Storage Facility to authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary's duties under the Occupational Safety and Health Act (hereinafter referred to as "the Act") of 1980, as amended. Contractor is responsible for any violation of the Act or any regulation issued hereunder related to Contractor's activities under this Agreement and shall immediately remedy any conditions giving rise to such a violation. Contractor shall give City prompt written notice of any such violation. **CONTRACTOR SHALL DEFEND AND HOLD HARMLESS CITY FROM ANY FINE, PENALTY, OR LIABILITY IN CONNECTION WITH ANY VIOLATION OF THE OCCUPATIONAL SAFETY AND HEALTH ACT UNLESS SUCH FINE, PENALTY, OR LIABILITY SHALL ARISE FROM THE EXISTENCE OF A PREMISES DEFECT OVER WHICH CONTRACTOR HAS NO CONTROL OR DUTY UNDER THIS AGREEMENT.**

5.10 City's Access to Facility. In addition to any rights of access granted to City in this Agreement, City may at any time during the term of this Agreement, have access to Contractor's Downtown Storage Facility for the purposes of inspection and to ensure compliance with the terms of this Agreement.

VI. RATES FOR SERVICE

6.1 Rates. Contractor shall charge the following rates for Wrecker Services performed under the terms of this Agreement:

6.1.1 Light Tows. For Light Tows, as defined in this Agreement, Contractor shall charge a towing rate of ONE HUNDRED AND FIFITY-EIGHT DOLLARS AND 0 CENTS ($158.00). An additional fee of THIRTY DOLLARS AND 0 CENTS ($30.00) may be charged for the required or requested use of a Dollie to perform Wrecker Services.

6.1.2 Medium Tows. For Medium Tows, as defined in this Agreement, Contractor shall charge a towing rate of TWO HUNDRED AND NINETY-THREE DOLLARS AND 0 CENTS ($293.00). An additional fee of THIRTY-FIVE DOLLARS AND 0 CENTS ($35.00) may be charged for the required or requested use of a Dollie to perform Wrecker Services.

6.1.3 Heavy Tows. For Heavy Tows, as defined in this Agreement, Contractor shall charge a towing rate of THREE HUNDRED AND FORTY-FIVE DOLLARS per hour, with a two (2) hour minimum charge. Additionally, should Contractor be required to utilize special equipment or procedures necessary to perform a Heavy Tow, Contractor may utilize those charges approved in Exhibit IV.

6.2 City-Owned Police Vehicles. Wrecker Services shall be provided by Contractor to City at no cost for all City-Owned Vehicles, as defined in this Agreement. Such services include tows, jump starts and tire changes.

6.3 Drop Fee. Except when instructed by police, when Contractor has arrived at the location of a requested tow and has attached equipment for towing as the first action of performing Wrecker Services, the Contractor may require payment of a reasonable Drop Fee before releasing the vehicle to the owner/owner's agent or operator. City shall receive its compensation in accordance with Section 7.1 of this Agreement for tows subject to a Drop Fee. A "reasonable" Drop Fee should not exceed the following:

6.3.1 Light Tow $79.00

6.3.2 Medium Tow.....$147.00

6.3.3 Heavy Tow.....$160.00

6.4 Special Equipment. In the event that circumstances require Contractor to use specialized equipment in the performance of Wrecker Services, Contractor may charge those rates as prescribed in Exhibit IV. Should Contractor be required to utilize special equipment not identified in Exhibit IV, Contractor shall charge a reasonable amount consistent with industry rates and standards for such equipment. The assessment of such additional amount requires Contractor to submit documentation of the necessity for such equipment and rate verification.

6.5 Relocation. $75.00 per hour; if not a full hour, will be billed to the nearest quarter of an hour.

6.6 Stand-by. $75.00 per hour which will include relocations if needed while on stand-by status. The fee will be billed to the nearest quarter of an hour.

6.7 Police Special Vehicles. Rates will be based on the Heavy Duty and Special Equipment Rate. All rates will be approved by the Department.

6.8 Types of Payment. Contractor shall accept cash, check, credit card and debit card, but shall not trade or barter for service.

6.9 Rate Reviews and Adjustments. The Rates described in Section 6.1.1, 6.1.2 and 6.1.3 will be reviewed by City in Years 2 and 4 of this Agreement if Contractors response time is in compliance with set categories. Rate adjustments may be given based upon changes in the Consumer Price Index (CPI) – South Urban Transportation Index. Such adjustments shall be at City's sole discretion and shall be reflected in writing by an addendum, executed by the Chief of Police, which shall be attached hereto and incorporated herein for all purposes.

6.10 Fuel Adjustments. The formula for fuel adjustments is described in Exhibit V.

6.11 Hazmat Rates. Rates will be submitted and approved by the Department. The rates will be included in the Contractor's Hazmat Operations Process.

