

AGREEMENT

36375

THIS AGREEMENT is made and entered, in duplicate, as of August 1, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 19, 2022, by and between UR INTERNATIONAL, INC., a Texas corporation ("Contractor"), with a place of business at 10701 Corporate Drive, Suite 377, Stafford, TX 77477, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to provide towing business operations management software and support services ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using Request for Proposals ("RFP") FS-21-023, attached hereto as Exhibit "A-1", and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, at the rates or charges shown in Exhibit "B":

i. For the Implementation: One Hundred Eighty One

1 Thousand Seven Hundred Dollars (\$181,700) with a twenty percent (20%)
2 contingency in the amount of Thirty Six Thousand Three Hundred Forty
3 Dollars (\$36,340), for a total implementation amount not to exceed Two
4 Hundred Eighteen Thousand Forty Dollars (\$218,040); and

5 ii. For Software Maintenance and Support: Eighty Seven
6 Thousand Nine Hundred Seventy-Three Dollars (\$87,973) with a twenty
7 percent (20%) contingency in the amount of Seventeen Thousand Five
8 Hundred Ninety-Four Dollars (\$17,594), for a total annual amount not to
9 exceed One Hundred Five Thousand Five Hundred Sixty-Eight Dollars
10 (\$105,568)

11 B. City shall pay Contractor in due course of payments following
12 receipt from Contractor and approval by City of invoices showing the services or
13 task performed, the time expended (if billing is hourly), and the name of the Project.
14 Contractor shall certify on the invoices that Contractor has performed the services
15 in full conformance with this Agreement and is entitled to receive payment. Each
16 invoice shall be accompanied by a progress report indicating the progress to date
17 of services performed and covered by the invoice, including a brief statement of any
18 Project problems and potential causes of delay in performance, and listing those
19 services that are projected for performance by Contractor during the next invoice
20 cycle. Where billing is done and payment is made on an hourly basis, the parties
21 acknowledge that this arrangement is either customary practice for Contractor's
22 profession, industry or business, or is necessary to satisfy audit and legal
23 requirements which may arise due to the fact that City is a municipality.

24 C. Contractor represents that Contractor has obtained all
25 necessary information on conditions and circumstances that may affect its
26 performance and has conducted site visits, if necessary.

27 D. By executing this Agreement, Contractor warrants that
28 Contractor (a) has thoroughly investigated and considered the scope of services to

1 be performed, (b) has carefully considered how the services should be performed,
2 and (c) fully understands the facilities, difficulties and restrictions attending
3 performance of the services under this Agreement. If the services involve work upon
4 any site, Contractor warrants that Contractor has or will investigate the site and is
5 or will be fully acquainted with the conditions there existing, prior to commencement
6 of services set forth in this Agreement. Should Contractor discover any latent or
7 unknown conditions that will materially affect the performance of the services set
8 forth in this Agreement, Contractor must immediately inform the City of that fact and
9 may not proceed except at Contractor's risk until written instructions are received
10 from the City.

11 E. Contractor must adopt reasonable methods during the life of
12 the Agreement to furnish continuous protection to the work, and the equipment,
13 materials, papers, documents, plans, studies and other components to prevent
14 losses or damages, and will be responsible for all damages, to persons or property,
15 until acceptance of the work by the City, except those losses or damages as may
16 be caused by the City's own negligence.

17 F. CAUTION: Contractor shall not begin work until this
18 Agreement has been signed by both parties and until Contractor's evidence of
19 insurance has been delivered to and approved by City.

20 2. TERM. The term of this Agreement shall commence at midnight on
21 August 1, 2022, and shall terminate at 11:59 p.m. on July 31, 2023, unless sooner
22 terminated as provided in this Agreement, or unless the services or the Project is
23 completed sooner. The term may be extended for one (1) additional one-year period, at
24 the discretion of the City Manager.

25 3. COORDINATION AND ORGANIZATION.

26 A. Contractor shall coordinate its performance with City's
27 representative, if any, named in Exhibit "C", attached to this Agreement and
28 incorporated by this reference. Contractor shall advise and inform City's

1 representative of the work in progress on the Project in sufficient detail so as to
2 assist City's representative in making presentations and in holding meetings on the
3 Project. City shall furnish to Contractor information or materials, if any, described in
4 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
5 perform any other tasks described in the Exhibit.

6 B. The parties acknowledge that a substantial inducement to City
7 for entering this Agreement was and is the reputation and skill of Contractor's key
8 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
9 reference. City shall have the right to approve any person proposed by Contractor
10 to replace that key employee.

11 4. INDEPENDENT CONTRACTOR. In performing its services,
12 Contractor is and shall act as an independent contractor and not an employee,
13 representative or agent of City. Contractor shall have control of Contractor's work and the
14 manner in which it is performed. Contractor shall be free to contract for similar services to
15 be performed for others during this Agreement; provided, however, that Contractor acts in
16 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
17 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
18 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
19 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
20 the usual and customary rights, benefits or privileges of City employees. Contractor
21 expressly warrants that neither Contractor nor any of Contractor's employees or agents
22 shall represent themselves to be employees or agents of City.

23 5. INSURANCE.

24 A. As a condition precedent to the effectiveness of this
25 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
26 duration of this Agreement, from insurance companies that are admitted to write
27 insurance in California and have ratings of or equivalent to A:V by A.M. Best
28 Company or from authorized non-admitted insurance companies subject to Section

1 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
2 by A.M. Best Company, the following insurance:

3 (a) Commercial general liability insurance (equivalent in scope to
4 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
5 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
6 coverage shall include but not be limited to broad form contractual liability,
7 cross liability, independent contractors liability, and products and completed
8 operations liability. City, its boards and commissions, and their officials,
9 employees and agents shall be named as additional insureds by
10 endorsement (on City's endorsement form or on an endorsement equivalent
11 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
12 shall contain no special limitations on the scope of protection given to City,
13 its boards and commissions, and their officials, employees and agents. This
14 policy shall be endorsed to state that the insurer waives its right of
15 subrogation against City, its boards and commissions, and their officials,
16 employees and agents.

17 (b) Workers' Compensation insurance as required by the California
18 Labor Code and employer's liability insurance in an amount not less than
19 \$1,000,000. This policy shall be endorsed to state that the insurer waives
20 its right of subrogation against City, its boards and commissions, and their
21 officials, employees and agents.

22 (c) Professional liability or errors and omissions insurance in an
23 amount not less than \$1,000,000 per claim.

24 (d) Commercial automobile liability insurance (equivalent in scope
25 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
26 amount not less than \$500,000 combined single limit per accident.

27 B. Any self-insurance program, self-insured retention, or
28 deductible must be separately approved in writing by City's Risk Manager or

1 designee and shall protect City, its officials, employees and agents in the same
2 manner and to the same extent as they would have been protected had the policy
3 or policies not contained retention or deductible provisions.

4 C. Each insurance policy shall be endorsed to state that coverage
5 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
6 written notice to City, shall be primary and not contributing to any other insurance
7 or self-insurance maintained by City, and shall be endorsed to state that coverage
8 maintained by City shall be excess to and shall not contribute to insurance or self-
9 insurance maintained by Contractor. Contractor shall notify City in writing within five
10 (5) days after any insurance has been voided by the insurer or cancelled by the
11 insured.

12 D. If this coverage is written on a "claims made" basis, it must
13 provide for an extended reporting period of not less than one hundred eighty (180)
14 days, commencing on the date this Agreement expires or is terminated, unless
15 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
16 continuing coverage for a period of not less than three (3) years, commencing on
17 the date this Agreement expires or is terminated.

18 E. Contractor shall require that all sub-contractors or contractors
19 that Contractor uses in the performance of these services maintain insurance in
20 compliance with this Section unless otherwise agreed in writing by City's Risk
21 Manager or designee.

22 F. Prior to the start of performance, Contractor shall deliver to City
23 certificates of insurance and the endorsements for approval as to sufficiency and
24 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
25 insurance, furnish to City certificates of insurance and endorsements evidencing
26 renewal of the insurance. City reserves the right to require complete certified copies
27 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
28 time. Contractor shall make available to City's Risk Manager or designee all books,

1 records and other information relating to this insurance, during normal business
2 hours.

3 G. Any modification or waiver of these insurance requirements
4 shall only be made with the approval of City's Risk Manager or designee. Not more
5 frequently than once a year, City's Risk Manager or designee may require that
6 Contractor, Contractor's sub-Contractors and contractors change the amount,
7 scope or types of coverages required in this Section if, in his or her sole opinion, the
8 amount, scope or types of coverages are not adequate.

9 H. The procuring or existence of insurance shall not be construed
10 or deemed as a limitation on liability relating to Contractor's performance or as full
11 performance of or compliance with the indemnification provisions of this Agreement.

12 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
13 contemplates the personal services of Contractor and Contractor's employees, and the
14 parties acknowledge that a substantial inducement to City for entering this Agreement was
15 and is the professional reputation and competence of Contractor and Contractor's
16 employees. Contractor shall not assign its rights or delegate its duties under this
17 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
18 of City, except that Contractor may with the prior approval of the City Manager of City,
19 assign any moneys due or to become due Contractor under this Agreement. Any
20 attempted assignment or delegation shall be void, and any assignee or delegate shall
21 acquire no right or interest by reason of an attempted assignment or delegation.
22 Furthermore, Contractor shall not subcontract any portion of its performance without the
23 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
24 or contractor without approval prior to the substitution. Nothing stated in this Section shall
25 prevent Contractor from employing as many employees as Contractor deems necessary
26 for performance of this Agreement.

27 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
28 certifies that, at the time Contractor executes this Agreement and for its duration,

1 Contractor does not and will not perform services for any other client which would create a
2 conflict, whether monetary or otherwise, as between the interests of City and the interests
3 of that other client. And, Contractor shall obtain similar certifications from Contractor's
4 employees, sub-Contractors and contractors.

5 8. MATERIALS. Contractor shall furnish all labor and supervision,
6 supplies, materials, tools, machinery, equipment, appliances, transportation and services
7 necessary to or used in the performance of Contractor's obligations under this Agreement,
8 except as stated in Exhibit "D".

9 9. OWNERSHIP OF DATA. All materials, information and data
10 prepared, developed or assembled by Contractor or furnished to Contractor in connection
11 with this Agreement, including but not limited to documents, estimates, calculations,
12 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
13 models, reports, summaries, drawings, designs, notes, plans, information, material and
14 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
15 in a format identified by City, and City shall have the unrestricted right to use and disclose
16 the Data in any manner and for any purpose without payment of further compensation to
17 Contractor. Copies of Data may be retained by Contractor but Contractor warrants that
18 Data shall not be made available to any person or entity for use without the prior approval
19 of City. This warranty shall survive termination of this Agreement for five (5) years.

20 10. TERMINATION. Either party shall have the right to terminate this
21 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
22 prior notice to the other party. In the event of termination under this Section, City shall pay
23 Contractor for services satisfactorily performed and costs incurred up to the effective date
24 of termination for which Contractor has not been previously paid. The procedures for
25 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
26 termination, Contractor shall deliver to City all Data developed or accumulated in the
27 performance of this Agreement, whether in draft or final form, or in process. And,
28 Contractor acknowledges and agrees that City's obligation to make final payment is

1 conditioned on Contractor's delivery of the Data to City.

2 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
3 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
4 performing its services, during the term of this Agreement and for five (5) years following
5 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
6 all information, whether written, oral or visual, obtained by any means whatsoever in the
7 course of performing its services for the same period of time. Contractor shall not disclose
8 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
9 of others except for the purpose of this Agreement.

10 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
11 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
12 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
13 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
14 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
15 to subpoena or court order.

16 13. ADDITIONAL SERVICES. The City has the right at any time during
17 the performance of the services, without invalidating this Agreement, to order extra work
18 beyond that specified in the RFP or make changes by altering, adding to or deducting from
19 the work. No extra work may be undertaken unless a written order is first given by the City,
20 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
21 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
22 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
23 City Representative. Any greater increases, taken either separately or cumulatively, must
24 be approved by the City Council. It is expressly understood by Contractor that the
25 provisions of this paragraph do not apply to services specifically set forth in the RFP or
26 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
27 the services to be provided pursuant to the RFP may be more costly or time consuming
28 than Contractor anticipates and that Contractor will not be entitled to additional

1 compensation for the services set forth in the RFP.

2 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
3 from any amount payable to Contractor (whether or not arising out of this Agreement) any
4 amounts the payment of which may be in dispute or that are necessary to compensate the
5 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
6 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
7 performing or failing to perform Contractor's obligations under this Agreement. In the event
8 that any claim is made by a third party, the amount or validity of which is disputed by
9 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
10 City may withhold from any payment due, without liability for interest because of the
11 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
12 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
13 indemnify and protect the City as elsewhere provided in this Agreement.

14 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
15 amended, nor any provision or breach waived, except in writing signed by the parties which
16 expressly refers to this Agreement.

17 16. LAW. This Agreement shall be construed in accordance with the laws
18 of the State of California, and the venue for any legal actions brought by any party with
19 respect to this Agreement shall be the County of Los Angeles, State of California for state
20 actions and the Central District of California for any federal actions. Contractor shall cause
21 all work performed in connection with construction of the Project to be performed in
22 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
23 county or municipal governments or agencies (including, without limitation, all applicable
24 federal and state labor standards, including the prevailing wage provisions of sections 1770
25 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
26 marshal, health officer, building inspector, or other officer of every governmental agency
27 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
28 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in

1 conflict with any applicable laws, but the remainder of the Agreement will remain in full
2 force and effect.

3 17. PREVAILING WAGES.

4 A. Contractor agrees that all public work (as defined in California
5 Labor Code section 1720) performed pursuant to this Agreement (the "Public
6 Work"), if any, shall comply with the requirements of California Labor Code sections
7 1770 *et seq.* City makes no representation or statement that the Project, or any
8 portion thereof, is or is not a "public work" as defined in California Labor Code
9 section 1720.

10 B. In all bid specifications, contracts and subcontracts for any
11 such Public Work, Contractor shall obtain the general prevailing rate of per diem
12 wages and the general prevailing rate for holiday and overtime work in this locality
13 for each craft, classification or type of worker needed to perform the Public Work,
14 and shall include such rates in the bid specifications, contract or subcontract. Such
15 bid specifications, contract or subcontract must contain the following provision: "It
16 shall be mandatory for the contractor to pay not less than the said prevailing rate of
17 wages to all workers employed by the contractor in the execution of this contract.
18 The contractor expressly agrees to comply with the penalty provisions of California
19 Labor Code section 1775 and the payroll record keeping requirements of California
20 Labor Code section 1771."

21 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
22 constitutes the entire understanding between the parties and supersedes all other
23 agreements, oral or written, with respect to the subject matter in this Agreement.

24 19. INDEMNITY.

25 A. Contractor shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
2 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
3 in part, out of or in connection with (1) Contractor's breach or failure to comply with
4 any of its obligations contained in this Agreement, including all applicable federal
5 and state labor requirements including, without limitation, the requirements of
6 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
7 omissions or misrepresentations committed by Contractor, its officers, employees,
8 agents, subcontractors, or anyone under Contractor's control, in the performance of
9 work or services under this Agreement (collectively "Claims" or individually "Claim").

10 B. In addition to Contractor's duty to indemnify, Contractor shall
11 have a separate and wholly independent duty to defend Indemnified Parties at
12 Contractor's expense by legal counsel approved by City, from and against all
13 Claims, and shall continue this defense until the Claims are resolved, whether by
14 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
15 breach, or the like on the part of Contractor shall be required for the duty to defend
16 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
17 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
18 in the defense.

19 C. If a court of competent jurisdiction determines that a Claim was
20 caused by the sole negligence or willful misconduct of Indemnified Parties,
21 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
22 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
23 percentage of willful misconduct attributed by the court to the Indemnified Parties.

24 D. The provisions of this Section shall survive the expiration or
25 termination of this Agreement.

26 20. FORCE MAJEURE. If any party fails to perform its obligations
27 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
28 labor or materials or reasonable substitutes for labor materials, governmental restrictions,

1 governmental regulations, governmental controls, judicial orders, enemy or hostile
2 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
3 beyond the reasonable control of the party obligated to perform, then that party's
4 performance will be excused for a period equal to the period of such cause for failure to
5 perform.

6 21. AMBIGUITY. In the event of any conflict or ambiguity between this
7 Agreement and any Exhibit, the provisions of this Agreement shall govern.

8 22. NONDISCRIMINATION.

9 A. In connection with performance of this Agreement and subject
10 to applicable rules and regulations, Contractor shall not discriminate against any
11 employee or applicant for employment because of race, religion, national origin,
12 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
13 disability. Contractor shall ensure that applicants are employed, and that employees
14 are treated during their employment, without regard to these bases. These actions
15 shall include, but not be limited to, the following: employment, upgrading, demotion
16 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
17 or other forms of compensation; and selection for training, including apprenticeship.

18 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
19 accordance with the provisions of the Ordinance, this Agreement is subject to the
20 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
21 Long Beach Municipal Code, as amended from time to time.

22 A. During the performance of this Agreement, the Contractor
23 certifies and represents that the Contractor will comply with the EBO. The
24 Contractor agrees to post the following statement in conspicuous places at its place
25 of business available to employees and applicants for employment:

26 "During the performance of a contract with the City of Long Beach, the
27 Contractor will provide equal benefits to employees with spouses and its
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200."

3 B. The failure of the Contractor to comply with the EBO will be
4 deemed to be a material breach of the Agreement by the City.

5 C. If the Contractor fails to comply with the EBO, the City may
6 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
7 to become due under the Agreement may be retained by the City. The City may
8 also pursue any and all other remedies at law or in equity for any breach.

9 D. Failure to comply with the EBO may be used as evidence
10 against the Contractor in actions taken pursuant to the provisions of Long Beach
11 Municipal Code 2.93 et seq., Contractor Responsibility.

12 E. If the City determines that the Contractor has set up or used its
13 contracting entity for the purpose of evading the intent of the EBO, the City may
14 terminate the Agreement on behalf of the City. Violation of this provision may be
15 used as evidence against the Contractor in actions taken pursuant to the provisions
16 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

17 24. NOTICES. Any notice or approval required by this Agreement shall
18 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
19 postage prepaid, addressed to Contractor at the address first stated above, and to City at
20 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
21 to the City Clerk at the same address. Notice of change of address shall be given in the
22 same manner as stated for other notices. Notice shall be deemed given on the date
23 deposited in the mail or on the date personal delivery is made, whichever occurs first.

24 25. COPYRIGHTS AND PATENT RIGHTS.

25 A. Contractor shall place the following copyright protection on all
26 Data: © City of Long Beach, California _____, inserting the appropriate year.

27 B. City reserves the exclusive right to seek and obtain a patent or
28 copyright registration on any Data or other result arising from Contractor's

1 performance of this Agreement. By executing this Agreement, Contractor assigns
2 any ownership interest Contractor may have in the Data to the City.

3 C. Contractor warrants that the Data does not violate or infringe
4 any patent, copyright, trade secret or other proprietary right of any other party.
5 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials
6 and employees harmless from any and all claims, demands, damages, loss, liability,
7 causes of action, costs or expenses (including reasonable attorneys' fees) whether
8 or not reduced to judgment, arising from any breach or alleged breach of this
9 warranty.

10 26. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
11 that Contractor has not employed or retained any entity or person to solicit or obtain this
12 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
13 commission or other monies based on or from the award of this Agreement. If Contractor
14 breaches this warranty, City shall have the right to terminate this Agreement immediately
15 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
16 due under this Agreement or otherwise recover the full amount of the fee, commission or
17 other monies.

18 27. WAIVER. The acceptance of any services or the payment of any
19 money by City shall not operate as a waiver of any provision of this Agreement or of any
20 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
21 Agreement shall not constitute a waiver of any other or subsequent breach of this
22 Agreement.

23 28. CONTINUATION. Termination or expiration of this Agreement shall
24 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled
25 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and
26 "Audit" prior to termination or expiration of this Agreement.

27 29. TAX REPORTING. As required by federal and state law, City is
28 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.

1 Contractor shall be solely responsible for payment of all federal and state taxes resulting
2 from payments under this Agreement. Contractor shall submit Contractor's Employer
3 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
4 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
5 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
6 Contractor provides one of these numbers.

7 30. ADVERTISING. Contractor shall not use the name of City, its officials
8 or employees in any advertising or solicitation for business or as a reference, without the
9 prior approval of the City Manager or designee.

10 31. AUDIT. City shall have the right at all reasonable times during the
11 term of this Agreement and for a period of five (5) years after termination or expiration of
12 this Agreement to examine, audit, inspect, review, extract information from and copy all
13 books, records, accounts and other documents of Contractor relating to this Agreement.

14 32. THIRD PARTY BENEFICIARY. This Agreement is not intended or
15 designed to or entered for the purpose of creating any benefit or right for any person or
16 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

UR INTERNATIONAL, INC. , a Texas corporation

September 06, 2022

By [Signature]
Name UPENDRA SAHU
Title PRESIDENT/TREASURER

_____, 2022

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

September 14, 2022

By [Signature]

City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This Agreement is approved as to form on September 13th, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

The signature of Mr. Upendra Sahu on line 5 was signed before me on September 06, 2022.
Notary Public; JOSEPH T. JOSEPH
State of Texas
County of Harris
Joseph T. Joseph
09/06/2022

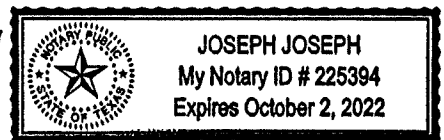


EXHIBIT A-1
Request for Proposal “RFP” – FS-21-023

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

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City of Long Beach

Request for Proposals Number FS 21-023

Towing Business Operations Management Software

Release Date:	01/14/2021
Pre-Proposal Meeting:	02/04/2021
Questions Due to the City:	02/17/2021
Posting of the Q & A:	02/25/2021
Due Date:	03/11/2021

City Contact: Michelle King Buyer, II 562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2016 0919



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ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G BUSINESS REQUIREMENTS
- H TOWING OPERATION VEHICLE REPORT OVERLAY FUNCTIONALITY
- I TOWING SOFTWARE MINIMUM REPORTABLE INDIVIDUAL DATA FIELDS
- J CITY OF LONG BEACH LIEN SALE FORMS
- K EQUAL BENEFITS ORDINANCE



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1. OVERVIEW OF PROJECT

The City of Long Beach, Fleet Services, Towing and Lien Sales Division is seeking proposals for a mature, well-tested towing management software system that has previously been deployed to other government based, municipal towing operations.

The proposed software shall be comprehensive in scope to provide a towing operation management system that will provide towing, financial management, lien sales and vehicle scrapping software suite.

The proposed software system shall have been tailored for use by municipalities, whose customer base is entirely internal based.

The goal of the proposed software system shall be to provide automation of processes where practicable and provide a paperless, internet browser-based system to effectively manage a municipal, full-service towing operation.