VII. COMPENSATION TO CITY

7.1 City's Commission. As consideration for the right to provide Wrecker Services in accordance with the terms and conditions of this Agreement, Contractor shall pay to City SEVEN DOLLARS AND 0 CENTS ($7.00) per nonconsent tow, including instances when an owner or operator of a vehicle arrives prior to a vehicle being removed and Contractor receives a fee for releasing the vehicle. Such payment shall be due to City in accordance with Article VIII of this Agreement and shall be due regardless of Contractor's actual receipt of payment from a third-party. The amount of SEVEN DOLLARS AND 0 CENTS ($7.00) is incorporated in the rate for Wrecker Services as described in Article VI and Contractor shall not seek to receive any additional amounts from any third-party receiving Wrecker Services to cover City's commission.

VIII. PAYMENT TERMS

8.1 Payment Date. Contractor shall submit to City the commission fees as specified in Article VII. Contractor shall have two (2) business days from the receipt of notice to submit the required commission fees unless the time period is extended in writing at the sole discretion of the City. Failure by Contractor to submit commission fees within two (2) business days' notice shall subject Contractor to a fee of an additional ten percent (10%) of the amount due and owing by Contractor to City and shall make Contractor in default of this Agreement.

IX. RECORDS RETENTION

9.1 Records Retention Period. Contractor shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of this Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or

other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return said documents to City prior to or at the conclusion of said retention period.

9.2 Specified Records. Contractor shall retain all records, including but not limited to tow invoice copies, inventory and condition reports for Contractor's Equipment and any facilities inspection records and within twenty-four (24) hours of the City's request, Contractor shall make available such records for inspection, audit or copying by City or its authorized representative.

9. 3 Notification. Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests. Notwithstanding anything to the contrary, in the event Contractor must comply with a subpoena or court order, Contractor's compliance with any such court order or subpoena is not a breach of or default under this Agreement.

X. SUSPENSION/TERMINATION

10.1 Suspension. City may summarily suspend this Agreement should there be reason to believe that Contractor has breached this Agreement, including violation of any City, State or Federal laws. Such suspension shall remain in effect until such time as the City determines appropriate measures to ensure Contractor's future compliance. Grounds for such suspension include, but are not limited to the following:

(a) Failure to abide by any terms or conditions of this Agreement;

(b) Failure to keep and maintain adequate proof of insurance or bond as required by this Agreement;

(c) Use of substandard, unauthorized or dangerous equipment;

(d) Failure to maintain any equipment required under this Agreement;

(e) Failure to pay city's commission or any other fees collectible under this Agreement;

(f) Failure to maintain a Response Time Performance Rating of ninety-eight percent (98%) for two (2) consecutive months;

(g) The commission of any crime by Contractor, or any owner, part owner, partner, business associate, principal party, officer, or director.

10.2 Termination Defined. For purposes of this Agreement, "termination" shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

10.3 Termination Without Cause. This Agreement may be terminated by either party upon sixty (60) calendar day's written notice, which notice shall be provided in accordance with Article XI. Notice. Should Contractor exercise its option to Terminate Without Cause, City may, at its discretion, seek to recover any and all costs or expenses it may incur as a result of Contractor's action through the Performance Bond required under Article XIII.

10.4 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article XI. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

10.4.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XVII. Assignment and Subcontracting.

10.5 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this section, same shall be considered an Event of Default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article XI. Notice, to cure such default. If Contractor fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice or adoption of an ordinance, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required in this Agreement. Should City exercise its option to terminate this Agreement for Contractor's failure to cure any default, City may, at its discretion, seek to recover any and all costs or expenses it may incur as a result of Contractor's inaction through the Performance Bond required under Article XIII. The following actions are defaults which may be cured by Contractor:

(a) Performing unsatisfactorily in the sole discretion of City;

(b) Failing to perform or failing to comply with any covenant herein required as determined by the City;

(c) Bankruptcy or selling substantially all of company's assets; and/or

(d) Failure to comply with the terms and conditions stated in Article XVIII. SBEDA.

10.6 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

10. 7 Ceasing Operations. Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

10. 8 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

10.9 Mediation/Arbitration. The Parties may agree to resolve any disputes that may arise under this Agreement through mediation and/or non-binding arbitration as follows:

(a) The party seeking resolution of a matter shall provide the other party with a written request for non-binding mediation. If the party receiving notice agrees to such non-binding mediation such shall be held within 30 days of the date of receipt of the request.

(b) A mediator shall be jointly selected, or if a mediator cannot be agreed upon, the parties will submit a request to the American Arbitration Association to administer the mediation and select a neutral.

(c) If the dispute is not resolved at mediation, either party may request non-binding arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration need not be administered by the American Arbitration Administration, however, if the parties agree in writing to alternative administration.

10.10 Transition Period. Regardless of the method by which this Agreement is terminated, Contractor agrees to provide a transition period of termination for a period not to exceed two (2) months upon City's request. During such transition period, Contractor may continue to provide Wrecker Services as provided for under this Agreement.

XI. NOTICE

11.1 Notice. Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by

certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:	City of San Antonio Attn: Chief San Antonio Police Department 315 S. Santa Rosa San Antonio, 78207 City of San Antonio Attn: Contract Manager San Antonio Police Department 315 S. Santa Rosa San Antonio, 78207
If intended for Contractor, to:	United Road Towing, Inc. 9550 Bormet Dr., Suite 301 Mokena, IL 60448 Attn: Michael Mahar- Legal Notice United Road Towing, Inc. 9550 Bormet Dr., Suite 301 Mokena, IL 60448 Attn: Joe Braverman

XII. DOCUMENTS, REPORTS, AUDITS

12.1 Documents. Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the Wrecker Services rendered hereunder (hereafter referred to as "documents"), and shall make such documents available to the City at their respective offices or through electronic delivery, at all reasonable times and as often as City may deem necessary during the Initial Term, Renewal Term and any extension hereof, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

12.2 Reports. Upon the request of City, Contractor shall provide all reports relating to the performance of Wrecker Services under this Agreement. Contractor shall provide such reports to City within five (5) business days after Contractor receives City's written requests, unless the Parties agree in writing on a longer period of time.

12.2.1 City may require Contractor to submit reports in a format that is reasonably requested by the City. Contractor may seek approval of the City by proposing a format in which information shall be provided to City.

12.2.2 Contractor shall be required to submit quarterly financial reports to City no later than the thirtieth calendar day following the end of the quarter.

12.3 Performance Audit. Periodical performance audits will be performed during the Term of this Agreement. Such audits may be performed by City or a designated representative of City and may include, but not be limited to, a comprehensive review of towing operations, dispatching services, response time, equipment, personnel and safety. After the completion of such performance audit, Contractor shall be notified by the Chief of conditions needing correction or improvement. Contractor shall promptly comply with any such notice.

12.4 Financial Audit Report. As a service provider of City, Contractor's financial condition is pertinent to City's ability to serve the public at large. Within twenty (20) days of City's request, Contractor shall submit a financial statement audited by an independent certified public accountant in accordance with generally accepted auditing standards. Contractor shall submit the audited financial statements and any management letter prepared by the independent Certified Public Accountant to both the City's Finance Department at P. O. Box 839966, San Antonio, Texas 78238-3966, and to the San Antonio Police Department at 214 W Nueva, San Antonio, Texas, 78207. The City acknowledges Contractor deems Contractor's financial statements and other financial information submitted by Contractor pursuant to this section (the "Confidential Information") as confidential, private and that disclosure of the Confidential Information to the public would cause substantial competitive harm to Contractor. To the extent permitted by law, City agrees not to release or otherwise disclose the Confidential Information. In the event the City receives a request to release information that may include release of the Confidential Information pursuant to the Texas Public Information Act or other State, municipal or federal freedom of information act or law, City agrees to decline to release the Confidential Information for the purpose of requesting an attorney general decision in accordance with Section 552.305 of the Texas Public Information Act or similar provision in any other applicable ordinance or law. The City shall notify Contractor of the request for the attorney general decision within ten (10) business days after the City received the request for information and provide Contractor a copy of the applicable written request for information.

XIII. PERFORMANCE BOND REQUIREMENTS

13.1 Performance Bond. Contractor shall cause to be made, executed and furnished to the City upon the effective date of this Agreement a Performance Bond made payable to the City of San Antonio in a form acceptable to City in the amount of ONE MILLION DOLLARS ($1,000,000.00). Such bond shall be executed by a corporate surety licensed pursuant to the Texas Insurance Code and listed on the U.S. Department of Treasury's Listing of Approved Sureties and conditioned on the faithful performance of all

conditions and covenants of this Agreement. The Performance Bond is to be renewable on each anniversary date of this Agreement or extension hereto.

XIV. INSURANCE

14.1 Certificate of Insurance. Prior to the commencement of any work under this Agreement, Contractor shall furnish an original completed Certificate(s) of Insurance to the San Antonio Police Department and the City Clerk's Office, and which shall be clearly labeled "Wrecker Services Contract" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the San Antonio Police Department and the Clerk's Office, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

14.2 Right to Review. 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, but in no instance will City allow modification whereupon City may incur increased risk.

14.3 Coverage. A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII). If mutually agreeable to the parties herein, Contractor may elect to add any or each Subcontractor as an additional named insured to its policy or policies in lieu of separate policies for each party. The Contractor and each Subcontractor shall maintain the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
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	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability

b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/Impact – sufficiently broad to cover disposal liability.	Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage 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 less e. Comprehensive loss coverage f. Specific causes of loss coverage g. Collision coverage	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
6. Pollution Liability coverage a. MCS-90 endorsement b. Hazmat/Environmental Services	$1,000,000.00 per occurence

14.4 Copies Upon Request. The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, 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). Contractor 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. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Police Department
P.O. Box 839966
San Antonio, Texas 78283-3966

14.5 Incorporated Provisions. Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required 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 City-owned Police vehicles under the Auto Coverage, workers' compensation and professional liability polices;

- 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 and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days 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 non-payment of premium.

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

14.7 Stop Work Order. In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder until such time as Contractor demonstrates compliance with the requirements of this Article XIV.

14.8 No Limitation. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

14.9 Primary and Non-Contributory. It is agreed that Contractor'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.

14.10 Separate Obligation. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

14.11 Liability for Equipment. Contractor and any Subcontractors are responsible for all damages to their own equipment.

XV. INDEMNIFICATION

15.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or 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, property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.