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2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Vendor	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
CLB Department / Division	City of Long Beach City of Long Beach, Department of Financial Management, Fleet Services Division.
DOT Evaluation Committee	Department of Transportation An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Vendor.
LBPD May	Long Beach Police Department Indicates something that is not mandatory but permissible.
PDF PIN RFP	Portable Document Format Personal Identification Number Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Vendor fails to provide recommended information, the City may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the vendor who will provide services identified in this RFP.
SMS Vendor	Short Message Service. Texting from a mobile device Organization/individual submitting a proposal in response to this RFP.
VIN	Vehicle Identification Number



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3. SCOPE OF PROJECT

The City of Long Beach Fleet Services Bureau, Towing and Lien Sales Division, is seeking a municipally based, towing and financial management software system to coordinate the six facets of the city's towing operation, Dispatch, Tow Operator Management, Lot Management, Vehicle Release and Vehicle Lien Sales with E-Commerce incorporated.

The proposed software solution shall include all software and hardware components that will comprise a complete software/hardware solution and conform to this RFP. The proposed software solution shall include the cost of the actual application and all associated hardware, software, and services required to implement the complete solution.

The software shall provide an electronic cash register system with the functionality throughout the relevant modules of the software to allow for the choice of a printed paper or email customer invoice.

The software shall provide a comprehensive cash handling, reconciliation and accounting system with auditing principles incorporated into the program.

The software shall provide a seamless integration over all appropriate software modules into the city's iNovah, central cashiering system for all revenue transactions generated by the software.

The software will have the adaptability to configure and export vehicle records and financial data, with selectable impound and lien sales data export into CSV and other required city designated file formats

The proposed system shall also have a built-in and schedulable canned reporting capability. To include report generation of key performance indicator reports as defined by the city.

The software shall capture and log any edited field changes through the software and will record those changes for exportation or printing edit reports for this activity.

The system shall be configurable to report chosen impound inventory data fields to the public, via a browser-based query, with a secured internet connection. Further system requirements are contained within this Request for Proposal.

Currently the towing division is using the XYLIXYS, Tow Administrator software. This is a SQL based software system. For archival retrieval purposes, the current Tow Administrator database will be converted, imported, or uploaded by the successful vendor into the new software database system.



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4. **SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 11:00 AM PST on 2/17/2021. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

4.2 **RFP Timeline (times indicated are Pacific Time)**

TASK	DATE/TIME
Optional Pre-Proposal meeting	February 4, 2021 @ 9:00 AM PST
Deadline for submitting question	February 17, 2021 by 11:00 AM PST
Answers to all questions submitted available	February 25, 2021 by 11:00 AM PST
Deadline for submission of proposal	March 11, 2021 by 11:00 AM PST
Evaluation period	March 2021
Selection of Vendor	April 2021

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

4.2.1 **Optional Pre-Proposal Meeting**

A pre-proposal meeting is scheduled for February 4, 2021 at 9:00-10:00 AM PST hosted by WebEx. The purpose of this conference is to provide answers to questions regarding the RFP document. It is recommended that proposers have access to view the RFP document during this meeting as copies will not be available.

Join from the meeting link

<https://longbeachcity.webex.com/longbeachcity/j.php?MTID=maf2be3a2dbfe0c0a71aeee84e0489c29>



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Join by meeting number

Meeting number (access code): 146 476 0033

Meeting password: uFRMByrV369

Tap to join from a mobile device (attendees only)

+1-213-306-3065,1464760033## United States Toll (Los Angeles)

Join by phone

+1-213-306-3065 United States Toll (Los Angeles)

Global call-in numbers

Join from a video system or application

Dial 1464760033@longbeachcity.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

RSVPs are not required, but helpful in determining the required City staff needed to assist at the conference. Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-proposal conference.

4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 Proposals must be received by 11:00 AM (PST) on March 11, 2021. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.



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- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the vendor. Vendors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. **THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.



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5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective vendors.
- 5.5 Selected vendor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another vendor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a



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protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated vendor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.



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7. PROJECT SPECIFICATIONS

Refer to Attachment D

8. WARRANTY/MAINTENANCE AND SERVICE

Please specify in detail the following:

- 7-1. The length and terms of the warranty/maintenance and service provided with each software/hardware product.
- 7-2. For each software/hardware product, vendors must specify if subcontractors will perform warranty/maintenance/service, location(s) where warranty / maintenance / service will be performed, along with contact name and phone number for each location.

9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Vendor Information

Vendors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state vendor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- Company background/history and why vendor is qualified to provide the services described in this RFP.
- Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
 - a) Financial Statement or Annual Report;
 - b) Business tax return;
 - c) Statement of income and related earnings;



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The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", vendor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the vendor as primary vendor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.3 References

Vendors should provide a minimum of five (5) references from similar software and hardware provisions that were provided to state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Software and hardware description supplied;
- Project dates (starting and ending);



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- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.

10. COST

- 10.1 Vendors must provide detailed fixed prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services indicated herein. Clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.
- 10.2 Vendors must submit a number of hours of service to be provided for each year of software maintenance, an hourly cost for services and a total fixed-price for the project budget.
- 10.3 Please provide the following costs:
- Implementation Cost (one time)
 - Data conversion fees (one time)
 - Annual license fees (ongoing)
 - Maintenance fees (ongoing)
 - Customization fees (ongoing)
 - Interface to existing systems (one time)
 - Hardware to support a two-way handheld or in truck tow operator solution with global tracking (one time and ongoing)
 - Training options and fees (ongoing)
 - Hosted versus non-hosted solution (one time and ongoing)
 - Purchase or licensing fees (one time)
 - Technical support options and fees (ongoing)
 - Out-of-pocket expenses (provide description and cost of each anticipated item)
 - Other costs (provide description and cost of each item).



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11. BONDS – N/A

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

- 12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Vendor's Records – The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act – The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as



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supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

- 12.7 Copyright – The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a vendor purchases ownership with grant support.” The Awarded Vendor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit vendors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent vendors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and vendors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).



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- 12.13 National Preservation Acts – The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights – The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs



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Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be a one-time purchase.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract



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language. The omission of these documents may render a proposal non-responsive.

- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other vendor, vendor or prospective vendor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each vendor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the vendor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that



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the subcontractor has read and will agree to abide by the awarded vendor's obligations.

- 13.17 The awarded vendor will be the sole point of contract responsibility. The City will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded vendor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 13.20 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the vendor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded



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vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 13.24 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

All work performed in connection with on-site software implementation shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Vendor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) vendor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's vendor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by vendor, its officers, employees,



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agents, subcontractors, or anyone under vendor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to vendor's duty to indemnify, vendor shall have a separate and wholly independent duty to defend Indemnified Parties at vendor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of vendor shall be required for the duty to defend to arise. City shall notify vendor of any Claim, shall tender the defense of the Claim to vendor, and shall assist vendor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, vendor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the vendor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as vendor.

The provisions of this Section shall survive the expiration or termination of this Contract.

Vendor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

In all bid specifications, contracts and subcontracts for any such Public Work, vendor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the vendor to pay not less than the said prevailing rate of wages to all workers employed by the vendor in the execution of this contract. The vendor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."



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Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



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Attachment B

PRO-FORMA AGREEMENT

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[Insurance requirements may also change; contact Risk Management.]

SAMPLE
PRO FORMA AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of _____,
for reference purposes only, pursuant to a minute order adopted by the City Council of the
City of Long Beach at its meeting on _____, 20__, by and between
_____, a _____ corporation/limited liability
company etc. ("Consultant"), with a place of business at _____,
and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be
performed in connection with _____ ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's
administrative procedures and City has determined that Consultant and its employees are
qualified, licensed, if so required, and experienced in performing these specialized
services; and

WHEREAS, City desires to have Consultant perform these specialized
services, and Consultant is willing and able to do so on the terms and conditions in this
Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and
conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly
described in Exhibit "A", attached to this Agreement and incorporated by this
reference, in accordance with the standards of the profession, and City shall pay for
these services in the manner described below, not to exceed _____ Dollars
(\$ _____), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one
fiscal year shall be contingent upon the City Council of the City appropriating the
necessary funds for such payment by the City in each fiscal year during the term of

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

1 this Agreement. For the purposes of this Section, a fiscal year commences on
2 October 1 of the year and continues through September 30 of the following year. In
3 the event that the City Council of the City fails to appropriate the necessary funds
4 for any fiscal year, then, and in that event, the Agreement will terminate at no
5 additional cost or obligation to the City.

6 C. Consultant may select the time and place of performance for
7 these services; provided, however, that access to City documents, records and the
8 like, if needed by Consultant, shall be available only during City's normal business
9 hours and provided that milestones for performance, if any, are met.

10 D. Consultant has requested to receive regular payments. City
11 shall pay Consultant in due course of payments following receipt from Consultant
12 and approval by City of invoices showing the services or task performed, the time
13 expended (if billing is hourly), and the name of the Project. Consultant shall certify
14 on the invoices that Consultant has performed the services in full conformance with
15 this Agreement and is entitled to receive payment. Each invoice shall be
16 accompanied by a progress report indicating the progress to date of services
17 performed and covered by the invoice, including a brief statement of any Project
18 problems and potential causes of delay in performance, and listing those services
19 that are projected for performance by Consultant during the next invoice cycle.
20 Where billing is done and payment is made on an hourly basis, the parties
21 acknowledge that this arrangement is either customary practice for Consultant's
22 profession, industry or business, or is necessary to satisfy audit and legal
23 requirements which may arise due to the fact that City is a municipality.

24 E. Consultant represents that Consultant has obtained all
25 necessary information on conditions and circumstances that may affect its
26 performance and has conducted site visits, if necessary.

27 F. CAUTION: Consultant shall not begin work until this
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on
3 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner
4 terminated as provided in this Agreement, or unless the services or the Project is
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

7 A. Consultant shall coordinate its performance with City's
8 representative, if any, named in Exhibit "C", attached to this Agreement and
9 incorporated by this reference. Consultant shall advise and inform City's
10 representative of the work in progress on the Project in sufficient detail so as to
11 assist City's representative in making presentations and in holding meetings on the
12 Project. City shall furnish to Consultant information or materials, if any, described
13 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
14 shall perform any other tasks described in the Exhibit.

15 B. The parties acknowledge that a substantial inducement to City
16 for entering this Agreement was and is the reputation and skill of Consultant's key
17 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
18 reference. City shall have the right to approve any person proposed by Consultant
19 to replace that key employee.

20 4. INDEPENDENT CONTRACTOR. In performing its services,
21 Consultant is and shall act as an independent contractor and not an employee,
22 representative or agent of City. Consultant shall have control of Consultant's work and the
23 manner in which it is performed. Consultant shall be free to contract for similar services to
24 be performed for others during this Agreement; provided, however, that Consultant acts in
25 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
26 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
27 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
28 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of

1 the usual and customary rights, benefits or privileges of City employees. Consultant
 2 expressly warrants that neither Consultant nor any of Consultant's employees or agents
 3 shall represent themselves to be employees or agents of City.

4 5. INSURANCE.

5 A. As a condition precedent to the effectiveness of this
 6 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
 7 duration of this Agreement, from insurance companies that are admitted to write
 8 insurance in California and have ratings of or equivalent to A:V by A.M. Best
 9 Company or from authorized non-admitted insurance companies subject to Section
 10 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
 11 by A.M. Best Company, the following insurance:

12 i. Commercial general liability insurance (equivalent in
 13 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
 14 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
 15 This coverage shall include but not be limited to broad form contractual
 16 liability, cross liability, independent contractors liability, and products and
 17 completed operations liability. City, its boards and commissions, and their
 18 officials, employees and agents shall be named as additional insureds by
 19 endorsement (on City's endorsement form or on an endorsement equivalent
 20 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
 21 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
 22 and this insurance shall contain no special limitations on the scope of
 23 protection given to City, its boards and commissions, and their officials,
 24 employees and agents. This policy shall be endorsed to state that the insurer
 25 waives its right of subrogation against City, its boards and commissions, and
 26 their officials, employees and agents.

27 ii. Workers' Compensation insurance as required by the
 28 California Labor Code and employer's liability insurance in an amount not

1 less than \$1,000,000. This policy shall be endorsed to state that the insurer
2 waives its right of subrogation against City, its boards and commissions, and
3 their officials, employees and agents.

4 iii. Professional liability or errors and omissions insurance
5 in an amount not less than \$1,000,000 per claim.

6 iv. Commercial automobile liability insurance (equivalent in
7 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
8 an amount not less than \$500,000 combined single limit per accident.

9 B. Any self-insurance program, self-insured retention, or
10 deductible must be separately approved in writing by City's Risk Manager or
11 designee and shall protect City, its officials, employees and agents in the same
12 manner and to the same extent as they would have been protected had the policy
13 or policies not contained retention or deductible provisions.

14 C. Each insurance policy shall be endorsed to state that coverage
15 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
16 written notice to City, shall be primary and not contributing to any other insurance
17 or self-insurance maintained by City, and shall be endorsed to state that coverage
18 maintained by City shall be excess to and shall not contribute to insurance or self-
19 insurance maintained by Consultant. Consultant shall notify City in writing within
20 five (5) days after any insurance has been voided by the insurer or cancelled by the
21 insured.

22 D. If this coverage is written on a "claims made" basis, it must
23 provide for an extended reporting period of not less than one hundred eighty (180)
24 days, commencing on the date this Agreement expires or is terminated, unless
25 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
26 continuing coverage for a period of not less than three (3) years, commencing on
27 the date this Agreement expires or is terminated.

28 E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in
 2 compliance with this Section unless otherwise agreed in writing by City's Risk
 3 Manager or designee.

4 F. Prior to the start of performance, Consultant shall deliver to City
 5 certificates of insurance and the endorsements for approval as to sufficiency and
 6 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
 7 insurance, furnish to City certificates of insurance and endorsements evidencing
 8 renewal of the insurance. City reserves the right to require complete certified copies
 9 of all policies of Consultant and Consultant's subconsultants and contractors, at any
 10 time. Consultant shall make available to City's Risk Manager or designee all books,
 11 records and other information relating to this insurance, during normal business
 12 hours.

13 G. Any modification or waiver of these insurance requirements
 14 shall only be made with the approval of City's Risk Manager or designee. Not more
 15 frequently than once a year, City's Risk Manager or designee may require that
 16 Consultant, Consultant's subconsultants and contractors change the amount, scope
 17 or types of coverages required in this Section if, in his or her sole opinion, the
 18 amount, scope or types of coverages are not adequate.

19 H. The procuring or existence of insurance shall not be construed
 20 or deemed as a limitation on liability relating to Consultant's performance or as full
 21 performance of or compliance with the indemnification provisions of this Agreement.

22 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
 23 contemplates the personal services of Consultant and Consultant's employees, and the
 24 parties acknowledge that a substantial inducement to City for entering this Agreement was
 25 and is the professional reputation and competence of Consultant and Consultant's
 26 employees. Consultant shall not assign its rights or delegate its duties under this
 27 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
 28 of City, except that Consultant may with the prior approval of the City Manager of City,

1 assign any moneys due or to become due Consultant under this Agreement. Any
 2 attempted assignment or delegation shall be void, and any assignee or delegate shall
 3 acquire no right or interest by reason of an attempted assignment or delegation.
 4 Furthermore, Consultant shall not subcontract any portion of its performance without the
 5 prior approval of the City Manager or designee, or substitute an approved subconsultant
 6 or contractor without approval prior to the substitution. Nothing stated in this Section shall
 7 prevent Consultant from employing as many employees as Consultant deems necessary
 8 for performance of this Agreement.

9 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
 10 certifies that, at the time Consultant executes this Agreement and for its duration,
 11 Consultant does not and will not perform services for any other client which would create
 12 a conflict, whether monetary or otherwise, as between the interests of City and the interests
 13 of that other client. Consultant further certifies that Consultant does not now have and shall
 14 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
 15 other source of income, interest in real property or investment which would be affected in
 16 any manner or degree by the performance of Consultant's services hereunder. And,
 17 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
 18 and contractors.

19 8. MATERIALS. Consultant shall furnish all labor and supervision,
 20 supplies, materials, tools, machinery, equipment, appliances, transportation and services
 21 necessary to or used in the performance of Consultant's obligations under this Agreement,
 22 except as stated in Exhibit "D".

23 9. OWNERSHIP OF DATA. All materials, information and data
 24 prepared, developed or assembled by Consultant or furnished to Consultant in connection
 25 with this Agreement, including but not limited to documents, estimates, calculations,
 26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
 27 models, reports, summaries, drawings, designs, notes, plans, information, material and
 28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

1 and City shall have the unrestricted right to use and disclose the Data in any manner and
2 for any purpose without payment of further compensation to Consultant. Copies of Data
3 may be retained by Consultant but Consultant warrants that Data shall not be made
4 available to any person or entity for use without the prior approval of City. This warranty
5 shall survive termination of this Agreement for five (5) years.

6 10. TERMINATION. Either party shall have the right to terminate this
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
8 prior written notice to the other party. In the event of termination under this Section, City
9 shall pay Consultant for services satisfactorily performed and costs incurred up to the
10 effective date of termination for which Consultant has not been previously paid. The
11 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
12 date of termination, Consultant shall deliver to City all Data developed or accumulated in
13 the performance of this Agreement, whether in draft or final form, or in process. And,
14 Consultant acknowledges and agrees that City's obligation to make final payment is
15 conditioned on Consultant's delivery of the Data to City.

16 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
17 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
18 performing its services, during the term of this Agreement and for five (5) years following
19 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
20 all information, whether written, oral or visual, obtained by any means whatsoever in the
21 course of performing its services for the same period of time. Consultant shall not disclose
22 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
23 of others except for the purpose of this Agreement.

24 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
25 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
26 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
27 without breach of this Agreement by Consultant; or (c) a third party who has a right to
28 disclose does so to Consultant without restrictions on further disclosure; or (d) must be

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

3 A. Any costs incurred by City due to Consultant's failure to meet
4 the standards required by the scope of work or Consultant's failure to perform fully
5 the tasks described in the scope of work which, in either case, causes City to request
6 that Consultant perform again all or part of the Scope of Work shall be at the sole
7 cost of Consultant and City shall not pay any additional compensation to Consultant
8 for its re-performance.

9 B. If the Project involves construction and the scope of work
10 requires Consultant to prepare plans and specifications with an estimate of the cost
11 of construction, then Consultant may be required to modify the plans and
12 specifications, any construction documents relating to the plans and specifications,
13 and Consultant's estimate, at no cost to City, when the lowest bid for construction
14 received by City exceeds by more than ten percent (10%) Consultant's estimate.
15 This modification shall be submitted in a timely fashion to allow City to receive new
16 bids within four (4) months after the date on which the original plans and
17 specifications were submitted by Consultant.

18 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
19 amended, nor any provision or breach waived, except in writing signed by the parties which
20 expressly refers to this Agreement.

21 15. LAW. This Agreement shall be construed in accordance with the laws
22 of the State of California, and the venue for any legal actions brought by any party with
23 respect to this Agreement shall be the County of Los Angeles, State of California for state
24 actions and the Central District of California for any federal actions. Consultant shall cause
25 all work performed in connection with construction of the Project to be performed in
26 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
27 county or municipal governments or agencies (including, without limitation, all applicable
28 federal and state labor standards, including the prevailing wage provisions of sections 1770

1 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
 2 marshal, health officer, building inspector, or other officer of every governmental agency
 3 now having or hereafter acquiring jurisdiction.

4 16. PREVAILING WAGES.

5 A. Consultant agrees that all public work (as defined in California
 6 Labor Code section 1720) performed pursuant to this Agreement (the "Public
 7 Work"), if any, shall comply with the requirements of California Labor Code sections
 8 1770 *et seq.* City makes no representation or statement that the Project, or any
 9 portion thereof, is or is not a "public work" as defined in California Labor Code
 10 section 1720.

11 B. In all bid specifications, contracts and subcontracts for any
 12 such Public Work, Consultant shall obtain the general prevailing rate of per diem
 13 wages and the general prevailing rate for holiday and overtime work in this locality
 14 for each craft, classification or type of worker needed to perform the Public Work,
 15 and shall include such rates in the bid specifications, contract or subcontract. Such
 16 bid specifications, contract or subcontract must contain the following provision: "It
 17 shall be mandatory for the contractor to pay not less than the said prevailing rate of
 18 wages to all workers employed by the contractor in the execution of this contract.
 19 The contractor expressly agrees to comply with the penalty provisions of California
 20 Labor Code section 1775 and the payroll record keeping requirements of California
 21 Labor Code section 1771."

22 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
 23 constitutes the entire understanding between the parties and supersedes all other
 24 agreements, oral or written, with respect to the subject matter in this Agreement.

25 18. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its
 27 Boards, Commissions, and their officials, employees and agents ("Indemnified
 28 Parties"), from and against any and all liability, claims, demands, damage, loss,

1 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
 2 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
 3 in connection with (1) Consultant's breach or failure to comply with any of its
 4 obligations contained in this Agreement, including any obligations arising from the
 5 Project's compliance with or failure to comply with applicable laws, including all
 6 applicable federal and state labor requirements including, without limitation, the
 7 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
 8 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
 9 employees, agents, subcontractors, or anyone under Consultant's control, in the
 10 performance of work or services under this Agreement (collectively "Claims" or
 11 individually "Claim").

12 B. In addition to Consultant's duty to indemnify, Consultant shall
 13 have a separate and wholly independent duty to defend Indemnified Parties at
 14 Consultant's expense by legal counsel approved by City, from and against all
 15 Claims, and shall continue this defense until the Claims are resolved, whether by
 16 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
 17 breach, or the like on the part of Consultant shall be required for the duty to defend
 18 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
 19 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
 20 in the defense.

21 C. If a court of competent jurisdiction determines that a Claim was
 22 caused by the sole negligence or willful misconduct of Indemnified Parties,
 23 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
 24 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
 25 percentage of willful misconduct attributed by the court to the Indemnified Parties.

26 D. The provisions of this Section shall survive the expiration or
 27 termination of this Agreement.

28 19. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 20. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject
4 to applicable rules and regulations, Consultant shall not discriminate against any
5 employee or applicant for employment because of race, religion, national origin,
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
7 disability. Consultant shall ensure that applicants are employed, and that
8 employees are treated during their employment, without regard to these bases.
9 These actions shall include, but not be limited to, the following: employment,
10 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
11 termination; rates of pay or other forms of compensation; and selection for training,
12 including apprenticeship.

13 B. It is the policy of City to encourage the participation of
14 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
15 procurement process, and Consultant agrees to use its best efforts to carry out this
16 policy in its use of subconsultants and contractors to the fullest extent consistent
17 with the efficient performance of this Agreement. Consultant may rely on written
18 representations by subconsultants and contractors regarding their status.
19 Consultant shall report to City in May and in December or, in the case of short-term
20 agreements, prior to invoicing for final payment, the names of all subconsultants
21 and contractors hired by Consultant for this Project and information on whether or
22 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
23 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

24 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
25 accordance with the provisions of the Ordinance, this Agreement is subject to the
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The
 2 Consultant agrees to post the following statement in conspicuous places at its place
 3 of business available to employees and applicants for employment:

4 “During the performance of a contract with the City of Long Beach, the
 5 Consultant will provide equal benefits to employees with spouses and its
 6 employees with domestic partners. Additional information about the City of
 7 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
 8 Long Beach Business Services Division at 562-570-6200.”