15.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE (EXCLUDING INTENTIONAL, WILLFUL, WANTON, MALICIOUS, OR OTHER NON-NEGLIGENT CONDUCT OF THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS OR REPRESENTATIVES), provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the conduct, act, or omission of the City, its elected officials, employees, officers, directors, volunteers or representatives, is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in

connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

15.3 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. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such Indemnified claim or demand as set forth above at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.
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.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

15.4 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.

15.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.

XVI. INDEPENDENT CONTRACTOR

16.1 Independent Contractor. The parties agree that Contractor is an independent

contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and Contractors; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and Contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

XVII. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL

17.1 No Assignment. Contractor shall not assign, transfer, convey, or otherwise dispose of any part of, or all of its right, title or interest in this Agreement, nor shall Contractor assign, transfer, convey or dispose of any agreement made with City covering the subject matter of this Agreement without first obtaining the written consent of City through a duly authorized City Ordinance of City's governing board. Any references in this Agreement to an assignee or transferee indicate only such an entity as has been approved by the City Council.

17.2 Subcontracting. Contractor is not prohibited from subcontracting for specific services related to this Agreement where Contractor retains full responsibility for acts of the subcontractor and such subcontracting is approved in writing by the City prior to the use of the subcontractor. Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

17.3 Breach. Should Contractor assign, transfer, convey, or otherwise dispose or attempt to dispose of its right, title or interest in this Agreement or any agreement made with City covering the subject matter of this Agreement, City may, at its option and through an action of its City Council, terminate this Agreement, and all rights, titles and interests of Contractor shall thereupon cease and terminate, notwithstanding any other remedy available to City under this Agreement or by law. The violation of this provision by Contractor shall in no event release Contractor from any obligations under the terms of this Agreement, nor shall it relieve or release said Contractor from the payment of any damages to City which City sustains as a result of such violation.

17.4 Change of Control. Contractor agrees to notify the City of a change of control of Contractor's business entity not less than thirty (30) calendar days in advance of the effective date of such change. Notwithstanding any other remedies that are available to City under this Agreement, any change of control of its business entity may be grounds for the termination of this Agreement at the sole discretion of City.

XVIII. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

18.1 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.

18.2 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 <u>not</u> 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.

18.3 <u>SBEDA Program Compliance – General Provisions.</u> 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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.

18.3.5 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.

18.3.6 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.

18.3.7 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.

18.3.8 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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:

(a) 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;

(b) 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;

(c) 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;

(d) 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

(e) 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.

18.7.1 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:

(a) Suspension of contract;
(b) Withholding of funds;
(c) Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
(d) Refusal to accept a response or proposal; and
(e) 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).

XIX. CONFLICT OF INTEREST

19.1 City's Ethics Code. Contractor acknowledges 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 Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as a City-owned utility. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, 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; 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.

19.2 Contractor's Certification. Pursuant to the subsection above and excluding any other agreements Contractor may have with City, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents performing under this Agreement are neither officers nor employees of the City as defined in Section 2-52(f) of the City's Ethics Code. Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XX. AMENDMENTS

20.1 Amendments. Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be by mutual agreement of the parties effected by an amendment, in writing, executed by both City and Contractor, and subject to the approval of the City Council, as evidenced by the passage of duly authorized City ordinance.

XXI. SEVERABILITY

21.1 Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. CERTIFICATIONS/LICENSES/PERMITS

22.1 Certifications. Contractor warrants and certifies that Contractor and any other person authorized or designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competency standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

22.2 License and Permits. Contractor and any subcontractor involved in the provision of any services under this Agreement, shall, at its own expense and cost, procure and keep in force during the term of this Agreement, all permits and licenses required by law to provide such services, and shall provide copies of such permits and licenses upon request to the City within ten (10) business days after receiving a request from City.

22.2.1 Nothing contained herein shall be construed as binding the City to the issuance of any license or permit needed by Contractor or any of Contractor's subcontractors to enable anyone to provide services hereunder.

XXIII. OWNERSHIP AND LICENSES

23.1 No Copyright. In accordance with Texas law, Contractor acknowledge 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 record produced by or on behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor.

23.2 Government Record. 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.

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

23.4 Applicable Law. In accordance herewith, Contractor and the City agree to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

XXIV. INTELLECTUAL PROPERTY

24.1 Royalties and Fees. Contractor agrees to pay any third-party royalties and licensing fees associated with intellectual property implemented by and used by Contractor pursuant to this Agreement and shall hold the City harmless and indemnify the City from the payment of any such 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 implemented by and used by Contractor pursuant to this Agreement. Contractor shall defend any such suits for infringement of any Intellectual Property rights implemented by and used by Contractor pursuant to this Agreement. Further, if Contractor 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.

24.2 Infringement. Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware implemented by and used by Contractor pursuant to this Agreement, and not otherwise used by the City independent of Contractor or having been used by the City prior to this Agreement, infringe upon any United States patent or copyright, Contractor shall immediately commence one or more of the following options and the choice of option is solely at Contractor's discretion:

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

b) Seek to alter the Contractor's programs, hardware, or both the Contractor's programs and hardware so that the alleged infringement is eliminated; or, and

c) Contractor will cease use of the programs, hardware, or both, so the alleged infringement is eliminated.