9 B. The failure of the Consultant to comply with the EBO will be
 10 deemed to be a material breach of the Agreement by the City.

11 C. If the Consultant fails to comply with the EBO, the City may
 12 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
 13 to become due under the Agreement may be retained by the City. The City may
 14 also pursue any and all other remedies at law or in equity for any breach.

15 D. Failure to comply with the EBO may be used as evidence
 16 against the Consultant in actions taken pursuant to the provisions of Long Beach
 17 Municipal Code 2.93 et seq., Contractor Responsibility.

18 E. If the City determines that the Consultant has set up or used its
 19 contracting entity for the purpose of evading the intent of the EBO, the City may
 20 terminate the Agreement on behalf of the City. Violation of this provision may be
 21 used as evidence against the Consultant in actions taken pursuant to the provisions
 22 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

23 22. NOTICES. Any notice or approval required by this Agreement shall
 24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
 25 postage prepaid, addressed to Consultant at the address first stated above, and to City at
 26 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
 27 to the City Engineer at the same address. Notice of change of address shall be given in
 28 the same manner as stated for other notices. Notice shall be deemed given on the date

1 deposited in the mail or on the date personal delivery is made, whichever occurs first.

2 23. COPYRIGHTS AND PATENT RIGHTS.

3 A. Consultant shall place the following copyright protection on all
4 Data: © City of Long Beach, California ____, inserting the appropriate year.

5 B. City reserves the exclusive right to seek and obtain a patent or
6 copyright registration on any Data or other result arising from Consultant's
7 performance of this Agreement. By executing this Agreement, Consultant assigns
8 any ownership interest Consultant may have in the Data to City.

9 C. Consultant warrants that the Data does not violate or infringe
10 any patent, copyright, trade secret or other proprietary right of any other party.
11 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
12 and employees harmless from any and all claims, demands, damages, loss, liability,
13 causes of action, costs or expenses (including reasonable attorney's fees) whether
14 or not reduced to judgment, arising from any breach or alleged breach of this
15 warranty.

16 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

17 that Consultant has not employed or retained any entity or person to solicit or obtain this
18 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
19 commission or other monies based on or from the award of this Agreement. If Consultant
20 breaches this warranty, City shall have the right to terminate this Agreement immediately
21 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
22 due under this Agreement or otherwise recover the full amount of the fee, commission or
23 other monies.

24 25. WAIVER. The acceptance of any services or the payment of any
25 money by City shall not operate as a waiver of any provision of this Agreement or of any
26 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
27 Agreement shall not constitute a waiver of any other or subsequent breach of this
28 Agreement.

1 26. CONTINUATION. Termination or expiration of this Agreement shall
2 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
3 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

4 27. TAX REPORTING. As required by federal and state law, City is
5 obligated to and will report the payment of compensation to Consultant on Form 1099-
6 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
7 resulting from payments under this Agreement. Consultant shall submit Consultant's
8 Employer Identification Number (EIN), or Consultant's Social Security Number if
9 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
10 Financial Management. Consultant acknowledges and agrees that City has no obligation
11 to pay Consultant until Consultant provides one of these numbers.

12 28. ADVERTISING. Consultant shall not use the name of City, its officials
13 or employees in any advertising or solicitation for business or as a reference, without the
14 prior approval of the City Manager or designee.

15 29. AUDIT. City shall have the right at all reasonable times during the
16 term of this Agreement and for a period of five (5) years after termination or expiration of
17 this Agreement to examine, audit, inspect, review, extract information from and copy all
18 books, records, accounts and other documents of Consultant relating to this Agreement.

19 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
20 designed to or entered for the purpose of creating any benefit or right for any person or
21 entity of any kind that is not a party to this Agreement.

22 IN WITNESS WHEREOF, the parties have caused this document to be duly
23 executed with all formalities required by law as of the date first stated above.

(NAME OF CONSULTANT)

24 _____, 20__

By _____

25 _____

Name _____

26 _____

Title _____

27 _____, 20__

By _____

28 _____

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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Name _____

Title _____

“Consultant”

CITY OF LONG BEACH, a municipal corporation

_____, 20__

By _____

City Manager

“City”

This Agreement is approved as to form on _____, 20__.

CHARLES PARKIN, City Attorney

By _____

Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized signature and date

Print Name & Title



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

 Business/Contractor/Agency

 Name of Authorized Representative

 Title of Authorized Representative

 Signature of Authorized Representative

 Date

r20141001



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective vendors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
 Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
 [] [] [] - [] [] [] - [] [] [] []

or
 Employer identification number
 [] [] [] [] - [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Attachment F

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.kepler.sos.ca.gov/

The screenshot shows a web browser window with the URL <http://kepler.sos.ca.gov/>. The page is the 'Business Search' section of the California Secretary of State's website. The header features the California Secretary of State Alex Padilla's name and the slogan 'All people Liberty Conscience'. The main content area is titled 'Business Search' and contains the following text:

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

Corporation Name Limited Liability Company/Limited Partnership Name Entity Number

Entity Name or Number:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Attachment G Business Requirements

Please address how your software solution meets the business requirements for the Towing Business Operation and Management Software system. The following is a list of guidelines for responding to this section.

1. Responses to the questions shall be as they pertain to the proposed version of the product or system that is in production use in an environment that is comparable to the City of Long Beach (CLB) as of the proposal due date.
2. Place an "X" in the most appropriate column; there can be only one answer per question. You may also place an "X" in the "REF" column if you would like to explain your answer as explained in the "Response Definitions" section. Any unanswered questions will be considered a "D" for evaluation purposes.
3. The columns for your response represent the possible responses that the submitter can make for each requirement. Submitters are to indicate the proper response code in the space provided to the right priority code.

Question	Definition
A	This requirement currently exists in the proposed version of the product that is in production use in an environment that is comparable to CLB and can be demonstrated.
B	This requirement will be available for production use prior to unit testing at CLB and will be incorporated at no additional charge as part of the baseline product.
C	This requirement is not currently available, but can be provided as an enhancement to the baseline product or as a modification.
D	This requirement is not included in the proposal.
REF	The submitter is to provide an explanation for each functional requirement that submitter feels has restrictions, limitations or needs clarification. Further, the submitter is to provide a brief explanation of each enhancement or modification and reference the item number. Please feel free to use separate sheets for explanations and simply indicate on the "REF" line a Reference Item Number corresponding to the item on your additional sheet(s) so that it can be easily found during scoring.



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Purchasing Division
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Long Beach, CA 90802

Priority Definition:

Each requirement is assigned a priority to determine importance.

Priority	Definition
3	CLB cannot fully accomplish its business objectives without this feature.
2	Including this feature will provide significant benefits to CLB in accomplishing its business objectives in an efficient manner.
1	Including this feature will provide some benefits to CLB in accomplishing its business objectives.

Ref. #	Priority	Software & Integration Requirements	Response				
			A	B	C	D	REF
1.0	3	Software shall be an on premise, browser-based system, with the following fully internally integrated modules: Dispatch Tow Operator Lot Management and Inventory Vehicle Release Lien Sales Scrap Vehicle Tracking					
1.1	3	Software shall comply with the City of Long Beach Language Access Policy to allow users of different cultures to successfully interpret the publicly accessible portions of software data available via the internet					
1.2	3	Software shall allow for, date due tracking of CLB employee licenses and permits; CLB contractor's driver's license information; driver's license endorsements due dates. Software shall provide a report on CLB and contractor upcoming and past due driver's license renewal dates; driver's license endorsements. Required data fields for reports can be located in Attachment J, Employee/Contractor Driver's License Reporting Fields					



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Ref. #	Priority	Software & Integration Requirements	Response				
			A	B	C	D	REF
1.3	3	Software shall allow for the renewal tracking of CLB towing contractors, LBPD Towing Permit ID and provide a report on any upcoming and past due renewal dates.					
1.4	3	Software shall track CLB towing vehicle asset information and provide a report on registration renewal dates and scheduled disposal dates. Included fields on vehicle data can be located in Attachment J, City Tow Vehicle Reporting Fields					
1.5	3	Software shall include CLB internal customer department information, to include financial information related to base towing rate and associated towing rate as applicable. Required fields for this section can be found in Attachment J, City Department Information Reporting Fields					
1.6	3	The software shall seamlessly interface with city's iNovah, central cashiering system and be integrated into the vehicle release payment and lien sale payment processes.					
1.7	3	Software shall fully integrate with city's current vehicle tracking system to allow the tracking and movement of CLB towing vehicles.					
1.8	3	Software shall integrate with the city's current vehicle data collection system to record CLB tow operator driving habits, only when any CLB employee is logged onto wireless tablet					
1.9	3	Software shall interface with the city's parking citations database. Prior to vehicle release the software shall return the number of citations and amounts due					
1.10	3	Software shall be compatible with common website applications for reporting data on the internet					
1.11	3	Software will maintain an always-on, database connection to a VIN database provider					
1.12	3	Spelling and grammar checking will be incorporated in the software to identify any editable text comment fields and other user data entered as free text on host software, client software and handheld tablets					



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Ref. #	Priority	Software & Integration Requirements	Response				
			A	B	C	D	REF
1.13	3	Software shall provide the ability to edit existing text in comment areas, with the functionality to edit fields contingent on level-based user access or security profile					
1.14	3	Software will provide a read-only, browser-based query of current dispatch tow call progress for viewing by CLB impounding agencies outside of the towing operations environment					
1.15	3	Software will provide authorized users to custom-tailor and save views on the office-based client software.					
1.16	3	Software shall include a full accounting and reconciliation system that shall seamlessly integrate with the software to transmit payments received to the city's iNovah central cashiering system.					
1.17	3	System shall have the functionality to maintain a constant, real-time interface with the city's iNovah system and provide functionality to adapt to future city needs					
1.18	3	Software shall be fully customizable to allow incorporation of changes to California Vehicle Code or California Civil Code that may affect software operation.					
1.19	3	Pertinent California Vehicle Codes and Civil Codes can be added or edited by level authorized users as those codes change, become obsolete or as the need arises. Once any code has been added and applied to a towing invoice, the code can only be edited. For historical tracking purposes, any code previously used can only be archived but cannot be deleted.					
1.20	3	System will automatically and accurately calculate and charge appropriate vehicle storage days in compliance with applicable California Civil Code or California Vehicle Code as they relate to impound storage days.					
1.21	3	System will automatically calculate and apply any appropriate lien fee(s) to the record for each vehicle					



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Ref. #	Priority	Software & Integration Requirements	Response				
			A	B	C	D	REF
		stored, in compliance with the and California Vehicle Code and California Civil Code					
1.22	3	Software shall provide the ability to configure input forms / data entry user interface screens to include data capture without customization to the entire application, i.e. user defined data entry fields that maintain integrity through product updates.					
1.23	2	Software will allow authorized users to choose sorting options for information displayed in menus, drop down lists, etc.					
1.24	3	Software shall provide functions for data updates and recovery (e.g., nightly backup, restoring data, downloads).					
1.25	3	System shall allow for the archive of records older than three years and also allow for the retrieval of individual archived records					
1.26	3	Software system shall produce a historical data report concerning records (data elements) changed or deleted, and track who made those changes by identifying the changers system log on ID.					
1.27	3	Software shall be configured to allow 60 concurrent users.					
1.28	1	Software shall allow for the interaction with the Long Beach Police Department Computer Aided Dispatch system					
1.29	2	Software should have the capability to integrate with CLB, and others, GIS systems and software.					
1.30	3	Software will provide level authorized users the ability to update impound records.					
1.31	3	Software shall be configured to auto assess basic tow fees to an invoice, only when a vehicle is physically dropped in the impound yard and the towing invoice is then converted to an impound invoice					
1.33	3	Software shall be configured to not assess any fees of any kind to an invoice, nor place any vehicle in inventory when a tow request is cancelled (10-22) or a re-tow is initiated.					
1.32	3	Via level authorization, software shall be configured allow additional fees to be added to an impound invoice after the dispatch invoice has been closed and an impound invoice has been created.					



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Ref. #	Priority	Software & Integration Requirements	Response				
			A	B	C	D	REF
1.34	3	Software shall be configured to allow the functionality to import on a per record basis pictures, video, scanned PDF documents, and other documentation to append a data record.					
1.35	3	System shall be pre-configured with a drop-down selectable list of the most prevalent California Vehicle Codes of Division 4, Division 6 and Division 11 related to the impound and storage of vehicles. This dropdown listing shall be available to all users of tow operator handhelds and dispatchers.					
1.36	3	Software shall allow for the addition of California Vehicle Codes to be manually entered, or if already used, be disabled to be used further. To maintain historical data tracking, any previously entered codes that have been applied to a towing invoice can be archived but cannot be deleted.					
1.37	3	The software, where applicable, shall support and conform to all applicable California Department of Motor Vehicle and California Civil Codes relating to the towing, impound, storage, lien sale and scrapping of stored vehicles.					

Ref. #	Priority	Dispatch	Response				
			A	B	C	D	REF
2.1	3	Unique, paperless, and completely automatic and sequential dispatch invoice numbering system, with automatic creation of Time Call Taken, date and time when creating dispatch invoices.					
2.2	3	Electronic dispatching of a driver/tow vehicle via a wireless connection to the selected operator tablet					
2.3	3	Upon selection to dispatch driver/tow vehicle, software shall autofill the following fields of the Towing Operations Vehicle Report (Reference Attachment H, Towing Operation Vehicle Report Overlay Functionality): Invoice / Call Number (next sequential invoice number); Driver (driver number); Unit (truck number); Acct (requesting agency); Call # / Caller (LBPD call number); RCD (date and time receipt of					



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Ref. #	Priority	Dispatch	Response				
			A	B	C	D	REF
		tow request); Disp. (date and time dispatch was sent to tow operator tablet); Towed From (pick up location address with city or intersection of requested tow)					
2.4	3	Dispatch process system shall provide a method to allow cancelled calls (10-22) and a re-tow of a vehicle to assign an invoice number, create a record of the call, and not create an impound invoice, nor assess any fees nor place that invoice into inventory.					
2.5	3	Dispatch module shall provide the user interface drop down lists where applicable, to aid in the ease of entering field data					
2.6	2	Software shall be configured with dispatch functionality to allow the sending of SMS messages to and from the tow operators handheld tablet or from the tow operators cell phone					
2.7	2	System to include a dispatch invoice comment area with spell check, with the ability to add a minimum of 1,500 characters.					
2.8	2	Allow editing of text fields by level authorized users once the invoice has been converted into an impound record					
2.9	3	Software shall provide a separate ability to create and track internal city tows and re-tows for scrap purposes. Internal tows, such as city vehicle tows; roadside services; special event tow requests, that will be separate of the impound records portion of the software. Both internal tows and re-tows will be assigned an invoice number, but any normal towing fees shall not be assessed to the towing invoice. Nor will any internal towing invoice be converted to inventory					
2.10	3	For completed tows, software shall require completion of all required dispatch data fields and tow driver entry fields prior to creation of an impound invoice					
2.11	3	The software shall warn the dispatcher if they have					



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			A	B	C	D	REF
		not completed all required data entry fields by highlighting Incomplete fields in red. Software shall not allow the dispatcher to complete any dispatch invoice without the complete data entry of all required fields.					
2.12	3	Upon population of towed vehicle data fields, system will interface with CLB parking citation system. A pop-up alert will be added to the towing record of any impounded vehicle that contains unpaid parking citations that are related to the current owner of an impounded vehicle. The release clerk will receive the pop-up window upon initiating vehicle release.					
2.13	3	Software can import the City of Long Beach, Financial Management Fee Schedule for fees related to the Towing Division. Any imported fees can be fully editable by level authorized personnel					

Ref. #	Priority	Tow Operator	Response				
			A	B	C	D	REF
3.1	3	Transportable, wireless handheld tablet with fully functional, towing software client installed. Tablet will have 256-gigabytes of internal memory. Integrated to the display shall be an overlay of City of Long Beach Towing Operations Vehicle Report installed (Attachment H, Towing Operation Vehicle Report Overlay Functionality). Tablet will maintain real time wireless connection to host software system and update the vehicle record as data selections and typed entry is entered on tablet by tow operator.					
3.2	3	Handheld tablet with towing software client software will be used by both city personnel and city towing contractor. Tablet shall have included as identified on Attachment H, Towing Operation Vehicle Report Overlay Functionality ; momentary touch fields with check marks or drop					



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Ref. #	Priority	Tow Operator	Response				
			A	B	C	D	REF
		down selectable lists, touch or stylus typed entry fields and the ability to draw circles via a stylus to identify damage to towed vehicle, Tablet shall have an integrated 12Mp camera					
3.3	3	Photos taken by handheld tablet for the Towing Operation Vehicle Report will be wirelessly transferred to the towed vehicle record of the host software upon completion and impound of vehicle					
3.4	3	The software shall warn the handheld user if they have not completed all required data entry, drop down selections and check marked fields by highlighting Incomplete fields in red. Software shall not allow the completion of any tow invoice without complete data entry of all required fields.					
3.5	3	Handheld tablet shall contain an electronic global location system to allow the dispatch module to track tow operator movement					
3.6	3	Printer peripheral connected to handheld tablet to print out a adherable, weatherproof, QR coded label for application to the windshield of the impounded vehicle.					
3.7	3	QR coded label, when scanned with compatible reader, will return impound record data to the user interface screen of the client software on Lot Management handheld tablet (Reference Lot Management and Inventory)					
3.8	3	QR code will become a permanent part of the impound record and shall reference the impound invoice. QR code shall also be a part of the check and verification for release of an impounded vehicle (reference Vehicle Release & Financial Transactions)					
3.9	2	Electronic log-on, log-off process via client software on wireless tablet, connected to host software, to provide for CLB tow employee or towing contractor to identify the user of tablet by driver number and the tow vehicle number he/she will be using. Ability of dispatcher to electronically reassign driver/truck combinations before next tow operator dispatch.					



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Ref. #	Priority	Tow Operator	Response				
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3.10	3	Installed functionality of wireless handheld tablet to act as vehicle VIN scanner using the internal 12Mp camera. VIN scanner functionality will include the ability to scan all types of bar codes, data matrix and QR codes. In the absence of any VIN barcode type, scanner software shall provide character recognition of a VIN. All returned VIN data will be transferred to appropriate fields of Towing Operations Vehicle Report on wireless handheld tablet					
3.11	3	Wireless and remote collection of tow operator status via handheld tablet (Reference Attachment H, Towing Operation Vehicle Report Overlay Functionality). Momentary touch response, with confirmation message to proceed, of tow operator status (10-8, 10-15, 10-97). Response will auto log to host software, the date and time of each response. Result of host software entry will also update the dispatch status screen with the progress of call.					
3.12	3	When the client software "Hold" field is checked, the software shall be configured to present a pop-up box to enter the officer name and badge number. Result of this entry will write the entered result to the Officer Name and Officer Badge Number fields in the vehicle record.					
3.13	3	Software shall support disconnected mobile computing (data collected and uploaded / synchronized via a wired or wireless connection).					
3.14	3	Software shall support and provide the performance of a daily, pre-operation vehicle inspection as required by the United States Department of Transportation (DOT). Software shall electronically provide the inspection form overlay and electronically record and retain the results of the vehicle inspection procedure by vehicle unit number.					



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Ref. #	Priority	Lot Management and Inventory	Response				
			A	B	C	D	REF
4.1	3	Handheld tablet loaded with a fully functional client software with secure Wi-Fi connection to host software. Handheld tablet will include Installed software to function as a vehicle VIN scanner by using the internal tablet camera. In absence of any QR code sticker on vehicle, handheld tablet shall have VIN scanner functionality with the ability to scan all types of bar codes and data matrix codes. In the absence of a VIN barcode, scanner software shall provide the character recognition of a vehicle VIN. Upon scanning VIN or QR sticker, appropriate impound invoice data will be returned to user interface screen.					
4.2	3	To aid in movement of inventory within impound lot, handheld tablet client software will be level security configured to allow editing only the Lot and Row data in impound records					
4.3	3	Handheld system functionality shall allow users to use search criteria of the current impound inventory, using a variety of query criteria including tow date range; comments; invoice / call number; pick up location; requesting unit; impound reason; department record number;					
4.4	2	Software will provide the functionality to allow the secure external, public internet query access to only current vehicle inventory, by vehicle VIN or vehicle license number					



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Ref. #	Priority	Vehicle Release & Financial Transactions	Response				
			A	B	C	D	REF
5.1	3	Software shall be configured to accept all forms of payment forms currently available					
5.2	3	Software will be configured for cashier to access financial transaction operations via a username and password or PIN					
5.3	3	The software will require the user of a cash drawer function to reconcile any cash drawer when signing in. After processing any financial transactions, the user will be required to balance their cash drawer when signing out. Balance results will be recorded in the software by user ID and a printout supplied to the user after reconciliation					
5.4	3	Software shall be configured to integrate and configure driver's license scanner hardware. Scanner import will populate appropriate fields of the release invoice.					
5.5	3	Software shall be adaptable to city requirements for allowing vehicle record inquiries and payment of fees related to impounds and parking citations via a secured payment process via an internet transaction.					
5.6	3	Upon initiating release of any impounded or lien sold vehicle, the software shall produce a pop-up if that vehicle is on any type of hold. The pop-up shall ask the release clerk; "Is the required signed, supporting documentation in the vehicle record, releasing this vehicle from hold?" The pop will include a check box to confirm that the required release forms are a part of the vehicle impound record prior to release of a vehicle.					
5.7	3	Upon release of any impounded or lien sold vehicle and as an integrated process of the software's financial transaction, the software shall seamlessly transmit all relevant financial data to the city's iNovah, central cashiering system					
5.8	3	Prior to the initiation of an impounded vehicle					



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Ref. #	Priority	Vehicle Release & Financial Transactions	Response				
			A	B	C	D	REF
		release, the software shall assess parking citations applicable to the current owner of an impounded vehicle. Software shall verify citations against current DMV data to verify applicability to owner. When verified, software shall present an option to the cashier to add, or not add applicable parking citations to the vehicle impound invoice. NOTE: this process is not applicable to lien sale or scrap releases.					
5.9	3	During an impound vehicle release, the software will provide a means of assessing a deficiency balance or overage during the release of a vehicle. After supervisor level approval.					
5.10	3	Software will print one release invoice with all financial, impound data and payments received that are related to an impound release. A QR code will be printed on the upper right-hand corner of the invoice for use by Lot Management staff to effect vehicle release from the yard.					
5.11	3	Software will include an electronic connection with a released impound invoice, via a handheld QR reader hardware, for lot management vehicle release attendants to allow software reconciliation of release invoice with received payment of an invoice during release clerk operations.					
5.12	3	Upon the lot personnel escorting owner to impounded vehicle, the QR code affixed to vehicle will be scanned with handheld scanner. Scanner software will electronically verify the matching of invoice QR code to the matching QR code affixed to the vehicle. Upon confirmation of full payment, the system will approve release of the vehicle and annotate the impound record of the date and time of the vehicle release to the customer					
5.13	3	Provide a database system to accurately track the redirection of inventory for internal, requesting public safety agencies to effect in-service training. Provided vehicles will then be a part of the scrap vehicle portion of the lien sales process.					