In no case shall Contractor's action disrupt the performance of the required services to be provided by Contractor under this Agreement or result in the City incurring any costs or liabilities due to Contractors use or misuse of licensed property.

XXV. COMPLIANCE

25.1 Compliance. Contractor and City shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XXVI. NONWAIVER OF PERFORMANCE

26.1 Non-Waiver. Unless otherwise specifically provided for in this Agreement, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by both parties. Such changes must be approved by the City Council, as described in Article XX. Amendments. No act or omission by a party shall in any manner impair or prejudice

any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXVII. LAW APPLICABLE

27.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

27.2 Venue. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas, or in the federal court that has jurisdiction over San Antonio.

XXVIII. LEGAL AUTHORITY

28.1 Authority. The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

XXIX. PARTIES BOUND

29.1 Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein. No provision within this Agreement is intended to benefit a third party and thus no provision of this Agreement shall be interpreted to benefit or otherwise create any right or interest in favor of a third party.

XXX. CAPTIONS

30.1 Captions. The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXXI. INCORPORATION OF EXHIBITS

31.1 Exhibits. Each of the Exhibits and Attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all exhibits and attachments:

Exhibit I:	City's Vehicle Storage Facilities
Exhibit II:	Contractor's Towing Operations Plan
Exhibit III:	City Towing Zones
Exhibit IV:	Special Equipment List
Exhibit V:	Fuel Adjustment Schedule
Exhibit VI:	HazMat Operations
Exhibit VII:	City's RFP Solicitation

XXXII. ENTIRE AGREEMENT

32.1 Agreement. This Agreement, together with its authorizing ordinance and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto and duly executed by the parties, in accordance with Article XX. Amendments.

EXECUTED and **AGREED** to this the 17TH day of JULY, 2015.

CITY:
CITY OF SAN ANTONIO

for Sheryl L. Sculley
City Manager

CONTRACTOR:
UNITED ROAD TOWING
d/b/a UNITED ROAD VEHICLE MANAGEMENT SOLUTIONS

Name: Gerald J. Corcoran
Title: CEO / President

ATTEST:

for Leticia Vacek

Approved as to Form:

for Martha G. Sepeda
Acting City Attorney

EXHIBIT I: CITY'S VEHICLE STORAGE FACILITIES

1. Growdon Vehicle Storage Facility
   3625 Growdon Road
   San Antonio, Texas 78228
   (210) 431 – 8200

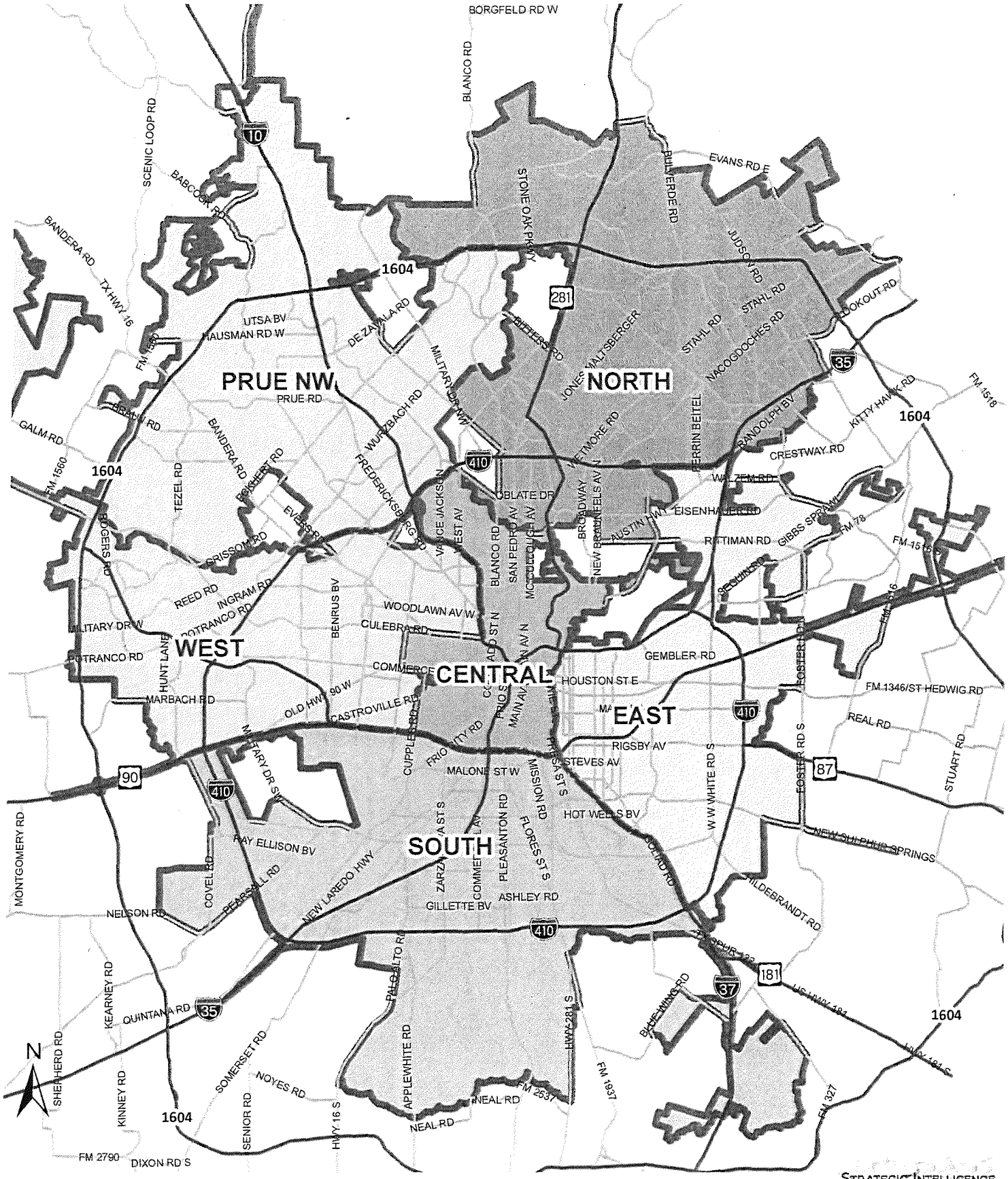
Holding Lots for Evidence Processing

1. 9th Street Facility
2. 555 Academic

EXHIBIT II: CONTRACTOR'S TOWING OPERATIONS

EXHIBIT III: CITY TOWING ZONES

San Antonio Police Department - 2015 Substation Boundaries



Developed by SAPD Strategic Intelligence & Analytics, MAY 2015
JGG

Strategic Intelligence and Analytics

EXHIBIT IV: SPECIAL EQUIPMENT RATE LIST

Heavy Duty Rates for City of San Antonio	
Heavy Duty Tow Services	**Rate**
(A) Heavy Duty Tow Truck, hourly rate, including driver labor charge	$345.00
(B) Drive Shaft Removal	$35.00
(C) Tandem Axle Tractor, rate per hour including driver	$132.00
(D) Heavy Duty Supervisor hourly charge - when requested by PD	$150.00
(E) Landoll Trailer Service hourly rate	$202.00
(F) Mileage charge when towing privately beyond San Antonio City Limits (for miles outstide of city limits only)	$2.80
(G) Use of a Heavy Duty Tow Truck for a Winch-Out, flat rate	$345.00
Special Equipment	**Rate**
(A) 53' Tandem Axle Dry Box Trailer, including cleanout charge, maximum rate per calendar day	$77.00
(B) Air Cushion, rate per hour	$195.00
Tanker Air Cushion, rate per hour Note: Tanker air cushions may be charged for a min of 2 hrs	$195.00
(C) Use Rate for Emergency Response Box Trailer - per hour Note: Minimum size 16ft. Price inlcudes transport to and from scene	$125.00
(D) Use Rate for 16' - 20' Flat Bed Trailer per hour Note: Price inlcudes transport to and from scene	$84.00
(E) Use Rate for Emergency Response Fuel Trailer, per hour Note: Price inlcudes transport to and from scene	$125.00
(F) Use Rate for Skid Loader, per hour	$70.00
Skid Loader with Broom Sweeper Attachment, per hour	$98.00
(G) Use Rate for Roll-Off Box, per hour. Maximum charge not to exceed 8 hours/day	$42.00
(H) Use Rate for Vacuum Truck (80 to 167 Barrels) per hour	$105.00
(I) Use Rate for Dump Truck (12 to 40 Yards) per hour	$90.00
(J) Use Rate for Backhoe - Extend -A-Hoe, per hour	$90.00
(K) Use Rate for Backhoe - 4 Wheel Drive or Extend-A-Hoe, per hour	$90.00
(L) Use Rate for Backhoe, per hour	$90.00

(M) Equipment Mobilization & Demobilization for Items F -L, per item	$70.00
(N) Torches use Rate per trip	$57.00
(O) Auxiliary Lighting & Power Plants per initial half hour	$70.00
Rate for each subsequent 1/4 hour	$20.00
(P)Saws (All), use rate per initial half-hour	$29.00
Rate for each subsequent 1/4 hour	$18.00
(Q)Special Equipment **Mark-Up percent, not to exceed 15%, above cost to contractor for rental, lease , or purchase of special equipment, must be authorized by the Contract Towing Office.**	

EXHIBIT V: FUEL ADJUSTMENT SCHEDULE

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.

Towing Contract Fuel Adjustment Table

Fuel Prices	**Fuel Surcharge**
Under $3.60	-
$3.06 - $3.70	$0.40
$3.70 - $3.80	$0.80
$3.80 - $3.90	$1.20
$3.90 - $4.00	$1.60
$4.00 - $4.10	$2.00
$4.10 - $4.20	$2.40
$4.20 - $4.30	$2.80
$4.30 - $4.40	$3.20
$4.40 - $4.50	$3.60
$4.50 - $4.60	$4.00
$4.60 - $4.70	$4.40
$4.70 - $4.80	$4.80
$4.80 - $4.90	$5.20
$4.90 - $5.00	$5.60
$5.00 - $5.10	$6.00
$5.10 - $5.20	$6.40
$5.20 - $5.30	$6.80
$5.30 - $5.40	$7.20
$5.40 - $5.50	$7.60
$5.50 - $5.60	$8.00
$5.60 - $5.70	$8.40
$5.70 - $5.80	$8.80
$5.80 - $5.90	$9.20
$5.90 - $6.00	$9.60
$6.00 - $6.10	$10.00
$6.10 - $6.20	$10.40
$6.20 - $6.30	$10.80
$6.30 - $6.40	$11.20
$6.40 - $6.50	$11.60
$6.50 - $6.60	$12.00

EXHBIT VI: HAZMAT OPERATIONS

Transportation and Disposal of Contaminated Materials.