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Ref. #	Priority	Lien Sales	Response				
			A	B	C	D	REF
6.1	3	Lien Sale software module shall allow for the configuration to accept all forms of payment forms currently available					
6.2		Lien sale module shall provide printing of all forms to comply with City of Long Beach Language Access Policy					
6.3	3	Lien Sale module shall seamlessly integrate with the city's iNovah central cashiering system					
6.4	3	Lien sale module shall integrate with the client handheld lot management hardware all inventory data located in the Lot Management module of the program.					
6.5	3	Lien Sale module shall comply with all requirements of California Civil Code, Liens on Vehicles, Sections 3067 to 3074 and any applicable California Vehicle Codes that pertain to the lien sale of vehicles					
6.6	3	Lien sale module shall auto fill all appropriate data and fields and print all forms pertinent to California Civil Code Sections 3071 to 3072					
6.7	3	Software shall incorporate and keep in a current status, all California Department of Motor Vehicle, Lien Sale forms and auto fill all appropriate data fields on Department of Motor Vehicle and City of Long Beach Lien Sale forms for both motor vehicles and vessels, as required by California Civil Code and California Department of Motor Vehicles					
6.8	3	Software shall be adaptable to allow the choice by the city of a preferred external link vendor to import vehicle data from the California Department of Motor Vehicles into impound vehicle records and then format any imported data to make it compatible to the host software. Imported data fields shall contain the following minimums: <ul style="list-style-type: none"> > Current owner information > registration status of vehicles or vessels 					



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Ref. #	Priority	Lien Sales	Response				
			A	B	C	D	REF
		> suspended registration > historical owners					
6.9	3	Software shall possess a process to generate, collate, print, and certify to USPS standards the Certificate of Mailing for all required lien sale mailing forms					
6.10	3	Software shall allow the printing and correct format of a list of lien sale vehicles for sale that can be imported into the city's website					
6.11	3	Software shall have an internet portal and internal software that will allow for the public viewing of lien sale vehicles for sale, with VIN number references					
6.12	3	Software shall allow for a lien sale selectable day/date configuration that will automatically and correctly process lien sale vehicles appropriately by the assessed value of the vehicle being processed for lien sale.					
6.13	3	Software shall process, track, provide and complete all forms required by lien processor to address California Declaration of Opposition by the vehicle owner					
6.14	3	Software shall provide a process for the city to accept vehicle owner title surrenders and track all vehicles surrendered to the City of Long Beach					
6.15	3	Software shall provide a process to move lien sold, scrapped vehicles records out of the host systems inventory, into a separate Scrap Vehicles Sold database, for the city to await processing and payment by scrap vendor at a later date.					
6.16	3	Scrap vehicles located in the Scrap Vehicles Sold Database shall be released from that database using the same financial transaction process and link to the city's iNovah system as the release of any lien sold vehicle would be.					
6.17	3	Software shall be configured to allow for the use of a handheld tablet, loaded with fully functional client software and a secure Wi-Fi connection to host					



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		software to record the sale price of lien sold vehicles into the vehicle record.					
6.18	3	Upon the lien sale of a vehicle, the “The vehicle was sold for” field(s) and all fields within the “Certificate of Sale” shall be automatically be populated on the California DMV Form REG-168A (Reference Attachment J, City of Long Beach Lien Sale Forms) with data from the lien sale and the completed form written to invoice number in the host software.					
6.19	3	Upon a vehicle title surrender, the software shall auto fill all appropriate data fields on the Impounded Vehicle Title Surrender Receipt as found in Attachment J, City of Long Beach Lien Sale Forms . Software shall provide the client user the option to email or print vehicle title surrender receipt to provide to the vehicle owner surrendering the vehicle.					
6.20	3	Software will provide a separate means of assessing a deficiency balance or overage during the release process of lien sold vehicles.					
6.21	3	Software shall provide the option to track impound vehicle deficiency balances for export to a compatible data format for transfer the city’s financial collections unit against the correct vehicle owner at the time of impound into the city’s possession					
6.22	3	Software shall provide a separate means, within the lien sales module, of saving permanent bidder customer data for use in populating appropriate fields of California Department of Motor Vehicle and City of Long Beach lien sale receipt of sale forms. Fillable form fields can be located in Attachment J, City of Long Beach Lien Sale Forms, Permanent Bidder Number Application					



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Ref. #	Priority	Reporting Requirements (Standard & Ad Hoc)	Response				
			A	B	C	D	REF
7.1	3	Software shall be configured with canned, Key Performance Indicator (KPI) reports with KPI report criteria defined by the city					
7.2	3	Software shall provide, per invoice number, detailed financial reporting exported to city compatible data formatting. The report shall include all itemized financial transactions related to any released or lien sold transactions. Software shall total the report and show a balance or out of balance condition.					
7.3	3	Software shall provide, per invoice number, payment type financial reporting that will be exported to a format compatible for import into the city's iNovah central cashiering system. Data shall be organized by payment type received and sub totaled by payment type for all financial transactions.					
7.4	3	Software will provide a method of automatically providing the periodic scheduling of reports by date range, monthly, quarterly, or yearly of all canned reports					
7.5	3	Ability to generate reports using Crystal Reports or comparable third-party reporting tool.					
7.6	3	Software shall include the minimum standard reporting data fields for export (Reference Attachment J, Towing Software Minimum, Exportable Data Fields)					
7.7	3	Where applicable, all exported reports shall break out the data into separate columns: Reference Attachment J, Towing Software Minimum, Exportable Data Fields)					
7.8	2	Software shall allow, on user interface screen, level sorting of all reportable data fields returned to the user					



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Ref. #	Priority	Reporting Requirements (Standard & Ad Hoc)	Response				
			A	B	C	D	REF
7.9	3	Users can define report data generation by using drop-down data fields within the module type being queried, such as Dispatch; Lot Management or lien sales and report to both internal reporting and by export using a 3 rd party tool such as Crystal Reports.					
7.10	3	Includes a selectable data dictionary that defines available data field descriptions and data formats.					
7.11	2	The reporting tool can report from a user-defined environment (e.g., test, production, training, etc.).					
7.12	2	Allows the user to direct report output to the screen, a printer, CSV, XLS, PDF or document management system.					
7.13	3	Users can define parameters related to impound invoice data (e.g., date ranges, customer types, Tow Types) to be utilized for ad hoc reports.					
7.14	3	Provides standard parameter-driven reports which can be modified and saved as new reports.					
7.15	3	Export and report of DOT related vehicle inspection reports export of city vehicles.					
7.16	3	Print-screen capabilities are available throughout the System.					
7.17	3	In compliance with California Vehicle Code, or California Civil Code, the software shall be configured to identify and produce a report on vehicles in inventory that have been placed on Indefinite Hold. Data export will include all data fields available from the impound record. At a minimum, the software will report on the number of storage days, the current balance due and the name of the LBPD officer that placed the vehicle on indefinite hold.					
7.18	2	In compliance with California Vehicle Code, or California Civil Code, the software shall be configured to identify and produce a report on Declaration of Opposition vehicles in inventory.					



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Ref. #	Priority	Reporting Requirements (Standard & Ad Hoc)	Response				
			A	B	C	D	REF
		Data export will include all data fields available from the impound record. At a minimum, the software will report on the number of storage days and current balance due					
7.19	2	Software can export data as a flat file in standard formats (e.g. csf., .txt, etc.).					
7.20	3	Software can export data by records by impound number, date or user ID.					
7.21	3	Software shall export CLB employee and contract driver's license information and renewal dates of driver's license and any endorsements.					
7.22	3	Software shall report on the renewal of CLB towing contractors LBPD Towing Permit ID and report on upcoming and past due renewal dates.					
7.23	3	Software shall provide selectable reports on all functions of vehicle record lien sale status					
7.24	3	Software shall provide a report listing of all lien sale vehicles for sale by calendar date					

Ref. #	Priority	Security Requirements	Response				
			A	B	C	D	REF
8.1	3	<p>Software system shall establish security for users by user level. At a minimum, user levels will be identified as:</p> <p>Software Developer – Upon written request by the City of Long Beach, all rights to edit, modify or change records and modify financial data. All rights to modify or update host software</p> <p>Administrator – Software updates, record editing rights of all non-financial data.</p> <p>Manager - Record editing rights of data fields and financial data. Financial data changes can be made with approval of Administrator level, via</p>					



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Ref. #	Priority	Security Requirements	Response				
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		<p>a pop-up box requiring Administrator user ID and password or PIN Approval rights for Manager level financial changes.</p> <p>Supervisor – Edit all non-financial fields of impound records. Financial data error correction can be made with approval of Manager level, via a pop-up box requiring Administrator or Manager user ID and password or PIN</p> <p>GSA-III – Post invoice creation rights to edit text fields and drop-down selections of vehicle records</p> <p>Clerk – All financial rights available for vehicle release and lien sale revenue collection. No editing of any record fields.</p> <p>Dispatch – Edit text fields and drop-down fields related to dispatch functions</p> <p>Tow Operator - Edit text fields related to handheld tablet functions</p> <p>Lot Inventory – Edit Lot and Row fields of vehicle records</p>					
8.2	3	Software shall be configured to allow both Administrator and Manager remote access to host software to perform all rights afforded to their security level. Remote access shall also afford both security levels the ability to approve pop-up boxes generated from financial changes initiated at the Supervision level.					
8.3	3	Software shall be configured to allow software access via a user logon ID and a secure level password or PIN number					
8.4	3	Software shall support an in the field, host system logon of tow vehicle operators by entering the					



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Ref. #	Priority	Security Requirements	Response				
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		driver number, password or PIN and towing unit number.					
8.5	3	Software shall allow System Administrators to define system security access by module at a finite level by user ID					
8.6	3	Software shall be configured to require user's password to be changed at 120-day intervals.					
8.7	3	Software shall be configured to restrict users from using the same password for a period of 365 days					
8.8	3	Software shall be configured with the ability for the system administrator to dictate the automatic log-off time span of all users when the software detects inactivity of a workstation. In all cases, the maximum time allowed for inactivity shall not exceed 30-minutes.					
8.9	3	Software shall be configured at 2-hour intervals with a pop-up, when a Clerk's station is in an inactive state, to initiate the Clerk to perform a safe drop.					
8.10	3	Software will be configured to allow Administrator or Manager security level access to change the access rights of individual users within any module: Dispatch; Tow Operators; Lot Management; Vehicle Release; Lien Sales, Scrap Vehicles using click boxes relating to individual field editing of non-financial data					
8.11	3	A single user can be assigned by the Supervisor level and above to multiple user groups at the same time.					
8.12	3	Software shall provide standard industry encryption of wireless and other data streams.					
8.13	3	Software shall Support single sign-on (Active Directory) of non-tow vehicle operating personnel.					
8.14	3	Administrator can define user group and individual					



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Ref. #	Priority	Security Requirements	Response				
			A	B	C	D	REF
		security throughout the system to include entire programs, input screens, data fields, processes, and views.					
8.15	3	System will prohibit all but the software developer the ability to edit any date and time fields for any completed tow invoices created					
8.16	3	System shall be customizable by the System Administrator to only allow two instances of the client software to run at the same time, using the same user log-on ID.					



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Ref. #	Priority	Customer Support and Training	Response				
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9.1	1	Software provider shall offer 24-hour toll free customer support. Customer support shall be answered by a live person, located within the continental United States, 24-hours a day, 365 days per year					
9.2	3	Software provider shall offer web-based customer support through use of WebEx or similar provider.					
9.3	2	Software provider shall offer web-based training modules.					
9.4	2	Software provider will Include a written, detailed, step-by-step user manual, with graphics, in printed and pdf format.					
9.5	3	Software provider shall provide a written, printed and PDF explanation of the detailed changes made when software updates are embodied					
9.7	3	Software provider shall schedule on-site training a minimum of two-weeks before the go-live date of the software or implemented major upgrades.					
9.7	3	Software provider shall provide a test software, hardware and database environment that will provide the same software and hardware functionality and experience that the user will have on the go-live date of the software/hardware system.					
9.6	2	Software provider will have periodic webinars for educating clients on various topics related to the software and when periodic software and hardware changes are made.					
9.8	1	Software provider shall provide schedules for free regional user training on a periodic basis.					
9.9	3	Software system shall provide specific help-based pop-up when pressing the F1 key. The result shall be related to the function the user was performing at that time. Help query search boxes shall also be available if the appropriate help return is not applicable.					



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Ref. #	Priority	Customer Support and Training	Response				
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9.10	3	Software system shall provide specific help for any error messages displayed to the user.					

RESPONSE DEFINITIONS:



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Attachment H

Towing Operation Vehicle Report Overlay Functionality

Creation of a towing invoice would be accomplished by two means, the auto generation and insertion of that data into invoice fields when the dispatcher initiates a tow request and makes appropriate selections.

Additional data and appropriate charges to a towing invoice would also be compiled from the use in the field of a mobile handheld tablet used by a tow operator.

The tablet, with a stylus, would be equipped with an overlay of the Towing Operations Vehicle Report. The tow operator would use this system to enter data, make checkmark selections and circle existing towed vehicle damage on page two of the form.

Explanations of the Highlighted Area of the Towing Operations Form

Data fields to be automatically completed by the software

- Sequential towing invoice number at initiation of a tow request by the dispatcher
- Date that the invoice was created

■ Dispatch Section of the towing form

The towing software will auto fill the following areas of the electronic form via the dispatch screen selections made by the dispatcher at the time of a tow request:

- Driver: via employee listing in the software
- Unit: Tow vehicle via associated driver ID at logon
- Acct: Internal customer that is requesting the tow
- Call# / Caller: LBPD call number
- Towed From: Requested location of the tow

Tow Operator Remote Tablet Processes

■ Tow Operator Fillable Area of the form

These areas of the form are text editable areas of the form that the tow operator must type information in.

■ Tow Operator entry from LBPD Vehicle Report

These areas of the form are text editable areas of the form that the tow operator must type information in to transfer data from the LBPD Vehicle Report.



City of Long Beach
Purchasing Division
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Check box selectable areas form areas

These areas of the form are check boxes that the tow operator must select to identify vehicle conditions and types of towing transfer data from the LBPD Vehicle Report.

Check boxes in the Fees Section: any check box selections in this area will automatically generate an entry on the server towing invoice that will add a financial line item cost.

Fields that will auto filled via a VIN scanner or character recognition

The area of the overlay that will be auto filled by the towing software would be the VIN information, via a scanner with an associated data link, a VIN character recognition with an associated data link, or typed VIN by the Tow Operator if either of the previous options are not successful.

Mileage area: Data in this area of the towing invoice will be populated via the odometer reading from the fleet services vehicle monitoring system in the following manner:

Start – will be tied to the selection of the dispatcher to assign the tow to an employee

End - will be tied to the tow operator selection of 10-8

Total – will be the mathematical calculation of the **Start** and **End** odometer reading



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- Dispatch area of form
- Tow Operator fillable area of form
- Tow Operator, entry from PD-180

Areas of towing invoice that will be tied to and populated by selections initiated by a dispatch action: **Driver; Unit; Acct; Call# / Caller;**

Invoice number area of form will be auto filled by software

Date fields will be auto-filled by software

Tow Status 10-97; 8; 15
 Tow Operator 10-8
 Tap selectable with auto recorded time/date.

TOWING OPERATIONS VEHICLE REPORT

DRIVER		UNIT		ACCT.		CALL# / CALLER	
RCD		DISP.		TOWED FROM:			
10-97		10-15					
10-8		VALUE: -500 +501 +4001					
DR #	YEAR	MAKE	MODEL	COLOR			
STATE	LIC#	MONTH	YEAR	PLATES F R	TEMP REG? Y N		
V.I.N.# Populated via scanner or character recognition, with the option					D.O.T. MATCH? Y N UNK		
ODOMETER		CONDITION: P F G		TOW METHOD: F B FLTBD WL SLING UNDERLIFT DRIVEN			
REASON FOR TOW - CVC		TOWED TO:					
CIRCLE IF "YES" <input type="checkbox"/>							
STORIED	LOT	ROW	KEYS? Y N	PROPERTY? Y N			
IMPOUND			RADIO	UNLOCKED?	LOCKS ?		
30-DAY							
HOLD							
PRINTS	DRIVEABLE?	TR PIN	WINDOWS UP?	WHEELS			
VIN CHECK	Y N UNK						
FEES: CIRCLE IF YES		BILLING REMARKS:					
BASIC TOW	GO JACKS	MILEAGE: <input type="checkbox"/>					
WC / TOW	DOLLIES	END <input type="checkbox"/>					
DIFFRMVL	CLEAN UP	START <input type="checkbox"/>					
HVY RATE	HAZ MAT	TOTAL <input type="checkbox"/>					
ROLLOVER	DROP FEE						
LABOR	FLTBD REQ						
DRIVESHAFT	MILEAGE						

Fees: area will be checkable for each operation performed. Resultant of a check mark will be tied to financial portion of software and will auto populate the charge type on the appropriate area of the invoice.

Mileage: Data in this area will be populated via the mileage recorded from vehicle data collection system.

Start: Populated at the time the tow operator accepted the tow.

End: Populated when vehicle is dropped in yard and tow has ended

- Check box selectable form areas
- Auto fill from VIN scanner



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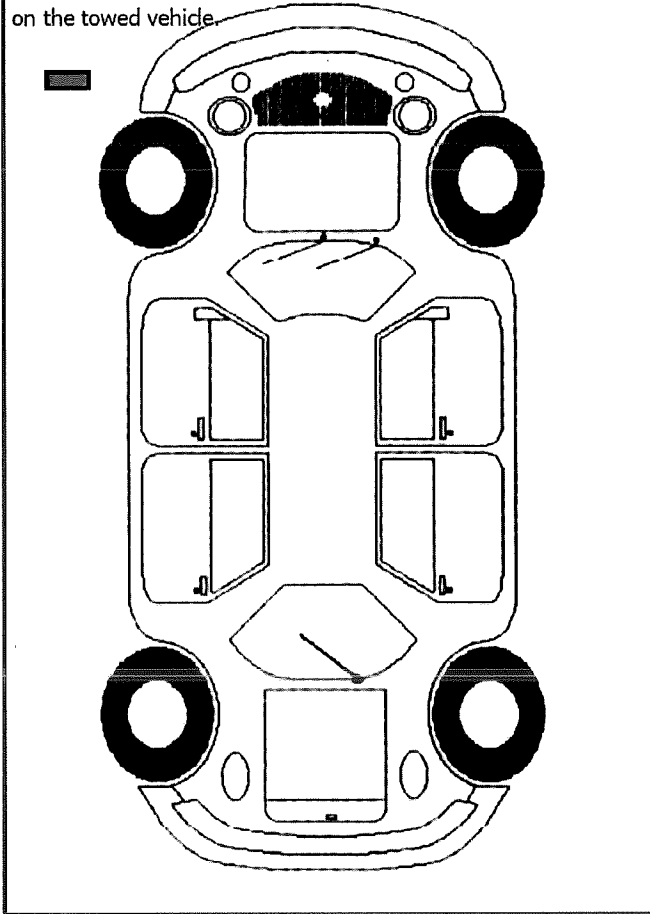
Check box selectable form areas

DISP # Invoice number will be auto filled
from software

S=SCRATCH D=DENT BO=BROKEN F=FL



The existing damage section area of the form will be enabled for drawing with a stylus. Tow Operator will circle existing damage on the towed vehicle.



REMARKS

Remarks area will be text fillable by Tow Operator.



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Attachment I

Towing Software Minimum Reportable Individual Data Fields

General Reporting Fields

The listing of data fields below shall be identified as such

Invoice Number

Current Call Status (Dispatch Module Screen)

Tow Type (City Vehicle, Light, Medium, Heavy Duty)

Impound Date (Basis for Daily Storage Rate Start & Lien Fee)

Impound Time (Basis for Daily Storage Rate Start)

Impound Pickup Address

Call Received Date

Call Received Time

Call Dispatched Date

Call Dispatched Time

Arrival Time Date

Arrival Time-Time

Hooked Up Date

Hooked Up Time

Scene Departure Date

Scene Departure Time

Drop Date (Basis for impound date and start of storage clock)

Drop Time (Basis for impound time and start of storage clock)

Drop Location (If other than the default Location: COLB Towing Operation)

Drop Address (If other than the default address: 3111 East Willow)

Driver ID (driver employee number)

Truck Number (tow vehicle unit number)

Requesting Department/Division (Related to internal requests that are non-impound internal services)

City Service Code (Tow, Winch Out, Jump Start, Etc.)



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Impounding Agency

PD Call Number

PD Department Record Number (DR#)

CVC Impound Code

Hold Status (Stored, Investigation, Permanent Hold, Dec of Op, Unlicensed Driver)

Inventory Status (In Inventory, Released, Lien sold)

License State

License Number

Vehicle VIN

Make

Model

Year

Color

Registration Month

Registration Year

Registration Status (Current, Overdue, Suspended)

Registered Owner Name (Function of PD-180 and Lien Sales)

Storage Row (A,B,C,D,Etc.)

Storage Row Position (1,2,3,4, Etc.)

Number of Storage Days

Lien Status (Print INF 1126, Print REG 684, Ready to Dispose, Set Auction Date, Post REG 668, Set Auction Date, Contact LSU, Pending MM/DD/YYYY)

Date-Released

Time-Released

Date-Auctioned

Time-Auctioned

Balance Due

\$ Amount of Lien Due

\$ Amount Paid

\$ Deficiency or Overage Amount (overage shown as a RED balance)



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\$ Daily Storage Rate

Total Storage Days (Whole numbers only)

Officer Name (Referenced to **Hold Status** When a vehicle placed on Permanent Hold)

Officer Badge Number (Referenced to **Hold Status** When a vehicle placed on Permanent Hold)

Financial Reporting Fields; (Used for Detailed Financial Transactions Reporting)

Release/Sale Date

Invoice Number

Customer Name

Cashier Logon ID

Charge Code

Quantity

Payment Type

Base Charge

Tax Charged

Line Total

Employee/Contractor Driver's License Reporting Fields

Employee/Contractor Code

Employee Name (As shown on a driver's license)

Driver's License Number

Cell Phone Number

Address (As shown on driver's license)

Employee Status (Check Box, Active or Inactive)

250 Character Comment Field

City Tow Vehicle Reporting Fields

Truck Unit Number

Truck Type (L/M/HD Wheel Lift, L/M/HD Flatbed)

Make

Model

VIN

License Plate Number



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State

Registration Renewal Date (MM/DD/YYYY)

Registration Exempt (Check Box, that will result in graying out the renewal date box)

Scheduled Disposal Date (MM/DD/YYYY of disposal)

Vehicle Active/Inactive (Check Box)

250 Character Comment Field

City Department Account Information Reporting Fields

Department Code

Department Full Name

Address

City

State

Zip

Phone Number

Email Address

Base Towing Rate

Department Storage Rate

250 Character Comment Field



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Attachment J

City of Long Beach Lien Sale Forms



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Lien Sale Bidder Card

Front of Bidder Card

BIDDER CARD NO. _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE NO. () _____

DRIVERS LICENSE NO. _____

**City of Long Beach
 Auction Registration Card**

SALE DATE _____

(OFFICE USE) AM-810

Back of Bidder Card

CITY OF LONG BEACH
 RELEASE AND WAIVER OF ALL LIABILITY
 AND ASSUMPTION OF RISK AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in the Lien Sale Auction, I assume any and all risk associated with the purchase of an "AS-IS" vehicle at Lien Sale. I fully understand that all vehicles are purchased "AS-IS" and that the City of Long Beach makes no warranty, whatsoever, and the City of Long Beach is not responsible for any inaccuracies associated with title.