Contaminated materials shall be removed from the site as quickly as possible. All contaminated material shall be transported by Contractor directly to an authorized temporary no-charge storage facility or authorized disposal facility and in compliance with all applicable regulations, including required labeling. Transporters shall be insured, licensed, and permitted by the state, federal, and local agencies, as appropriate, for the waste material that is to be hauled. Contractor shall provide proof of licenses and permits, as required, prior to commencing the work. Transport vehicles shall be in good working condition. All loads must be covered with a tarp or other suitable means to prevent dispersion of contaminated material while the material from the Location to the selected landfill. The City reserves the right to remove transporters from the site if the vehicle is not in good working condition. Contractor, or Contractor's authorized transporter, shall haul contaminated material directly to the disposal facility and shall not spill or track contaminated material in route to the disposal facility.

Manifest

Contractor shall prepare and provide a manifest for each shipment of waste. The City shall sign each manifest, but may state clearly they are NOT the Generator of the waste.

Contractor shall provide detailed and legible uniform manifests to City, prepared, signed and dated by an agent of the City for the treatment or disposal facility certifying the type and amount of materials delivered to the treatment or disposal facility with the copy of the invoice for services.

Contractor shall forward a TCEQ Uniform Manifest form within 30 days to the Contract Manager, indicating the disposal or destruction facilities acceptance and disposal were in accordance with applicable regulations.

Contractor shall arrange for any special waste authorizations with the state or disposal facility, and characterize the waste for disposal according to "Sampling and Analysis" below. All coordination with the state and the disposal facility for disposal approval shall be Contractor's responsibility.

The Disposal facility shall sign the manifest upon acceptance at the disposal facility, and the original signed manifest shall be promptly returned to the City. Manifests must be returned to the City within the designated state and federal timelines. Payment will not be made until the original manifest is returned to the City. It shall be Alamo 1's responsibility to locate delinquent manifests. Contractor shall be fully responsible and liable for all consequential regulatory liability, third party, and City damages that may arise or be asserted on account of un-manifested or delinquent manifested wastes.

Provide certificates of destruction or treatment with the final copy of the manifest when the disposition of material is by fuel blending or incineration.

Parties agree that Contractor is not and shall not be considered the owner or generator of, and shall not take title to, the material, substances or wastes remediated, removed or otherwise handled by Contractor on behalf of Client.

The City will not pay Contractor for any wastes generated by Contractor as a result of Contractor own work operations, such as municipal solid waste incidental to construction, or spills, leaks from transport vehicles or other equipment, or industrial waste generated by Contractor as a byproduct of Contractor 's own operations. Contractor shall be held to housekeeping practices where under Contractor shall avoid creation of solid waste violations.

All contaminated materials shall be disposed of in a federal, state, and City authorized facility. Contaminated materials may be recycled only after authorization by the City's Solid Waste Management Services Department Director. If Contractor chooses to recycle a material, Contractor must prove to the City's satisfaction that the material will be completely recycled and the end product is inert. Testing may have to be performed to prove that the material is inert and/or completely recycled. Contractor must also prove that recycling the material is safer, less expensive, and results in less liability than disposal in an authorized landfill. The recycling process shall be performed in accordance with state and federal regulations. Contractor shall be fully responsible for any consequences arising from the recycling process and the end product, its storage, application, or other conditions of use.

Payment for transportation and disposal of contaminated materials removed pursuant to hazardous materials remediation services will be based on the loose cubic yard of the material to be disposed. The cubic yards disposed of will be calculated based on the transport truck capacity and shall be documented on the disposal manifests. The Contract Towing Office shall verify the volume of material for each load disposed. If the City and Contractor disagree on the estimated volume of a load, it shall be Contractor 's responsibility to provide acceptable proof that each load is full. The City will accept certified weights from a stationary or portable scale to support an accurate load measurement. The City will not be responsible for any claims related to overweight loads.

Decontamination.

Contractor shall prevent the cross-contamination of the contaminated material to surrounding media by decontaminating all Contractor's equipment, tools, personnel, as necessary. It shall be Contractor's responsibility to decontaminate Contractor's transport trucks, and vehicles involved in accidents, prior to leaving the site. Dry methods, such as brushing off visible debris from wheels and sides of the truck shall be performed, as necessary. If the material is saturated with liquids and has the potential to stick to the transport truck, Contractor shall line the transport truck with a minimum of one layer of 6-mil plastic. This provision shall not be deemed to exclude the use of roll off containers and barrels where necessary or preferred as determined by Contractor.