Further, I release, waive, and forever discharge the City of Long Beach and their employees for all claims, demands, loss and cause of actions that may arise from the purchase of a vehicle at Lien Sale.

I have read and fully understand this document and agree that by signing, I waive my rights voluntarily.

CIUDAD DE LONG BEACH
 RENUNCIA Y ABSOLUCION DE TODA RESPONSABILIDAD
 ACUERDO DE ASUNCION DE RIEZGO

POR UNA CONTRAPRESTACION ONEROSA, incluyendo el permiso de participar en la Subasta de Venta de Ejecución Prendaria, me hago cargo de cualquier y todos los riesgos asociados con la compra del vehiculo comprado "TAL COMO ESTA" en la Venta de Ejecución Prendaria. Entiendo plenamente que todos lo vehiculos se compran "TAL COMO ESTA", y que la Ciudad de Long Beach no da garantía en lo absoluto, y que la misma no se responsabiliza por ninguna inexactitud asociada con el titulo.

Además, libero, absuelvo y para siempre exoneró a la Ciudad de Long Beach y sus empleados de todo reclamo, demanda, pérdida y causa de acción que pueda resultar por la compra de un vehiculo en la Venta de Ejecución Prendaria.

He leído y entiendo cabalmente este documento y estoy de acuerdo que al firmarlo renuncio a mis derechos voluntariamente.

 SIGNATURE (FIRMA)

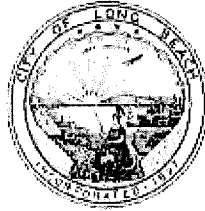


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FINANCIAL MANAGEMENT - FLEET SERVICES BUREAU - TOWING OPERATIONS / LIEN SALES DIVISION							
<h3>IMPOUNDED VEHICLE TITLE SURRENDER RECEIPT</h3>							
INVOICE NUMBER VEHICLE LICENSE NUMBER VEHICLE VIN NUMBER - (Last Four) IMPOUND DATE SURRENDER DATE NUMBER OF STORAGE DAYS ACCRUED	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> </table>						
TOWING SERVICE FEES DUE TOTAL COST OF STORAGE FEES TOTAL COST IMPOUNDING AGENCY FEES	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> </table>						
TOTAL FEES DUE =	<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr><td style="width: 100%;"></td></tr> </table>						
<p>ASK REGISTERED OWNER FOR KEY</p> <p>RO's SIGNATURE - _____ Phone # _____</p> <p>CLERK's SIGNATURE - _____</p> <p>*NOTICE NO SALES MONEY FROM TITLE SURRENDERED VEHICLES WILL BE REFUNDED, AFTER ALL TOWING AND STORAGE FEES ARE PAID, ANY REMAINING SALE BALANCE WILL BE USED TO SUPPORT GENERAL CITY OPERATIONS.</p> <p>**FOR OFFICE USE ONLY</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">PARKING CITES / 14602.6 - (Circle One)</td> <td style="padding: 2px;">YES / NO</td> </tr> <tr> <td style="padding: 2px;">KEYS FOR VEHICLE - (Key for Credit)</td> <td style="padding: 2px;">YES / NO</td> </tr> </table>		PARKING CITES / 14602.6 - (Circle One)	YES / NO	KEYS FOR VEHICLE - (Key for Credit)	YES / NO		
PARKING CITES / 14602.6 - (Circle One)	YES / NO						
KEYS FOR VEHICLE - (Key for Credit)	YES / NO						



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
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**City of Long Beach Lien Sales
 Permanent Bidder Number Application
 (562) 570-5462**

Applicant's Information

Name: _____
(First) (Last)

Home Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone () _____ Signature: _____

Business Information

Name of Business: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number () _____

Business License Number: _____

Sellers Permit Number: _____

Surety Bond Document: _____

Vehicle Dealer License #: _____ CA Driver License #: _____

Banking Information

Checking Account Number: _____

Bank Name: _____ Location: _____

Permanent Bidder Number Assigned: _____ Date: _____ By: _____



City of Long Beach
 Purchasing Division
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**CERTIFICATION OF LIEN SALE
 FOR VEHICLE VALUED \$4000 OR LESS
 CIVIL CODE §3072**

LIEN SALE UNIT
 P.O. BOX 832317
 SACRAMENTO, CA 94232-3170

NOTE TO THE LIENHOLDER:

When a vehicle is sold at auction, immediately complete this form and give to the buyer. Retain a copy to submit to DMV with any excess fees. If the vehicle is not sold because a qualifying bid was not received, the lienholder becomes the buyer indicated on the Certification of Sale section. When the vehicle is sold in the future, complete a bill of sale and give both forms to the buyer. All registration fees and penalties become due and payable on the lien sale date. Following the sale of a vehicle, remove and destroy the vehicle's license plate(s), and within 5 days of sale, submit a completed Notice of Release of Liability (NRL) form to DMV.

VEHICLE DESCRIPTION	LICENSE NUMBER	STATE REGISTERED	LICENSE EXPIRATION DATE	VEHICLE IDENTIFICATION NUMBER (VIN)
	MAKE	YEAR	MODEL	BODY TYPE
	ENGINE NUMBER (MOTORCYCLE ONLY)			
	DATE VEHICLE CAME INTO MY POSSESSION	DATE WORKER BILLED FOR SERVICE/STORAGE	DATE WORK OR SERVICES COMPLETED	IF AUTHORIZED BY A PUBLIC AGENCY OR PURSUANT TO GO § 2266A, DATE VEHICLE WAS TOWED
AUTHORITY TO CONDUCT LIEN SALE	In accordance with Civil Code §3072, my authority to conduct this lien sale is: <input type="checkbox"/> After the Notices of Pending Sale were mailed to DMV, the registered/legal owners at their addresses of record with DMV, and any other person known to have an interest in the vehicle. The sale was conducted not less than 31 days or more than 41 days. I have not received notice from DMV prohibiting this lien sale. <input type="checkbox"/> A certified copy of the court judgment to proceed with the sale. <input type="checkbox"/> A release of interest from the opposer(s) after opposition filed. <input type="checkbox"/> Authorization from DMV after proof of unsuccessful service. <input type="checkbox"/> There is no record on file and no known interested parties. A total of 31-41 days have elapsed before the sale was conducted. Note: Vehicle record from DMV and/or a certified copy of the court judgement or release of interest (as appropriate) must be attached.			
NOTICE OF PENDING SALE	<input checked="" type="checkbox"/> In accordance with Civil Code §3072, Notices of Pending Sale with accompanying Declarations of Opposition were mailed to the registered and legal owners of record, interested parties, and DMV, 31 to 41 days prior to the lien sale. Note: Postal receipts or postal listing sheet must be attached.			
CERTIFICATE OF SALE	The above described vehicle was sold on: _____ MONTH DAY YEAR		BUYER'S TRUE FULL NAME _____ ADDRESS _____ CITY STATE ZIP _____	
THE AUCTION SALE AND PROCEEDS	NOTE TO LIENHOLDER: If vehicle retained by lienholder, complete number 2 only. 1. The vehicle was sold for \$ _____ 2. The billing and costs were: A. TOWING \$ _____ B. STORAGE \$ _____ C. REPAIRS \$ _____ D. COST OF SELLING (CANNOT EXCEED \$70) \$ _____ TOTAL OF 2 (ADD A THROUGH D) \$ _____ 3. PARKING VIOLATIONS \$ _____ 4. EXCESS FEES* (LINE 1 MINUS TOTAL OF 2 AND 3) \$ _____ * EXCESS FEES MUST BE SUBMITTED TO DMV WITH A COMPLETED COPY OF THIS FORM WITHIN 15 DAYS OF THE SALE DATE.			
CERTIFICATION	LIENHOLDER'S NAME (PRINT)		TELEPHONE NUMBER	
	STREET ADDRESS		CITY	STATE ZIP
	AGENT ACTING FOR LIENHOLDER (PRINT NAME)		REGISTRATION SERVICE NUMBER	TELEPHONE NUMBER
	STREET ADDRESS		CITY	STATE ZIP
I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, I further certify (or declare) under penalty of perjury that the lien sale was conducted in accordance with the requirements of California Military and Veterans Code §§407, 408, 409.1, and 409.3, and with the requirements of §§3952, 3953, and 3950 of Title 50 of the United States Code.				
DATE	LIENHOLDER OR AGENT'S (ACTING FOR LIENHOLDER) SIGNATURE			
02/19/2020	X Acting for the City of Long Beach			

Attachment K

EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. ____ Yes ____ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ____ Yes ____ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
____ Yes ____ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
____ Yes ____ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
____ Yes ____ No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this _____ day of _____, 20____, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

ATTACHMENT "L"

INSURANCE REQUIREMENTS

INSURANCE. As a condition precedent to the effectiveness of this contract, Vendor shall procure and maintain at Vendor's expense for the duration of this contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Vendor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach and its officials, employees, and agents**.
- (c) If applicable, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("all autos").
- (d) Professional liability or errors and omissions (E&O) liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this contract.
- (e) Electronic data processing liability, including electronic E&O, and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this contract.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Vendor may use in the performance of this contract shall be required to indemnify the City to the same extent as the Vendor and to maintain insurance in compliance with the provisions of this section.

Vendor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Vendor's liability relating to performance under this contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this contract.

Signature required acknowledging acceptance of insurance requirements.

Name _____ Title _____

Signature _____

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

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EXHIBIT A-2
SCOPE OF WORK OR SERVICES



*Response to Request for Proposal For
Towing Business Operations Management Software*

RFP FS 21-023



City of Long Beach
Request for Proposal RFP FS 21-023
For
Towing Business Operations Management Software

Technical Proposal

By

UR International, Inc.
10701 Corporate Dr., Suite 377, Stafford, TX 77477



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Executive Summary

UR International, Inc. (URI) is pleased to respond to this Request for Proposal (RFP) solicited by the City of Long Beach (City), Department of Financial Management (Department), Fleet Services Bureau (Bureau) about implementing a comprehensive Towing Business Operations Management Software Solution.

URI is eminently capable of providing management services as we provide now for Houston, Philadelphia, Detroit, Washington DC, Edmonton, and many other large and small municipalities, Counties, and government agencies around the country.

For the past 10 years URI has been continuously improving its cloud-based Towing Service Management System to support all aspects of automation pertaining to dispatch, inventory, disposition, and digital record keeping while delivering real-time data and information to all parties on the web, and exported in common formats such as MS Excel. Currently, URI is dealing with over 300K tows per year and supports its clients from its offices in Texas with excellent quality assurance. The result is ultimate efficiency and total transparency and accountability. Our municipal users will tell you it is like going from a flip phone to a state-of-the-art smart phone when utilizing URI for tow management, tracking, dispatch and disposition.

In this document URI intends to demonstrate its experience, knowledge and qualifications to work with the City and the capability of the URI Towing Service Management System in performing all tasks necessary under this RFI. The URI Towing Service Management System provides a fully integrated hardware/software solution for the City's Towing Service Management needs. The following responses and summary describe our approach and experience in the area of Towing Service Management best practices and processes.

URI's Towing Management System can completely automate the tow lifecycle for the city starting from Dispatch to Disposition, including auctions, with the use of a state-of-the-art technology framework using a combination of hardware and software tools using the web and mobile platforms. All stakeholders will appreciate the convenience and easy to use features of the system and this will benefit and enhance the City's forward-thinking reputation.

The system's comprehensive data compilation and real-time reporting features will allow strong regulatory and financial compliance. The system can enforce strict financial and internal controls with the ability to audit all records. Safe, accurate and convenient payment processing will benefit City finances and URI will ensure excellent integration with the existing cashiering system iNovah and the existing Tyler Technologies Financial Software.



It is our understanding that the City would like to implement a system framework to manage the following and the proposed system is designed to handle at least 90% of the scope requirements right off the box.

Scope Item	Response
The proposed software solution shall include all software and hardware components that will comprise a complete software / hardware solution and conform to this RFP. The proposed software solution shall include the cost of the actual application and all associated hardware, software, and services required to implement the complete solution.	Yes. URI provides a hosted system.
The software shall provide an electronic cash register system with the functionality throughout the relevant modules of the software to allow for the choice of a printed paper or email customer invoice.	Yes
The software shall provide a comprehensive cash handling, reconciliation and accounting system with auditing principles incorporated into the program.	Yes
The software shall provide a seamless integration over all appropriate software modules into the city's iNovah, central cashiering system for all revenue transactions generated by the software.	Yes. URI will build appropriate interface with iNovah.
The software will have the adaptability to configure and export vehicle records and financial data, with selectable impound and lien sales data export into CSV and other required city designated file formats	Yes
The proposed system shall also have a built-in and schedulable canned reporting capability. To include report generation of key performance indicator reports as defined by the city.	Yes. Additional city specific reports will be developed and scheduled.
The software shall capture and log any edited field changes through the software and will record those	Yes Complete audit-trail of all changes are captured.



Towing Business Operations Management Software

Scope Item	Response
changes for exportation or printing edit reports for this activity.	
The system shall be configurable to report chosen impound inventory data fields to the public, via a browser-based query, with a secured internet connection. Further system requirements are contained within this Request for Proposal.	Yes
Currently the towing division is using the XYLIXYS, Tow Administrator software. This is a SQL based software system. For archival retrieval purposes, the current Tow Administrator database will be converted, imported, or uploaded by the successful vendor into the new software database system.	Yes URI will work with the city IT department in loading historical data using a standard ETL (Extraction, Transformation and Loading) process.

URI’s Towing Management System provides a cost-effective and full-featured solution to all City needs outlined above. The system is in operation at major agencies including Milwaukee, Detroit, Washington DC, Philadelphia, Houston, Edmonton, Corpus Christi and other law enforcement agencies in providing a complete dispatch, storage and auction related services. The URI Towing Service Management System will provide an excellent platform that will adapt to meet current and future City process needs.

The URI Towing Service Management System – The best solution to the City and Bureau is a combination of three cloud environments; www.wreckertow.com for tow operators, www.longbeachca.govtow.com for the City and www.findmytowedcar.org for customers respectively. The system supports the following major process components:

Dispatch and Tow Requests – URI’s Towing Service Management System has intelligent dispatching functionality that allows automated dispatch with acceptance of a tow request allowed from a variety of devices such as smartphones and tablets. Tow requests can be created by City Impounding Agencies and other City requestors by using an intuitive and simple data entry form using smartphones, tablets and other web-enabled devices. Tow requests are automatically entered into the system. Dispatchers can also enter pertinent information received from the existing telephone lines and assign the tow to one of the available city-owned tow operators or to one of the three external vendors, depending on the need. The system can easily add more operators and/or contractors at any time if needed in the future.



Dispatches are automatically routed to the appropriate tow vehicle with an option to be manually assigned or assigned based on proximity to the location of the request on an interactive Google map. City staff will have the option to send the dispatch to the nearest tow truck through an interactive GIS map and receive an estimated time of arrival. Location information will be retained for the City's information.

The City can track all records and performance by tow operators and contractors against any desired metrics. Those records are automatically stored and are easily accessible and downloadable in real-time with the ability to compile metrics on all data points and create printouts. Authorized users can simultaneously check tow progress, including all dispatch activity and dispatched vehicles, data points and metrics in real-time.

Towing Operator Interface – The system will allow tow operators to receive dispatches on multiple devices such as smartphones and laptops. When tow operators accept the tow, the system can provide an estimated time of arrival, and track arrival and departure by GPS. Tow operators will be able to enter information to indicate statuses in the field such as arrival, vehicle gone on arrival and vehicle drop. This information and any other information tow operators add will be added to the tow record in real-time. The City will be able track tow operator locations and driving behavior using GPS, and tow operators will be able to record photos and videos both before and after tows. The system supports a VIN number reader that auto-populates make and model information in the tow record to ease data-entry.

Tow operators will also be able to access data on a tow in real-time. Tow operators can accept payment from customers through a variety of methods. All payments will be documented automatically and linked to the tow record in real-time. The system's hardware integration will provide for printed receipts. If desired, tow operator payment collection capabilities can be extended to tow contractors as well.

Lot Management – The City can check lot inventory and all necessary information on a real-time basis. The system provides all functions carried out at impound lots and automates many such functions using barcodes and mobile devices to make tow lot management tasks easier and efficient. The system supports a VIN number reader that auto-populates make and model information in the tow record if the information is not already entered. Releases and other dispositions (title surrender/auction/scrap) processing is completely automated. Multiple payment methods including credit card, cash, and check, are supported by the system. Furthermore, the system will integrate with iNovah to facilitate cashiering and Tyler's MUNIS application to support Accounts Receivable transactions respectively.

Auctions and lean-Sales – The City can use the system's comprehensive auction module where scheduling and bidding is managed. Bidders can be verified by scanning their driver's license. The system features intuitive scheduling of vehicles for an auction date that can be done either manually or automatically. A bill of sale is created for the buyer



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at the end of the auction showing all vehicles purchased and total fees to be collected. The auction process allows the auctioneer to enter bidder number and amount. The system calculates the rest and shows cumulative proceeds during the auction process. Various customer and marketing data can be collected and categorized. The system will also integrate with iNovah to facilitate cashiering and Tyler's MUNIS application to support Accounts Receivable transactions respectively.

Secure Records and Reporting – The system tracks (with timestamps) the vehicle throughout the entire chain of custody. All data points, including photos and videos, are automatically uploaded to the system when entered and will allow real time reporting on various points of information. Tow fees and transactions are also updated in real-time. Revenues can be reported by fee type and payment type and can also be sorted by specific Impounding Agency. Reports can be generated on demand in a variety of formats including MS Excel, PDF, and other formats. The system can manage the entire release, auction, title surrender, or scrap process and disposition can be reported and sorted by release, title surrender, auction or scrap.

The system provides for secure records and reporting by providing strong security controls and audit controls to ensure integrity and accuracy. The system has strong access control measures in order to support the correct employee access permissions for City users.

Integration – URI's Towing Service Management System will integrate with the City's iNovah cashiering system and, if needed, with Tyler Technologies Financial Software (MUNIS). URI has experience in integrating with other cashiering systems such as Duncan Solutions AutoPROCESS system on a real-time basis. URI's system will also be able to transfer data from the legacy XILYXIS Tow Administrator, assuming Tow Administrator allows export of data in a readable format. URI also has experience in interfacing with Law Enforcement CAD/RMS systems (Intergraph's Hexagon, Tiburon and Motorola's P1) on a real-time basis. URI has also developed interfaces with Ticketing Systems such as ETIMS, CivicSmart and Gtechna. Additionally, URI's system also integrates with external auctioneering systems such as GovDeals to reconcile auction data. URI will work with City IT personnel in making these interfaces to CAD, if desired or needed.

Innovation – URI's proposed system supports towing business best practices adopted across the country. The system is uniquely adaptable and flexible and is built with the latest technologies to allow the City to add innovative processes/models to support growing future needs.

Efficiency and Workflow Improvements – The system supports a dramatic reduction of paper and manual processes in order to increase efficiency. The interactive system allows audio, video and photos to automatically be uploaded and added to the vehicle



record, while also allowing quick and intuitive generation of electronic sheets of data entry that also are automatically added to the vehicle report. The system also allows for easy wireless printing and the scanning and printing of barcodes for tow lot management.

Public Service Interface and Support – The public service interface will comply with the City’s Language Access Policy to serve all customers. The web-based platform can be accessed on both desktop and mobile devices. Customers can search for and locate their towed vehicle information on this collaborative platform, understand city ordinances, and will be able to complain about a tow and pay online. The system will allow complaints to be tracked and detailed throughout the entire process and will maintain all necessary documentation for resolution.

The proposed system is designed to handle all types of dispatches and collaborates with the tow operators on a real-time basis using the web. Data is entered once in the system and continuously gets updated by the tow operator and Dispatch. Data is synchronized between the two environments instantly.

Thus, the system provides a complete towing service management solution to the City.

The pricing is valid for 120 days from the close date of the RFP.

Mr. Upendra Sahu, President, will be authorized to sign on behalf of the company.



Company Background and Reference

URI is uniquely qualified to work with the city in fulfilling all the above desires and provide a base on which CITY can add more functionalities to address future needs.

OUR FIRM

URI is an information technology services firm with a 25-year history of helping organizations address specific IT needs. URI is a certified Minority Owned Business located in Sugar Land, Texas, providing services across three spectrums:

- a. IT systems deployment, integration and development related to packaged offerings as well as specialized applications. We maintain a capability across various development technologies; and frequently undertake engagements to supplement our client's internal staff or other consultants in focused areas.
- b. URI has also developed and markets four application suites -- Dispatch and Lot Management System that assists law enforcement agencies in facilitating towing operations efficiently and effectively, an asset management package and a more broad-based facility management package, and a trust management system.
- c. Outsourcing services for URI's application suites as well as specialty applications that have been developed for our clients.

We carefully maintain our workload aligned to delivery capabilities -- typically focused on 6 - 10 active accounts of which many are repeat, long term customers. We also provide long-term hosting services for certain of the systems we have developed since these systems are often first-of-a-kind applications, providing real-time, web enabled capabilities to address specific business issues. As part of this service we provide 24/7 support services.

DISPATCH AND LOT MANAGEMENT SYSTEM

For the past 10 years URI has been implementing this state-of-the-art system to facilitate towing operations carried out by law enforcement agencies across the North American region.

The system is one of a kind and has been deployed at over 10 agencies and several other agencies are actively considering implementing such a solution.

The system in short, addresses Dispatch, Storage and Disposition related processes while collaborating with key players such as external tow companies / internal tow operators, agency personnel and citizens respectively.



Some of the agencies that currently use the system include, but not limited to, City of Washington DC (Parking Enforcement Management Agency), City of Houston (Houston Police Department), City of Detroit (Metropolitan Parking Department), City of Philadelphia (Philadelphia Parking Authority), City of Edmonton (Edmonton Police Service), City of Corpus Christi (TX), City of Pasadena (TX), City of Lubbock (TX), City of Fayetteville (NC), City of Brownsville (TX) and many agencies are actively considering using the system in the near future.

The system incorporates best business practices used in dispatch and lot management processes and incorporates many (over 200) reports to aid in decision making.

OTHER KEY SOLUTIONS

URI has developed many solutions to assist its clients in solving complex business processes. Some of the key systems include, but not limited to, the following:

- Facility and Asset Management System
- Deficiency Scoping System
- Equipment and Spare Parts Management System
- Time entry and billing system
- Web based Invoicing system
- Trust Management System for Investment Banks

INTEGRATION

URI is experienced in integrating complex systems in real-time or batch mode.

URI uses latest integration methods using Web API, REST, SOAP and other methods to connect dissimilar systems to talk to each other.

DATA CONVERSION

URI embarks on performing data conversions to take existing data and populate into URI's systems. URI works with its clients in assembling data, synthesize/cleanse prior to loading into its systems.

TRAINING

We have structured our proposal in conformance with the training requirements specified. Our typical structure for training is from three viewpoints: 1) technical training on how to maintain the system; 2) user training on how to use the application; and, 3) user training related on how to complete specific job



functions using the system. Our proposal includes a train-the-trainer approach for each of the specified sites with supporting documentation for the various functions.

IMPLEMENTATION PERIOD

We work with our clients in establishing an effective implementation approach for our solutions.

In this approach, we will have an initial, consolidated meeting with representatives from the various campuses to more fully establish, understand, and validate requirements. Based on this initial meeting, we would then complete an initial configuration of the system for the Bryan and College Station campuses based on the information and/available data provided. This initial activity would concentrate on the asset load and various work processes. A second meeting would then be conducted to review the setup and identify configuration and naming convention changes. From this demonstration of the solution, any other desired/necessary features would be identified from which further configuration and solution roll-out would be accomplished. This initial configuration would also be made available for designated users to become familiar with the system. Our estimate of time to complete this first phase is 2 – 3 months.

With the first phase completed, additional phases would be an add-on to the system.

RESOURCES

URI has over 12 Full Time and 15 temporary and/or part-time resources available to support this system. The members of the implementation team have been working with other similar engagements and are intimately familiar with the system.

HOSTING

URI utilizes Microsoft Azure Government Cloud as its hosting partner that is CJIS compliant where the Govtow platform is hosted.

URI provides hosting within the 48 contiguous states of the United States, and no data will be housed outside of the United States.

COMPANY INFORMATION

Following is the response to requested information:



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Item	Response
Company Ownership	S Corporation
State of Incorporation	Texas
Location of Office (Head Quarter)	10701 Corporate Dr., Suite 377 Stafford, TX 77477
Branch Offices	Toronto (Canada) London (UK) and Bhubaneswar (India)
Office supporting California client(s)	No clients in CA yet. If selected, CLB will be supported from its offices in Stafford, TX.
Total number of Employees	USA (9) India (13)
Employees in the city of Long Beach	None
Location(s) from which employees will be assigned	Stafford, TX
Name, Address and Telephone number of Vendor's point of contact	Upendra Sahu, President 10701 Corporate Dr., Suite 377 Stafford, TX 77477 Tel: +1 281 989 4411 E-mail: Upendra.sahu@urinternational.com
Length of time serving Public agencies/Private corporations	Private corporations – 25 years Public agencies – 15 years Law Enforcement Agencies – 11 years Towing Management – 11 years
Resumes	Attached
Financial Stability	Financially stable. 3 year statements enclosed.
Subcontractor(s)	None



REFERENCES

For the past 10 years URI has been working in supporting government agencies in support of their dispatch, towing and impound lot operations across USA and Canada. Thus, URI has been able to build a robust solution suitable for government agencies while implementing best practices into the system. At the same time, URI has incorporated numerous reports for all clients to use.

Active Projects

URI has been working with many agencies across USA and Canada. Some of those agencies include:

- City of Houston (TX)
- City of Detroit (MI)
- City of Edmonton (AB, Canada)
- City of Lubbock (TX)
- City of Fayetteville (NC)
- City of Grand Prairie (TX)
- City of Arlington (TX)
- City of Washington DC (DC)
- City of Philadelphia (PA)
- City of Milwaukee (WI)
- City of Corpus Christi (TX)
- City of Pasadena (TX)
- City of Brownsville (TX)
- Montgomery County (TX)

Following is a list of key references:

Client	Philadelphia Parking Authority (Philadelphia, PA)
Contacts	Anthony Kuczynski (Director), AKuczynski@philapark.org Tel: (215) 683-9615
Status	The project started in 2019 and ongoing
Size & Scope	Scope of the Project is to manage all types of dispatch, towing, storage and disposition of approximately 42,000 vehicles per year stored in 4 storage lots and 3 auction lots and manage about 45 tow trucks owned and operated by PPA.



Client	Philadelphia Parking Authority (Philadelphia, PA)
Key Resources	Srinivas Rao, Upendra Sahu, Saurav Das, Sumit Pattanaik
Project Description	<p>URI is working with Duncan Solutions on this project to integrate its system with AutoProcess (AP), Genetec's LPR, and Conduent's ETIMS systems respectively.</p> <p>URI will implement its Govtow, as Dispatch and Lot Management system, to allow Booting, towing, receipt and storage, auction, and reconciliation process throughout the dispatch through disposition process life cycle using cloud and mobile based systems.</p> <p>URI is implementing the dispatch management system on an Android platform to collect dispatch related data, pictures and videos.</p>

Client	City of Washington DC
Contacts	<p>Dave Koehler (Project Manager)</p> <p>david.koehler@dc.gov</p> <p>Office: (202) 671-0099 / Mobile: (202) 438-8614</p>
Status	Project started in July 2014 and continues presently
Size & Scope	<p>City of Washington DC (Department of Public Works) tows over 40,000 vehicles using its own 35 tow trucks and 22 external companies on rotation.</p> <p>Scope of the Project was to implement URI's Govtow, a Dispatch and Lot Management System, for PEMA/DPD and integrate with Intergraph's CAD system to facilitate all types of towing within the city of Washington DC using the cloud-based platform with Android mobile devices.</p> <p>URI also integrated with GovDeals.com for auction process with a real time integration.</p>
Key Resources	Srinivas Rao, Upendra Sahu, Saurav Das



Client	City of Washington DC
Project Description	<p>URI implemented its Govtow, a Dispatch and Lot Management System to manage all tows that are generated by 35 city owned tow trucks and 22 external tow companies on rotation managing over 40,000 tows/year.</p> <p>URI implemented the dispatch management system on an Android platform to collect dispatch related data and pictures.</p> <p>URI also integrated the dispatch data from Android and web-based systems to the city's Hexagon CAD system, GTechna's ticketing management system and Govdeal's auction management platforms using latest web API technologies to maintain data integrity and reconciliation.</p> <p>URI is extending the same application to the Metropolitan Police Department to accommodate other types of tows across the city.</p>

Client	City of Milwaukee
Contacts	<p>Tom Woznick</p> <p>twoznick@milwaukee.gov</p> <p>Tel: 414-286-3635</p>
Status	Started in October 5, 2020 and ongoing
Size & Scope	Scope of the project is to implement, host and manage a Towing and Immobilization Management System for the Parking and Police departments to perform dispatch and towing operations.
Key Resources	Srinivas Rao, Sumit Pattanaik, Saurav Das, John Haliburton & Upendra Sahu
Project Summary	<p>City of Milwaukee wanted to implement URI's Govtow.com, wreckertow.com, findmytowedcar.org and govtowauctions.com to perform all actions carried out by the Department of Public Works (DPW) and Milwaukee Police Department (MPD) to facilitate dispatch, towing, auction/scrap and cashiering functions performed by the two departments.</p> <p>URI also deployed an extensive complaint management module for the city to process various types of complaints received by its citizens.</p>



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Client	City of Milwaukee
	<p>URI was involved in procuring all hardware such as barcode printers, scanners, etc. for use by various departments.</p> <p>URI started the project in July and deployed the system on October 5, 2020.</p> <p>URI is managing the system for the city.</p>

Client	City of Detroit (Metropolitan Parking Department)
Contacts	<p>James Canty (Department Manager)</p> <p>cantj@detroitmi.gov</p> <p>Tel: (313) 221-2583</p>
Status	<p>The project started in 2016</p>
Size & Scope	<p>Scope of the Project was to include collection and management of city impounds of Abandoned and Boot vehicles through a combination of web and app-based approach.</p>
Key Resources	<p>Srinivas Rao, Upendra Sahu, Saurav Das</p>
Project Description	<p>URI implemented its Govtow, a Dispatch and Lot Management System, to manage all tows that are generated by the crew remotely using an app to upload GPS coordinates, pictures/videos etc. to support abandoned and boot tows.</p> <p>URI implemented the dispatch management system on an Android platform to collect dispatch related data, pictures and videos.</p> <p>URI integrated the dispatch data from Android and web-based systems to city's Auto Process (AP) collection management system in reconciling boot vehicles and payments.</p>



Client	City of Houston - Houston Police Department
Contacts	Chris Dau (HPD - Super User) Chris.dau@houstonpolice.org Tel: 832-393-4818 (O) / 713-875-3455 (C)
Status	This project started July 2012 and continues presently
Size & Scope	Scope of the project was to implement, host and manage a Towed Vehicle Reporting Management System for the city.
Key Resources	Srinivas Rao, Upendra Sahu, Saurav Das
Project Description	<p>The City of Houston tows approximately 160,000 vehicles a year that are towed by over 200 tow companies and are stored at over 70 storage locations across the city.</p> <p>URI developed and implemented a cloud-based tow reporting system that integrated with the storage lot operators through a common interface and interfaced with city's Tiburron CAD system to collect all tows and present pertinent data to citizens.</p> <p>The City intended to provide citizens the service through (1) Web (2) IVR (Interactive Voice Response) and (3) Call center. For which URI integrated the system with an IVR system and implemented a call center. However, the IVR and call center were discontinued due to lack of volume.</p> <p>URI has been hosting and managing the system for the last six years.</p>

Client	City of Edmonton – Edmonton Police Services
Contacts	Rick Long (Manager, Police Seized Vehicle Section) rick.long@edmontonpolice.ca Tel: (780) 391-4671 Deb Taylor (Branch Technology and Project Coordinator) deb.taylor@edmontonpolice.ca



Client	City of Edmonton – Edmonton Police Services
	Tel: (780) 421-2652
Status	Project started in 2014 and continues presently
Size & Scope	Scope of the Project was to manage dispatch, tow rotation and vehicle tow data at its storage location for over 40,000 vehicles annually.
Key Resources	Srinivas Rao, Upendra Sahu, Saurav Das
Project Description	<p>URI implemented its Govtow, a Dispatch and Lot Management System, to manage all dispatches related to tow and manage 24 company tow rotation for the city's communications department.</p> <p>URI has implemented the Lot Management system to manage all functions pertaining to storage lot management for the city.</p> <p>URI interfaced with State of Albert for financial reconciliation.</p>

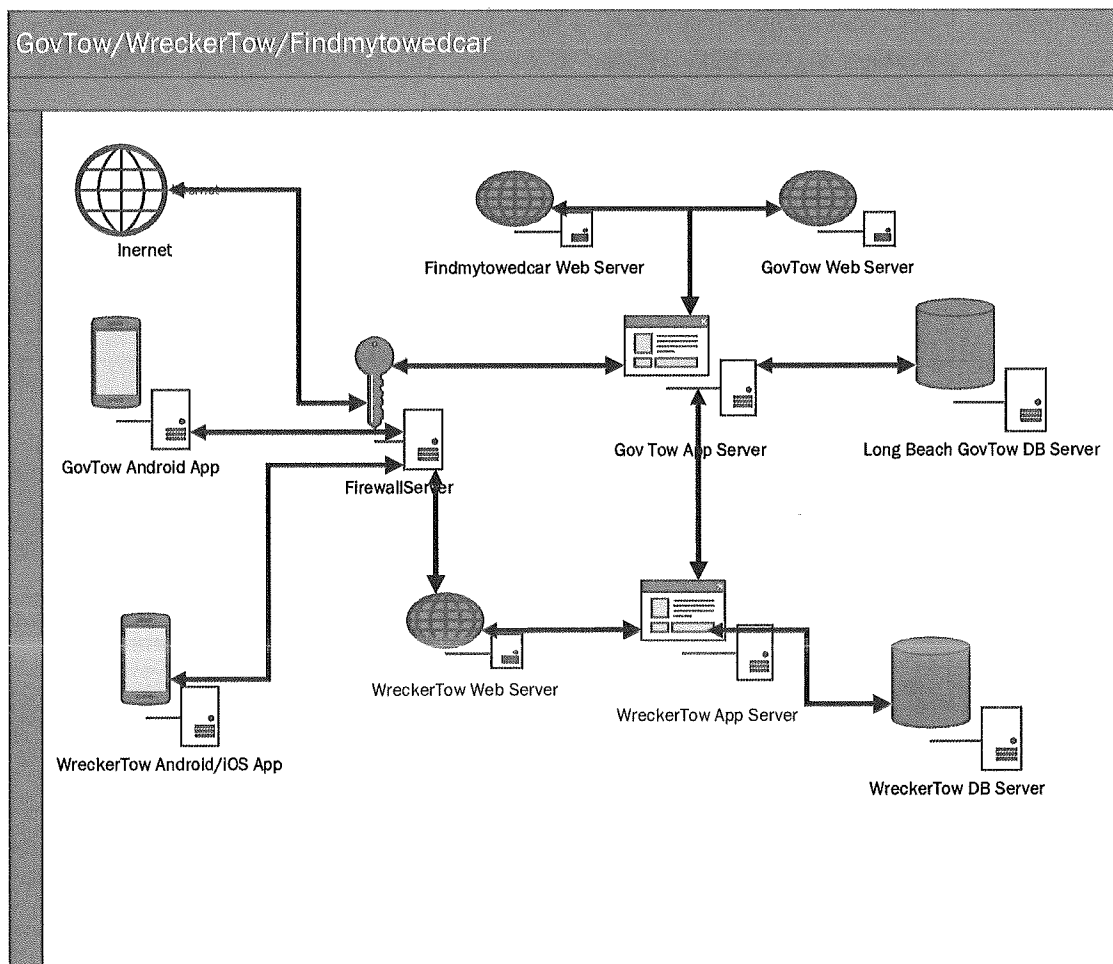


Proposed Solution, hardware/software (*Confidential*)

PROPOSED SYSTEM/SOLUTION

The proposed system is designed to allow any number of qualified tow companies to work with the city while allowing City users to create and manage dispatches and track tows within the city storage lot and across all private tow lots that are operating within the city jurisdiction. And allow citizens to search for their vehicles and allow them to submit any complaints they might have.

The following schematic demonstrates the overall system framework:



The above diagram explains having *three* cloud environments working seamlessly to allow access to all parties such as:

- Wrecker companies / Vehicle Storage Facilities
- City Department users



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- Citizens
- Bidders/buyers

On the three cloud-platforms; www.wreckertow.com, <https://longbeachca.govtow.com>, and www.findmytowedcar.org, and www.govtowauctions.com respectively.

The systems are hosted on SSL (Secured Socket Layer) to prevent intrusion and make access secured.

Additionally, the proposed system is role-based and allows specific tasks to be carried out by authorized personnel in doing their designated duty based on the privileges assigned to roles and roles are assigned to user accounts.

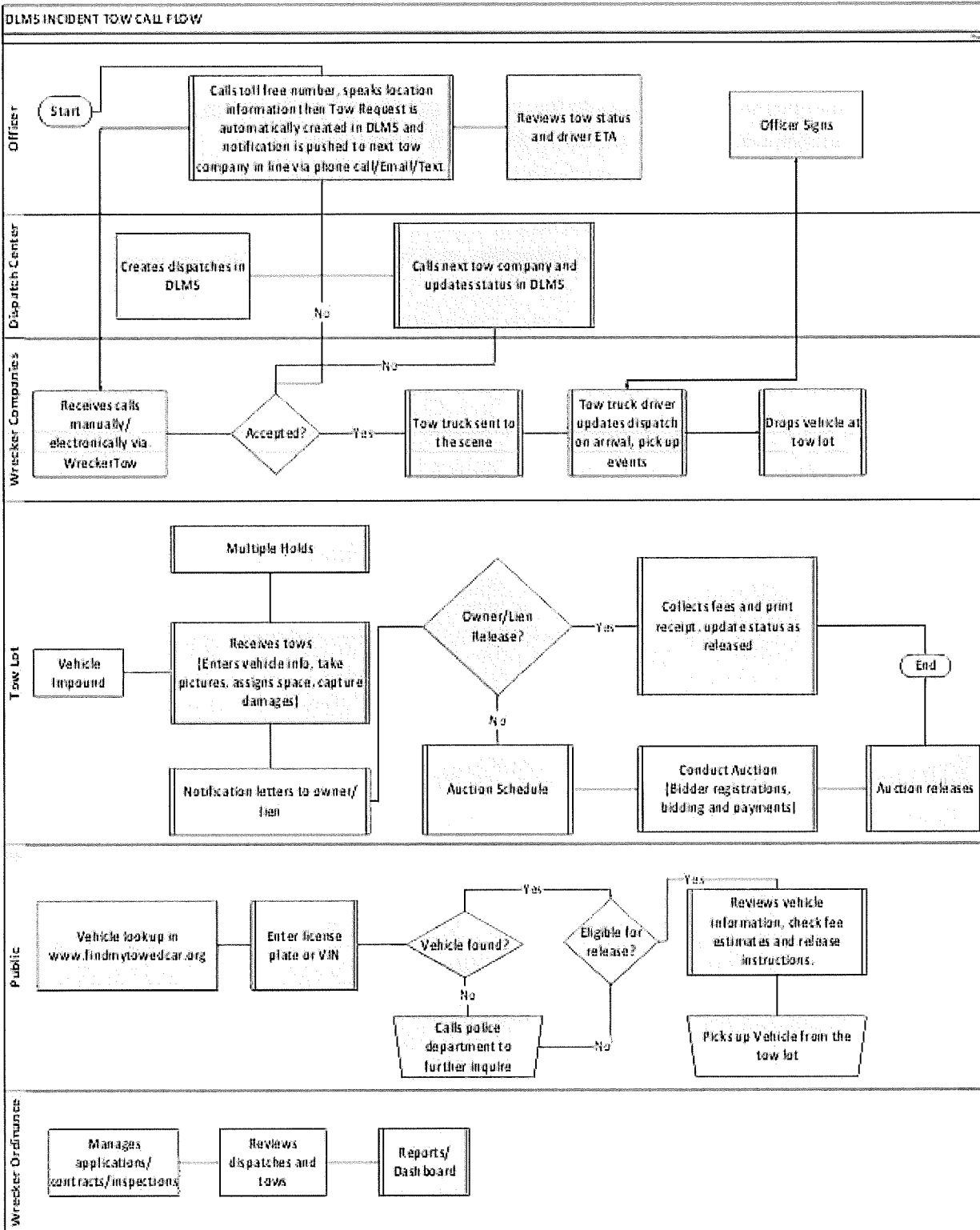
The system is intuitive, easy to use, and requires very little training to learn and use.

The following "Swim-Lane" describes the overall flow of process / data:



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SYSTEM CAPABILITIES

The proposed Dispatch and Lot Management System has the following functionalities:

General

- System is cloud based and hosted at Microsoft Azure platform
- System is accessible through over web browser and mobile devices
- System is browser independent; works on all browsers including, but not limited to, Internet Explorer/Edge, Chrome, Safari, and Firefox etc.
- System provide role-based access
- Uses a normalized and structured database and maintains referential integrity and cross references to various data objects such as Request ID, Dispatch ID, Tow ID, Crash ID, Incident Number etc.
- Facilitates reduction of multiple data entry of same data fields
- System supports access by multiple law enforcement agencies in a region simultaneously
- System is accessible by tow companies, agency personnel and citizens simultaneously
- System must be configurable and maintain county/agency specific tow companies and rotations
- System allows agency to approve tow in the jurisdiction
- Maintains agency specific rates, tow operators etc. are configurable by individual agency personnel (administrator)
- System is scalable to accommodate any size of towing operation, small to large
- Provide API (Application Programming Interfaces) to integrate with agency CAD/RMS environment and any other systems, if required
- Available as an app on a phone/tablet to be downloaded from Apple's App store or Google's Play Store
- Provides agency specific reports with configurable attributes
- Provides agency specific Data Analytics using canned reports or a 3rd party BI solution
- Provide VIN validation and VIN check functionalities
- Possible to link to state databases to obtain owner/lien holder information and stores in the system to generate letters
 - Maintain date/time stamp of all events with a tow



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- ALPR Technology integration to read license plates for Scofflaw violations
- Tightly integrated with Google Maps for GIS and GPS functions to facilitate locating tow operators within a region

Citizen Access (www.findmytowedcar.org)

- Citizen can access the web or use an app to search for their vehicle by entering various parameters such as VIN, License plate, year/make/model, and location, etc.
- Citizen can locate the storage facility on an interactive map
- Citizen can view estimated fees to release their vehicle
- Citizen, if required by the agency, will be able to pay online for their towing and storage fees including any citations
- Citizen can file a complaint against a tow company, storage lot or otherwise that can be resolved by the agency personnel
- Citizen can report incidents/Abandoned Vehicles through the web or app

Tow Company Management

- Allows wrecker companies to register on-line with individual access control
- Register all tow trucks with their identifiers such as Agency sticker #
- Register all drivers working for the tow company
- Agency can manage tow operators, tow company/truck inspections, and their pertinent data around tows in the region
- Manage rotation of tow companies by beat, zone, etc. with daily or round-robin rotation
- Add/remove tow operator from rotation (getting a tow) for any violations
- Monitor performance of tow companies from accepting a tow till dropping of the tow at the destination
- Monitors tow operator(s) on an integrated Google map and their routes for a tow

Tow Company Access (www.wreckertow.com)

- Manages drivers and trucks/equipment
- Download App to initiate, accept or reject tows
- Allow option to upload pictures and videos
- Allow agencies to accept/Reject tow companies



- Report changes to a tow (received at lot, released or auctioned) status
- Invoice city for all tow fees (if required by agency)

Agency Access (<https://city.govtow.com>)

Tow Company Management

- Manages Tow operators within its agency
- Allow agencies to remove from rotation for infractions
- Allow agencies to track inspections and citations to tow companies

Tow Request

- Create a tow request with location and number of vehicles involved
- Request can be created on web or App by the officer at the scene or by calling central dispatch
- Tow request can be created by a citizen or an attendant at agency over the web or using a smart phone/tablet
- Automatically route request to the agency officer for approvals, if needed.
- Officer has the option to view all tow trucks available near the incident on a map
- Officer can create a dispatch or call the dispatch clerk who will create a dispatch
- Tow company on rotation is assigned by system and notified over web and an automated telephone call

Tow Dispatch

- Multiple dispatches can be created for a single tow request
- Dispatch can be created without a request
- Officer / dispatch clerk assigns tow company on rotation, manually or on a map
- Tow company can accept/reject a dispatch through the web or on an App
- ETA (Expected Time of Arrival) can be presented to the officer-on-duty upon acceptance of dispatch by tow company
- Acceptance, Arrival, Hookup and Drop-off time stamps are maintained in the system to monitor tow company performance against towing contract



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- A dispatch can be converted to a single or multiple tow record(s) depending on the number of vehicles on a dispatch
- Rotation is based on a set rule specific to each agency and configurable by agency personnel
- Ability to track all cancelled dispatches by county/agency
- Ability to track all rejected dispatches by tow operator
- Provision for officers to view all available tow trucks in proximity of an incident on Google map
- Generate various dispatch reports and tow operator performance reports

Tow Entry

- Two records can be created directly in the system
- System supports tows for various reasons such as incident, accident, criminal and investigation related, relocations, confiscated, private property/trespass, and Repo tows in the system and reported as such
- System maintains tows taken and released by a tow operator and agency can generate reports on number of tows by each tow company within its jurisdiction
- All time stamps during towing is maintained for reporting and analysis
- Designated agency personnel can track the tow on a map
- Provision for uploading pictures and videos
- Provision for storing damages and inventory of contents inside a vehicle
- Manage all tower, storage lot and vehicle information on a single place
- Populate Geocode of tow truck driver and populate addresses automatically

Boots

- Maintains scofflaw list and identifies boot related vehicles by integrating with vehicle mounted LPR system
- Manages boot fees
- Converts boots to tow dispatches when desired time is reached and notifies dispatch center / tow operator automatically
- An operator can release boot upon payment by citizen

Abandoned Vehicle Processing



- Abandoned vehicles can be reported by citizens or agency personnel
- Allows agency personnel to create dispatches for abandoned vehicles after stipulated time expiry and reports to tow operator for removal from scene

Monitor Boots and Tows

- Monitors all towing activity within an agency
- Lists all tows by tow company and their status
- Manages complaints from citizens

Billing, Invoicing and Payments – this works both ways:

By Wrecker Company – Wrecker Company can invoice agency for the tows they make:

- Generate invoices for the tows they make for an agency
- Collaborate with agency on resolving disputes if any
- Reconciles payments

By Agency – Agency invoicing to wrecker company/storage lot

- Create monthly reports for each tower
- Disburse payments to tower and reconciles invoices
- Prepares invoices for AGENCY

Reports and Data Analytics

There are over 250 reports available for the city to use.