Contractor shall decontaminate all equipment that contacted contaminated media. Dry methods are preferred. As necessary, Contractor shall decontaminate using high-pressure water and non-phosphate detergent. All personnel that come into contact with contaminated material shall be decontaminated before leaving the site by removing and disposing of contaminated clothing and washing with water and low foaming soap. Contractor shall perform more stringent decontamination methods, as appropriate. Decontamination water may be disposed of with the same contaminated media. All decontamination procedures shall be identified and described in Contractor health and safety plan, a copy of which shall be provided to City upon request.

Personal Protective Equipment: Training.

All work that has a potential to expose the worker to contamination, such as excavation of contaminated media and liquid waste removal or disposal, shall be performed, using Personal Protective Equipment (PPE), as defined by OSHA, and as applicable to the surrounding circumstances. In the event that the work conditions require a PPE usage beyond Level D, Contractor must comply and notify City's SAPD Contract Towing Office.

Contractor shall ensure all workers have completed Hazardous Worker Training (HAZWOPER), as appropriate for the work activities, in accordance with OSHA 1910.120. At a minimum, all workers who will handle contaminated media shall receive 40 hours of HAZWOPER Training. Additionally, Contractor's Incident Manager must also have an additional 8 hours of Supervisor HAZWOPER Training. PPE to be worn by Contractor shall be identified and described in Contractor 's health and safety plan. The City reserves the right to verify 40-hour HAZWOPER Training certificates of each worker to ensure compliance with OSHA 1910.120 regulations.

Sampling and Analysis.

No sampling and analysis will be conducted under this contract except for incidental sampling as may be necessary for specific work items. Sampling performed by Alamo 1 shall be collected and analyzed as required to characterize waste for disposal, and document field conditions. All samples shall be collected and analyzed in accordance with state and federal guidelines. Contractor is authorized to act on behalf of the City to execute any Waste Profile required of any landfill or disposal facility.

Additional Environmental Requirements.

Contractor shall be solely responsible for the development of and compliance with a Comprehensive Health and Safety Plan, which shall be made available to City upon request.

The Comprehensive Health and Safety Plan shall comply with all requirements of the Agreement, 29 CFR 1910.120, and with all other applicable laws and regulations.

Contractor shall certify that all personnel employed by Contractor's subcontractors who perform work under this Agreement, comply with all requirements of the OSHA, including, but not limited to, appropriate level training requirements under 29 CFR 1910.120. Alamo 1 shall supply copies of certifications to the City upon request and as personnel become recertified.

Contractor shall perform all work under this contract in accordance with all local, state, and federal laws, regulations, and policies. Contractor shall follow TCEQ rules and guidance, as applicable. Contractor shall possess all applicable licenses, permits, insurance, and training required to perform environmental work activities. The applicable laws, regulations, and policies, include, but are not limited to:

- 30 Texas Administrative Code (TAC) 327
  - 30 TAC 330
  - 30 TAC 333

- 30 TAC 334
- 30 TAC 335
- 34 TAC 343
- 29 Code of Federal Regulations (CFR) 1910
- 40 CFR 261
- 40 CFR 268
- 40CFR761

Equipment Requirements.
Contractor shall have response vehicles available with the appropriate equipment and materials. The vehicles shall include at a minimum:

Pick-up truck: Used for initial response, monitoring and all site visits where large amounts of equipment are not required. Contractor shall provide a pick-up truck for every initial response.

Trailer, minimum 14 feet: Used for initial response, incident assessment, monitoring and all site visits where additional equipment is required.

Boat: Used to access waterborne spills for the deployment of containment and absorbent booms.

Vehicle fitted with pumps and attachments that can be used to drain cargo that contain liquid hazardous material from hard to reach locations, such as, but not limited to, punctured fuel tanks and sewer systems.

Contractor shall maintain daily work tickets at each work site which shall itemize all Contractor's costs per day. The daily work ticket shall include the following information:

List of personnel, by title, including the number of hours worked for each employee.

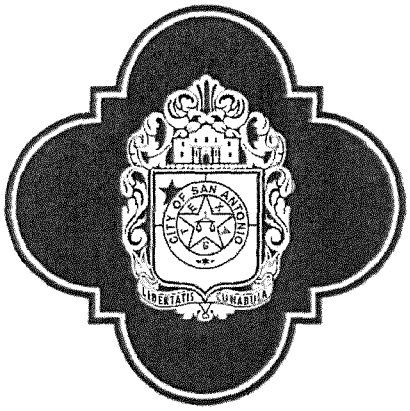
List of equipment used, including the number of hours of use for each piece of equipment.

List of consumables and expendables, including quantity (e.g. 22 each 1/2 gallon sampling containers, eight pairs of protective gloves).

EXHIBIT VII: CITY'S REQUEST FOR PROPOSAL

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 WreckerMaster 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 t o 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 questionnaire s 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:

TYPE	AMOUNTS
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	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability

c. Products/completed operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/Impact – sufficiently broad to cover disposal liability.	Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage 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 less e. Comprehensive loss coverage f. Specific causes of loss coverage g. Collision coverage	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability 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.

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 filling 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/eforms/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.