However, URI will make sure all city specific reports are available for city to conduct its operations:

- Provide request and dispatch detail reports
- Provide reports on tow companies rejections
- Provide reports on tow company performance a
- Provide tools for data analytics performed by individual agencies

Mobile Access

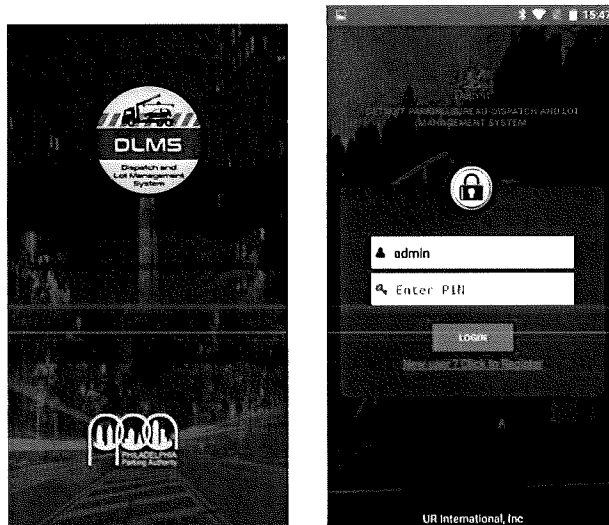


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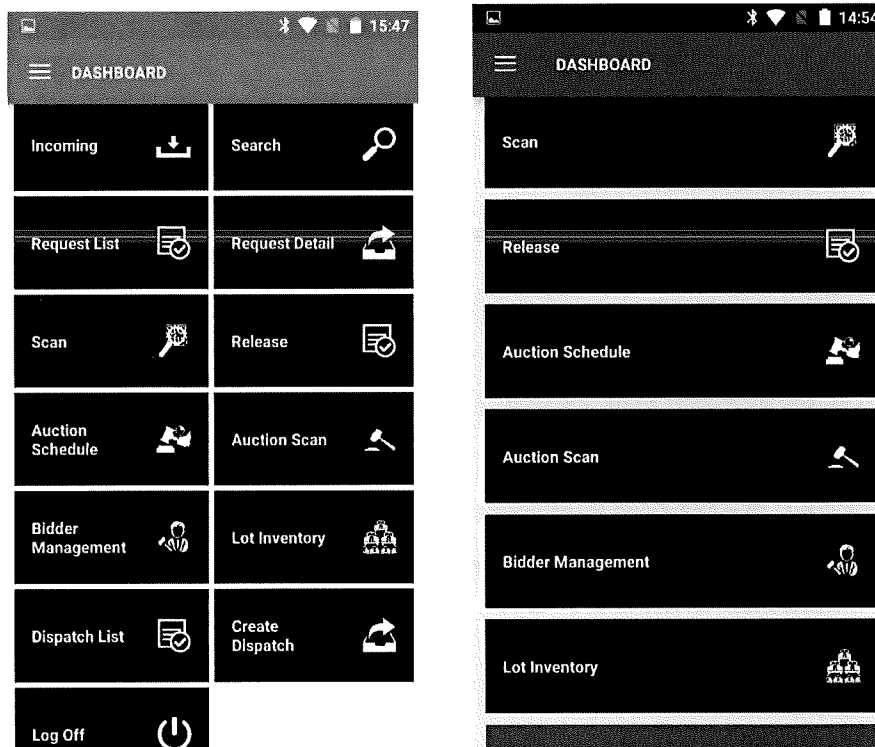
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The proposed system has a full functional mobile module for city and private tow operators. Some of the following screen images are taken from various implementations:

Following is a representative list of mobile screens tailored for individual agencies:

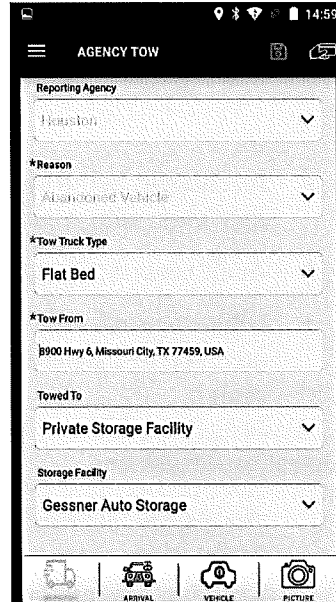
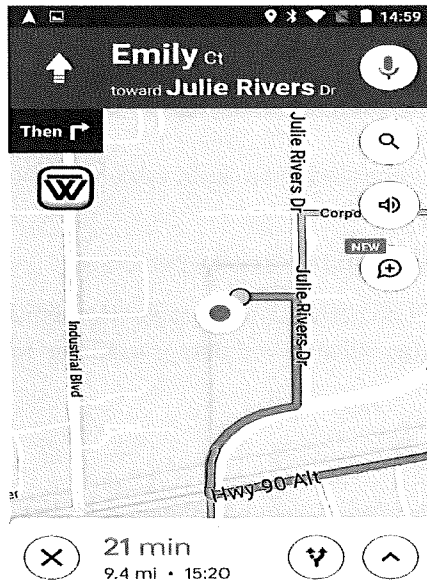


Once logged in the menu screen is shown as below:



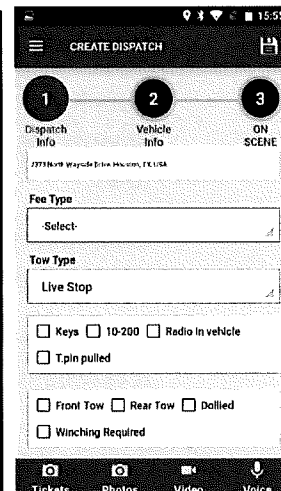
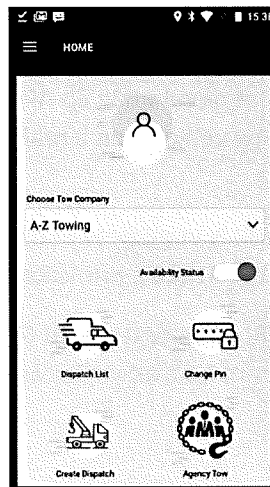


Each item in the menu represents a function the operator can perform using the mobile device.



Tow operator can use "Google" map on their mobile devices and perform functions using mobile devices such as Accept/Reject, Pick up, Drop-off etc. by clicking an icon as shown on the picture above.

Wrecker companies will have access to perform their tasks through the App as well. Some of their sample screens are shown below:





Using a mobile device, a tow operator can perform all tow related activities in the field.

Auditing and Archiving

- All changes in the system are recorded in an audit table with who changed what and when with what is changed
- Audit reports are available to designated agency personnel
- URI retains data for 7 years on an active data storage after which data is archived to a separate database. All archived data is available for agency to search.

Integration/Interface

The govtow platform uses latest Web-based Application Programming Interface (Web API) to integrate with several key systems at different clients. Some of the key interfaces are outlined below:

CAD – Computer Aided Dispatch systems are used for taking dispatch calls. URI has integrated with Intergraph’s Hexagon and Tiburon systems in reconciling dispatch and tow data between two systems on a real-time basis. URI has developed 6 – 7 interfaces using Web API to address client specific requirements. Currently URI is working on integrating with Motorola CAD systems.

TxDMV – URI has developed appropriate interface with Texas Department of Motor Vehicles (TxDMV) in obtaining vehicle / owner information on a real-time basis to populate a tow record.

Genetec – URI is developing an API with this License Plate Recognition system to identify scofflaw vehicles on a real-time basis and apply and/or release boots / tows.

Civicsmart – URI is in process of developing a web interface with Civicsmart ticket writers to initiate a one-click toing from these ticket writers.

G-Techna – URI has worked with G-Techna in developing interfaces to initiate tow request from a ticket writer and reconcile tow data with the ticketing system.



ETIMS- This system is used by several agencies in processing tickets. URI is developing 3 interfaces with ETIMS to reconcile tow data with tickets.

AutoProcess – This product is used by many agencies in Ticket / Scofflaw / Boot / Cashiering applications. URI has developed several interfaces to reconcile data between AutoProcess and Govtow (GOVTOW) depending on type of transaction. There are approximately 7 interfaces that are available for the city to choose from.

Govdeals – URI has integrated with this online auctioneer to send auction-schedule data and receive post-auction proceeds to reconcile and close tow records in the system.

USPS – URI is working in developing an interface to obtain certified mail status, electronically, through an automated interface with USPS to facilitate update to mailing status of letters.

E-Impound.com – URI has developed with Eimpound.com, developed by Locator Technologies, to obtain lien holder information and inform lien holders about a towed vehicle for prompt processing.

URI will be able to integrate with other external systems.



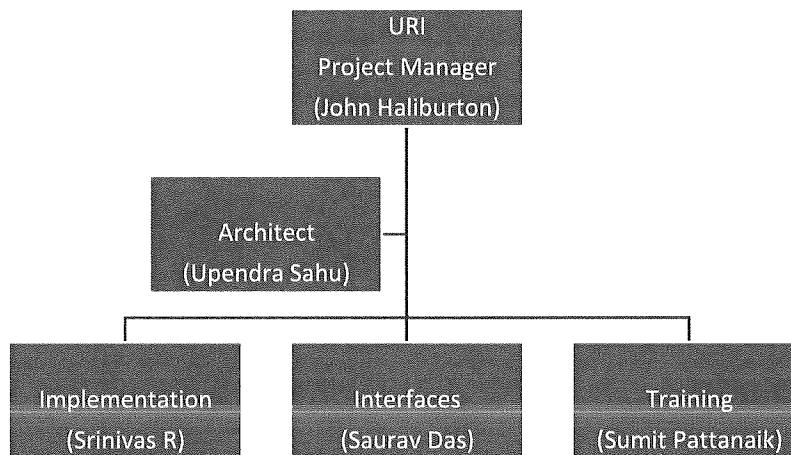
Implementation and Project Management Strategies

PROPOSED PROJECT ORGANIZATION

URI is proposing a strong team for this project. Individuals on this team are intimately involved in developing, implementing and enhancing the proposed systems, www.wreckertow.com, www.longbeachca.govtow.com and www.findmytowedcar.org, and the appropriate modules used for web and mobile devices.

The team has implemented these components for various cities and agencies across the United States and Canada.

Proposed URI project organization is as follows:



URI project manager will work under the direction and supervision of the Long Beach project manager.

John Haliburton (Project Manager) – John brings over 12 years of work and management for municipalities, law enforcement, and state / local government agencies in the areas of vehicle tow management, tracking, and dispatch for law enforcement and government initiated towing, private property non-consent towing, and cutting-edge best practices for lien holder and owner identification and notification. John will work as the liaison between CITY and URI in all account management activities.



John Holds a bachelor's degree from University of Georgia.

Upendra Sahu (Architect) - Upendra has provided first of its kind and modern vehicle tow management and dispatch web-based software solutions to the country's largest Cities including Houston, Philadelphia, Detroit, Washington DC, and a number of small and medium-sized cities and their towing providers and citizens. He also has over 25 years of consulting experience in the area. He has worked with several large consulting companies and provided consulting to fortune 50 companies around package (ERP) selection, ERP implementation, package enabled business process re-engineering and large-scale system implementation and design. Mr. Sahu has been instrumental in directing several web-based applications to solve major issues with business processes with large corporations, in a collaborative environment.

Srinivasa Naga (Technical Lead) - Srinivas has been working with URI for over 7 years and is intimately experienced and expert in implementing all URI systems and municipal towing processes. He will serve as an architect on this project. Sri will function as lead technologist leading and/or overseeing all development and configuration under John. He will be assisted by two to three additional developers on a part time basis to configure and deploy the property management system for Metro. Sri has been with URI for over six years, and is the chief developer for the proposed system, including its deployment for most of the cities such as Houston, Washington DC, Philadelphia, Detroit, Edmonton to name a few. Over this period, he has also been involved in a variety of engagements related to the deployment and enhancement of URI's facility management and asset management application suites as well as many of the other custom applications identified in our referenced projects. Srinivas is involved in more than 10 implementations and is leading development of the system for URI.

Sri holds a Bachelor of Technology in Computer Science and Engineering and is a Microsoft certified professional in ASP.NET. He is knowledgeable and highly proficient in a variety of web development and reporting tools as various other technical areas.

Saurav Das (DBA) - Saurav is a technical Data Base Administrator and programmer. Saurav will work on developing reports. Saurav is intimately familiar with the system since 2015 and has been an integral part of the development of the system and implementation at more than 6 cities.

Saurav holds a Masters in Information Systems from Texas A&M University.

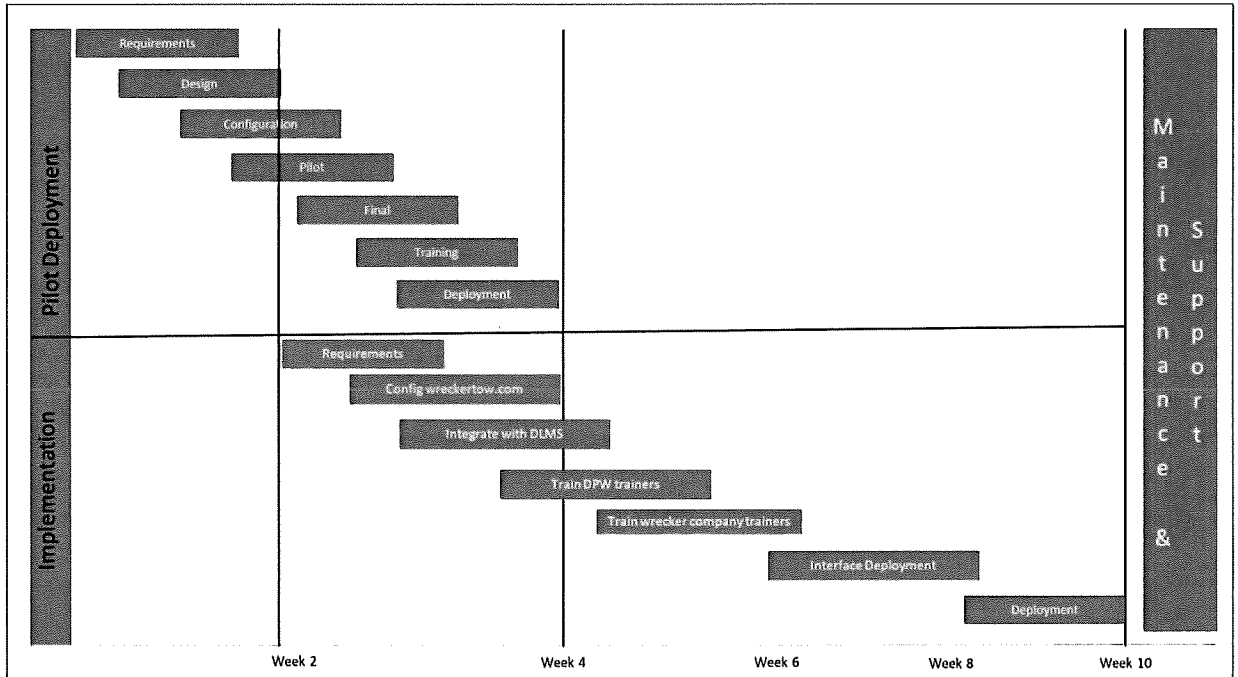
Sumit Pattanaik – Sumit is new to URI and in the short time he has gained sufficient understanding of the Dispatch and Lot Management System to lead the documentation and training effort. Sumit holds a bachelor's from University of Texas and a J.D. from University of Minnesota.

The URI team will work with CITY staff in ensuring proper implementation and rollout of the system.



PROPOSED IMPLEMENTATION METHODOLOGY

URI will use an agile methodology to deploy the product by modules in short releases. The Agile methodology is aligned, at a high level with CITY's two phase approach as shown below:



As shown in the high-level project schedule URI proposes to deploy the system within 10 weeks in two phases with the phase I taking 4 weeks and Phase II taking 6 weeks to deploy Impound Lot and Dispatch functions respectively. Tasks and deliverables are outlined below:

Task	Description	Deliverable	Duration
Requirement	During this step the team will gather detailed requirements by meeting with the Dispatch and Storage Lot staff to aid in designing and implementing the system.	Interview Notes Requirement Definition document	5 days



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Task	Description	Deliverable	Duration
Design	This step will constitute designing the process, screens, data elements and reports	Functional and Technical Design Documentation	5 Days
Configuration	This step will include configuring all static values, reports, screens and workflow to allow various city users to use their intended modules	City specific system	10 Days
Pilot	This will deploy a pilot system for the city users to use and test	System on cloud	0 Days
Final	This will be the system that is tested, and all bugs are fixed.	Complete system	5 Days
Training	This will include training of various city users and external tow companies on how to use their individual parts.	Training documentation	5 Days
Deployment	This includes deploying the system on a Production environment with city users using the system for their day-to-day operations.	Final system	10 Days
Maintenance & Support	This will include maintenance and support of the system remotely from URI's office.	On-going maintenance and support	On-going

Some of key aspects of implementation are provided below:



Kickoff/Project Charter:

The initial activity will be a kickoff meeting with appropriate CITY staff to establish administrative procedures and to have a clear mutual understanding of CITY's towing process, requirements and expectations. This meeting will also provide an understanding of the various information and

documentation that exists; the means to secure access to the information; and a review of CITY's workflow (business process structure). As part of this kickoff meeting, we will also focus on establishing the location hierarchy to be utilized in configuring the system.

Other items typically covered in the kickoff meeting include objectives, scope, policies/procedures, work breakdown structure, team members, and team structure (URI and CITY), control points, master schedule, milestones/stage gates, deliverables, reporting requirements, and other points of interest. The results of this meeting will be documented in a Project Charter.

Initial Configuration:

Based on our review of CITY's requirements URI's Web Notification Application in conjunction with the Dispatch module of the Dispatch and Lot Management System module will provide approximately 90% of the functionality CITY desires "right out of the box" with only minor configuration. The location hierarchy, however, must be configured to provide the logical navigation structure permitting CITY to view information at various levels, as well as to conform terminology, number of fields, nomenclature and other definitions to CITY's terminology and requirements. During this initial configuration effort, we will also document our understanding of the business process structure and other information provided from the kickoff meeting. This initial configuration will provide a prototype where CITY can evaluate how the system will function with its own structure and data. This configuration serves as the base point for a joint gap analysis between URI and CITY.

GAP Analysis/RAD Session 1:

Based on the initial configuration, a GAP analysis functional review will be held with key CITY users. Typically, a one to two-day meeting, this will be a working session allowing CITY staff to see what the system will provide with standard functionality and the CITY hierarchy, information, and workflow. All functionality and screens will be reviewed, and gaps identified between the available functionality and CITY's needs and desires, as well as any formatting considerations and navigation aids. The business process structure and workflow will also be reviewed and adjusted as necessary. The configuration release will be left with CITY as a



sandbox where users can continue to play with the system, gaining familiarity and being able to identify additional needs or points for clarification/configuration.

Blueprint:

Based upon the input resulting from the GAP Analysis/RAD session, URI will develop an overall blueprint for the final system configuration as well as a work breakdown structure, detailed schedule, and milestone dates.

Business Process Structure/Workflow Definition:

Again, based on the input resulting from the GAP Analysis/RAD session and other documentation provided, URI will develop a detailed functional workflow for the work processes and procedures involved. This business process structure will delineate all work activities, workflow, and system use in an integrated manner; and will essentially delineate how work should be done using the system.

Data/Documentation Load:

These are the activities to load existing CITY data, information, and documentation into the system and to validate the accuracy. To the extent possible, scripts will be written to automate the process. Where agreed necessary, this will include scanning and loading paper copies of pertinent/desired documentation.

Standard Reports:

Configuration and development will be undertaken on a priority listing of reports agreed to with CITY that will be the most beneficial and useful for the first release of the property management system. We anticipate this will include the various standard letters and supporting documentation that have been identified in the RFP as Attachment C. Standard reports are structure reports that can generally be called forth from a listing with information contained within the system self-populating.

Release 1 Pilot Configuration:

Release 1 will take about 6 weeks to deploy.

This set of activities will focus on incorporating the various configuration activities, information inputs, document loads, and standard report formats into the first operational release. This



release will be based on configuration efforts only and we would not anticipate undertaking any development activities for this release. As part of the configuration effort, all system tests will be completed and documented to help ensure that the system is functioning as intended. CITY is encouraged to participate in the various test scenarios. This release will be a functional release, CITY specific in taxonomy and terminology, and will be available for CITY's use as a business tool for the impound lot staff.

Release 2 Configuration

Release 2 will include all components of the project that includes interfaces and reports. This will be complete within 8 – 10 weeks and will involve all modules including interfaces.

Training Documentation:

In parallel and context with the configuration of the system for CITY, our user manual format will be converted to be CITY specific documentation reflecting the use of CITY's hierarchy, screens, reports, search options, and report generation. In addition, we will formalize the business process structure and the integration of system use into the business process structure. Documentation will be made available in both hard copy and electronic format.

User Training:

Depending on the approach CITY has selected (train-the-trainer or direct user training) URI will provide the necessary training to help ensure that the users understand the system and its use. URI is open to either (a) Train the trainer or (b) train all users depending on CITY's preference. Normal training is approximately eight to 16 hours.

Initial Rollout Timeline:

Release 1 will be made available for CITY within 6 weeks after the project start.

Release 2 will be made available for CITY within 10 weeks after the Release 1 deployment.

Other pertinent components of implementation approach are outlined below:

Project Status Reporting:



On a weekly basis or as desired by CITY, URI will issue a progress report detail work completed, schedule performance, issues, and other factors related to performance.

The overall success for the system providing the benefit CITY hopes to achieve will be directly related to the acceptance and use by the Users. This activity is based on our experience and focused to the user community. We have proposed issuing a monthly communication or event (e.g., brown bag luncheon) to keep the users informed of progress and provide previews of what to expect. Ideally, this activity is bi-directional and will also allow us to get user feedback especially while Release 2 is being developed.

Technology Landscape

The proposed system will use Microsoft's latest .Net framework, Angular JS5 and Android 5.0+ as underlying platforms.

MS SQL Server 2016 will be used as the underlying database and will reside in a server. IIS will be used as the web server.

URI proposes to use 3 distinct environments to support the project:

DEV – Development environment will be created to carry out all development activities. All functionality testing and other activities will be carried out in this environment.

TST – This environment will be used for QA. All clean code will be moved to this environment with representative data for users to carry out Unit, Integration, Regression and User Acceptance Testing. All training will be carried out in this environment.

PRD – This environment will be used as a production environment. No URI programmer will have access to this environment except a systems administrator. All users will be accessing this system to carry out their daily activities.

Data Migration / Conversion Approach

URI will be able to migrate existing data to its GOVTOW environment provided pertinent data is available in standard Excel or Text format.



Conversion steps will include, but not limited to, the following:

- Develop tools for data loading from MS-Access/Excel to the proposed system
- Stage raw data for cleansing
- Load look up tables
- Load master data including assets/vehicle, materials, employees etc.
- Load transaction data (if required)

URI will use these conversion programs on the DEV and TST environment prior to executing them on the PRD environment.

Project Management Tool

The team will utilize “MS Project” to develop and monitor all project plans for individual programs with specific milestones and sign-off dates.

Risk Mitigation

We anticipate the following risks during the project:

Risk Type	Mitigation	Comment
Issue Resolution	<ul style="list-style-type: none"> • All outstanding issues must be resolved within 72 hours (3 business days). • Involve the steering committee to resolve any outstanding issues that are not resolved on time 	<ul style="list-style-type: none"> • URI project manager will work with the CITY project team (functional, technical, legacy and other) to ensure issues are resolved on a timely manner.
System Availability	<ul style="list-style-type: none"> • Schedule maintenance activities during system down times 	<ul style="list-style-type: none"> • Planning activities and communicating the plan to all related parties will help alleviate this issue.

Communication Approach

Primary communication will be through e-mail. All key URI staff will have access to the CITY network and will have e-mail addresses. All developers will be provided with a cell phone for



emergency contacts. A list of developers and their cell phone numbers will be made available to all CITY project team.

PROPOSED TRAINING PLAN

The proposed system, www.longbeachca.govtow.com, or something similar, will be easy to understand and will be self-explanatory, intuitive and will need little training. However, transaction specific training and context-sensitive help will be provided on the web through simple guides.

Since training a large number of officers on the system will be time consuming, URI proposes "Train-the-trainer" approach whereby URI will train key CITY staff who then can train remaining users on the system according to their individual roles.

URI will train all 13 tow company representatives on their functionalities over a two-day session.

Additional training can be made available through web and on-line how to guides.

Standard structured training material will be published on the web for users to download and view "how-to" guide.

URI will train CITY systems administrator on all aspects of administrative activities.

URI will also train the city approved wrecker companies on their functionalities in www.wreckertow.com

In all cases, URI will provide context / transaction related documentation on the web.

WARRANTY, MAINTENANCE & SUPPORT STRATEGY

URI provides a 90-day warranty. During the warranty period any bugs will be fixed at no cost to the city.

System maintenance is focused on managing the hosted infrastructure and is generally straight forward. URI will perform all maintenance activities from its offices in Texas.

In case CITY chooses to host the system internally, then the system can be centrally located with one location serving all the CITY facilities. Our technical staff would typically be interfacing with the city IT team that would manage and maintain the system such that they would be highly knowledgeable of necessary actions prior to any formal training in preparation for go live. Such training would be held at the location where the hardware is to reside. URI will need access to city IT environment to support remotely. If required, URI team member(s) can visit to the city premises to fix any issues that cannot be resolved remotely.



Support Location: URI’s technical support staff is in its facility in Sugar Land, TX, which is located near Houston.

Technical Support Availability: Technical and system issues can be reported to URI’s support team 24 hours a day 7 days a week through to an e-mail to support@urinternational.com.

Contacting Technical Support:

Our technical support team is available 24 hours a day, 7 days a week, 365 days a year by e-mail.

Telephone support is limited to working hours between 8 AM and 5 PM central time.

Once a support request is entered in the system, an alert will be sent to our support team.

Response times:

- All emergency related items will be addressed within 4 hours
- All non-emergency related items will be addressed within 24 hours.

Issue Resolution: If the request is a bug-fix, though all bugs would have been fixed prior to go-live, URI will work on resolving the issue immediately and provide a delivery date and time depending on complexity of the issue.

Service Level Agreements

URI will address all requests as follows:

Level	Response time (mean)	Resolution Time (mean)
Emergency preventing system from operating	Within 4 hours	Within 8 hours
Non-emergency	Within 12 hours	Within 24 hours

Enhancement Request: If the requested item requires an enhancement, URI will estimate the effort and present to CITY management for approval prior to starting the work.

Based on the nature of work / request, URI will determine the time estimate to resolve a particular request and keep the client informed of the progress. URI will make sure these issues are prioritized and resolved on a timely manner.



Response to Attachment G

Following is our response to items in Attachment G of the RFP where URI has responded to the items with a reference number:

1. SOFTWARE AND INTEGRATION REQUIREMENTS

Item	Response
1.0	<p>URI is offering a cloud-based system with all functionalities outlined in this section that includes Dispatch, Lot Management, Release, Auction/Scrap processing and Tow operator interface in an integrated environment.</p> <p>The system can be configured to be implemented as an on-premises solution. However, it will require URI team to work with city IT to make it available as an on-premises solution.</p>
1.4	<p>Most of the fields outlined in Attachment J are already included in the system.</p> <p>URI will include remaining fields during implementation prior to Go live.</p>
1.5	<p>Most of the fields outlined in Attachment J are already included in the system.</p> <p>URI will include remaining fields during implementation prior to Go live.</p>
1.6	<p>An interface with iNovah has to be developed during implementation.</p> <p>URI has experience developing interfaces to payment systems like Duncan's Auto Process.</p>
1.7	<p>URI uses a combination of smart phone app and Google Map Services to track towing vehicles.</p> <p>URI will develop appropriate interface with city used Vehicle Tracking System if needed.</p>
1.8	<p>URI stores certain amount of tow truck tracking data.</p> <p>URI will build an interface if the existing data is not sufficient for CLB.</p>
1.9	<p>URI integrates with parking citation systems; CivicSmart, Gtechna and eTIMS</p> <p>URI will develop appropriate interface to CLB's parking ticket systems and database to obtain ticket information and reconcile payments.</p>
1.11	<p>URI utilizes service from DataOne that provides Year, Make, Model and Drive-type for a particular VIN.</p>
1.12	<p>URI performs spell check on multi-line text inputs.</p> <p>URI will include grammar and spell check during implementation.</p>



Item	Response
1.13	All comment fields, once entered, are non-editable. However, users are able to append to the comment/notes. A user with "Administrator" role will be able to edit text. All changes are audited and recorded in the system.
1.17	URI proposes a real-time interface with iNovah.
1.18	California Vehicle Code / California Civil Code may be configured in the system during implementation.
1.19	URI will make California Vehicle Codes and Civil Codes in the system for users to select from a drop down and a user with "Administrator" role will be able to edit the codes in the table.
1.22	There are several forms available in the proposed system. URI will configure these forms and add new forms during implementation.
1.27	URI system is available for an unlimited number of users.
1.28	URI has API's developed for Intergraph's Hexagon Tiburon and Motorola's P1 CAD systems. URI will configure existing and develop new interfaces, if needed, during implementation.
1.29	URI has integrated its system with Google's Map Services on a real-time basis. URI has also developed interfaces to ESRI's GIS environment. URI will work with the city in building appropriate interfaces with CLB GIS environment.
1.35	All California Vehicle Codes need to be added to the system and allow users to select from a drop-down list. If not there, system will allow someone to add a new code for future use.
1.36	URI will accommodate the following: <ul style="list-style-type: none">• Addition of new codes• Disablement of existing codes• Maintain historical data on additions/edits of these codes. Only authorize3d users will be able to perform such transactions in the system
1.37	URI will ensure the system to be compliant with CA DMV and CA Civil Codes in the towing, impounding, storage, lien sales and scrapping of stored vehicles. This conformance will be configured during implementation and available at go-live.



2. DISPATCH

Item	Response
2.3	Several fields can be auto filled. Some of the fields may have to be entered by the dispatcher.
2.4	URI will implement specific rules pertaining to cancelled calls and re-tow per CLB requirement.
2.9	Rules pertaining to re-tow and internal city tows will be configured during implementation. Other features such as special event tow requests etc. are available in the system.
2.11	All required fields are marked with an * and prompts users if they are not completed during data entry process.
2.12	This will require a real-time interface with the CLB ticket processing system. URI has built such interface with eTIMS, CivicSmart and Gtechna and will use the API.
2.13	This will require a user with "Administrator" role to configure various fees that will be used while calculating total fees in the system.

3. TOW OPERATOR

Item	Response
3.1	URI proposes either a tablet or a Smart Phone to have the appropriate app on the device. The device must have connectivity to internet through a cellular network by using a SIM card obtained from one of the major carriers.
3.2	This is achieved through an app or access to the appropriate website to access the system.
3.5	Real-time tracking of the handheld device is done through the SIM card and cellular connection. URI uses Google Map Services to track devices on a real-time map overlay.
3.7	URI proposes rugged handheld devices from Zebra or Honeywell to perform multiple functions including high intensity scanning with adverse weather conditions using thermal resin-based printers from Zebra.
3.10	Scanning barcodes can be achieved using modern smart phones with high resolution cameras or using special devices from Zebra (tc 26) or Honeywell (ct 60) scanners.



Item	Response
3.13	Data is updated instantly while the connectivity is present re with handheld device and the internet. In case of loss of connectivity, the data is stored locally until the next connection is available and is synchronized with the server.

4. LOT MANAGEMENT AND INVENTORY

Item	Response
4.1	<p>URI proposes either a tablet or a Smart Phone to have the appropriate app on the device.</p> <p>The device must have connectivity to internet through a cellular network by using a SIM card obtained from one of the major carriers or a Wi-Fi connection at the lot.</p> <p>A barcode/QR code can be printed upon intake of the vehicle.</p> <p>All pertinent data can be retrieved by scanning barcode/QR code</p>

5. VEHICLE RELEASES & FINANCIAL TRANSACTIONS

Item	Response
5.4	URI proposes TWAIN compliant scanner to scan DL and other documents directly to the tow record.
5.5	This requires an interface with city's Citation Management System.
5.6	For all "Hold" vehicles the system will prompt the user as such and not allow them either release or schedule for auction/lien-sale.
5.7	This will be achieved through an interface with iNovah.
5.8	Need to develop appropriate interface to obtain DMV data.
5.13	Need to understand this process prior to implementing.

6. LIEN SALES

Item	Response
6.2	Appropriate forms will be configured during implementation prior to go-live.



Item	Response
6.3	This will be achieved through an interface with iNovah.
6.5	URI will ensure compliance with California civil code, liens on vehicles, section 3067 – 3074 during implementation prior to go-live.
6.6	URI will ensure auto-fill of information pertaining to CA civil code 3071 – 3074 for Lien sale vehicles.
6.7	All Lien-sale forms will be configured prior to go-live during implementation.
6.8	This will require an interface with the CA DMV to obtain current owner(s), historical owner(s), registration status/registration suspension, respectively.
6.9	Software can print all documents such as letters etc. Automatic collating can be done using an external device. Mailing is possible with a real-time integration with USPS. All these will be implemented prior to go-live.
6.11	All lien-sale vehicles will be available to public through our auction website, www.govtowauctions.com . Potential buyers may also register to bid on such vehicles and bid online.
6.13	URI will digitize required forms during the implementation.
6.14	URI will configure its existing vehicle surrender form for the city. URI will develop a report showing all title surrenders for the city.
6.18	URI has developed similar forms for the states of TX, WI, PA and MD. URI will configure CA DMV Form REG-168A as a part of the implementation.

7. REPORTING REQUIREMENTS (STANDARD & AD HOC)

Item	Response
7.1	The proposed software has many (200 – 300) reports pertaining to individual modules to provide detail and summary results on dispatches, lot inventory, financial and other functions. URI will develop / configure city specific reports during implementation.



Item	Response
7.2	URI has developed such reports for sold vehicles and configure them specific to city of Long Beach.
7.3	Data is available and will be presented to the city in the form of a daily report. URI proposes a real-time interface to iNovah to push data from the proposed system.
7.4	URI will schedule these reports during implementation. However, all reports are available online for any user to generate them at any point in time.
7.5	URI uses Microsoft's SQL Server Reporting Services (SSRS) to develop reports. Same reports can be developed using Crystal Reports if the city chooses to do so.
7.8	URI will develop reports with pre-sorted order. URI will investigate and deploy sort feature on the report output.
7.9	URI has developed its own ad-hoc reporting tool that can be deployed during implementation. URI will make the data dictionary available to city if it chooses to use Crystal Reports.
7.10	This is available within the URI's ad-hoc reporting tool.
7.18	This report is not available and will be developed during implementation. Once developed, user may be able to export report results to a CSV or XLSX document.

8. SECURITY REQUIREMENTS

Item	Response
8.1	URI's proposed system is completely Role Based. URI will configure Administrator, Manager, Supervisor, Clerk, GSA II, Tow Operator, Lot Attendant, Dispatcher etc. during implementation. A user with "Administrator" role can create permissions, roles and users and assign roles to users in the system.
8.4	Tow Operator will have access through the mobile device where it can log-on to the system using their ID and a PIN.
8.6	URI will implement this policy during implementation.



Item	Response
8.7	URI will implement this policy during implementation.
8.8	URI will implement this policy during implementation.
8.9	This feature is not available in the base system. URI will enable this feature during implementation.
8.14	URI has implemented ample security within the system. URI will understand this requirement and implement it before go-live.
8.16	The proposed system is a cloud-based system that allows multiple windows to be open at any point in time.

9. CUSTOMER SUPPORT & TRAINING

Item	Response
9.1	URI provides phone support during 8 AM – 5 PM Central time. URI will implement a 24 x 7 support desk to comply with this requirement. <i>Note: There will be additional cost associated with this option.</i>
9.4	URI creates client specific training manuals and user instructions on how to use the system by user group. Training materials/documents will be available on paper as well as web.
9.7	URI will provide 2 – 4 weeks of online training for various staff. This training is scheduled twice, training key personnel prior to UAT and training all users
9.6	Typically, URI discusses key enhancements and improvement ideas that it learns from other client engagements. If agreed and accepted URI makes such enhancements available.
9.8	URI does not have significant presence in the CA region. Once several clients start using URI’s product, URI will schedule such regional user trainings.
9.9	The proposed system is intuitive and very user friendly. Once trained, users seem to have adopted to the system fairly quickly without significant amount of training and support. If required, URI will present “F1” based context sensitive help embedded into the system.



Resumes of Key Personnel



Upendra Sahu

Mr. Sahu has over twenty five years of experience in the areas of facility management and planning, supply chain management, developing and executing business strategies, product development, business process engineering, and project/program management and change management consulting to a diverse client base including K-12, Higher Education, Religious Organizations, City, County and States, Banking, Oil & Gas, manufacturing, and service sector industries.

Professional Experience

Director, UR International, Inc. (06/96 – Present)

UR International, Inc. is a leading facility consulting company based in Stafford, TX that provides consulting in the areas of Total Facility and Asset Management and Project and Program Management. Some of experience highlights include, but not limited to, the following:

Towing Management

For the past 11 years developing an integrated application to support all aspects of a Ticket-To-Two process including Dispatch, Lot Management, Auction/scrap processing etc. using web and mobile devices. Also managing implementation and support at all clients to ensure utmost client experience.

Facility and Asset Management

- Working with the facility management department of the *Miami Dade County Public Schools* in deploying a Deficiency Scoping Process to streamline the facility, maintenance, project and operational issues and their successful resolution cycle using a



Towing Business Operations Management Software

mixture of systems and process changes. Thus saving significant amount of staff time and cost.

- Working with the facility management department of the ***Orange County Public Schools in Orlando*** in deploying a process to collect, process, resolve and present work requests and work orders thus eliminating waste (12,000 hours per year) and improving process efficiency.
- Working with the Transportation Department of the ***Orange County Public Schools*** in deploying a comprehensive driver, bus and field trip management process through a web based system.
- Developed a long range capital plan for assets at ***Orange County Public Schools***.
- Developed and deployed a facility inspection process and system for ***Orange County Public Schools*** to facilitate custodial inspections in compliance with APPA guidelines.
- Developed and implemented a commissioning plan and inspection strategy for the Construction department of ***Orange County Public Schools***.
- Deployed a web based process at the Central Facility Services department at ***Houston Independent School District*** to streamline customer care department operations.
- Developed and deployed a facility inspection program at the ***Miami Dade County Public Schools***
- Implemented a process to automate the customer care process to take orders for the maintenance department of the ***Miami Dade County Public Schools***.
- Developed a program and deployed a system to collect spoiled and transferred goods for the Food and Nutrition Department at ***Houston Independent School District***
- Developed a framework for enhancing the audit functionality at the Food and Nutrition Department at the ***Houston Independent School District***.
- Developed a complete facility and asset management database for the ***Texas Southern University*** facilities pursuant to an assessment study conducted by a major engineering firm that includes facility hierarchy, assets and deficiencies.
- Deployed a comprehensive web based Facility and Asset Management system at ***Marathon Oil Company*** for their Houston facilities.
- Deployed a comprehensive web based Facility and Asset Management system at ***Archdiocese of Galveston and Houston*** for their diverse parishes, schools and other facilities
- Providing Facility and asset management due diligence to manage all assets and facilities including parishes, schools, and other facilities for ***Archdiocese of San Antonio***.
- Worked on several Facility Assessment projects including Broward County Public Schools (FL), Clark County Independent School District (NV), Pasadena ISD (TX), El



Towing Business Operations Management Software

Paso ISD (TX), Galena Park ISD (TX), Educational Facilities for the State of Arkansas (AR), Planning and Operations department for the State of Illinois (IL), British Petroleum Company and Dow Chemical Co.

Supply Chain Management

- Assisted a major city and a large school district in optimizing their procure-to-pay and vendor management processes.
- Deployed a RFP management system for the *Chicago Public Schools* to facilitate procurement of bonds and facilitation with financial institutions.

Technology Based Innovation

- Working with the *City of Houston* in deploying a RFID based system to track mobile assets (vehicles) for the Health and Human Services Division
- Deploying a technology based solution for the *Houston Police Department* to automate the towing process by coordinating with storage lots and provide citizens with a convenient way to locate towed vehicles conveniently.
- Directed the design, development and deployment of a web based case management system for *Texas Department of Criminal Justice*
- Directed the development of a complete web based *Facility and Asset Management System* to be used at major K-12, Higher Education, Religious Organizations, City/County Governments and Private Enterprises.
- Directed the development of a complete web based approach to automate transactional e-procurement processes (www.e-transaction.com) to reduce cost and increase productivity for major organizations.
- Directed the development of a comprehensive banking application to manage private banks and trust banks.
- Developed and deployed a web based RFP Management System (www.municentral.com)

Leadership Experience

- As a consultant, assisted several public sector enterprises including counties and several top school districts in the nation in re-engineering their facility assessment, construction and maintenance processes that resulted in major cost savings
- As a project manager, managed several large complex ERP implementations including but not limited to the following clients: Shell, Pennzoil, AKZO, Phillips Petroleum, and Union Carbide to provide change management, project/program management and



implementation services. Managed multiple clients and engagements simultaneously while achieving high standard of customer satisfaction

- Managed groups of various sizes for successful deployment of cutting edge applications and technologies across a diverse clientele that included succession planning and fair compensation
- Worked with high level executives to derive consensus, set strategies and redesigned processes for efficient utilization of technology in business
- Experience with corporate IT infrastructure, governance, security and management of IT resources
- As an Adjunct Professor at University of Houston taught graduate students on strategies on implementing complex IT solutions.

Sr. Manager, KPMG Peat Marwick, Houston (1995 – 1996)

- Worked with Senior Partners in establishing the ERP practice in Houston
- Managed a large package enabled re-engineering effort at AKZO-Nobel Catalyst and Surface Chemistry divisions and led a team to implement SAP R/3
- Guided senior management on building future business processes that aligned with the future growth
- Assisted the firm in acquiring new businesses by leading several large proposal efforts

Manager, Ernst & Young LLP, Houston (1994 – 1995)

- Worked with Senior Partners in expanding the ERP practice in Houston and developed an firm wide implementation methodology
- Managed large package enabled re-engineering efforts at Shell Chemical Company, Shell Oil Company, Phillips Petroleum, and Union Carbide Corporation.
- Worked with several potential large proposal initiatives for outsourcing and package enabled re-engineering efforts for some top companies.

Sr. Consultant, SHL Systemhouse, Inc., (1992 - 1993)

- Worked on several Strategic Master Planning initiatives with major Petrochemical, , Petroleum, discrete manufacturing and Pulp and Paper companies
- Took leadership role in a transformational outsourcing and ERP selection effort at a major global discrete manufacturing company
- Advised on several initiatives to implement Plant Design and Control systems to improve plan operational efficiencies for petrochemical and pulp and paper industries

Consultant/Manager, EDS Corporation (1989 – 1992)

- Worked on an outsourced client to support on engineering and manufacturing systems



- Member of an specialized group to start an ERP practice
- Worked on developing several IT master plans
- Built a SDLC methodology for implementing ERP systems

Systems Engineer, Construction Systems Associates, Inc. (1984 – 1987)

- Worked with a group of Engineers/Programmers to develop a complex engineering and a 3D plant design system
- Implemented the 3D plant design system at various global power, pulp and paper, nuclear and other process manufacturing companies

EDUCATION & PUBLICATIONS

MBA, University of Buffalo, Buffalo, NY 1989

MS - Mechanical Engineering, Tuskegee University, AL, 1984

BS - Mechanical Engineering, Regional Engineering College, Rourkela, India, 1980



SRINIVAS R. (SR. APPLICATION ANALYST)

- Over 15 years of experience in Analysis, Design and Development of web based applications and windows based using technologies like ASP.NET, C#, SQL Server 2005, VB.NET, ADO.NET, C++, VB 6.0, XML, XSD, JavaScript and HTML
- Above 7 years of experience in Facility Management and CMMS systems
- Expertise in MS-SQL Server 2000, MS-SQL Server 2005 as databases on Windows XP, 2003 platforms
- Expertise in Visual Studio 2005, SQL Server 2005, C# 2.0 and VB.Net 2.0
- Strong understanding of .Net Framework, JIT, CLR, GAC and GC
- Good understanding of .Net Concepts like Attributes, Reflection and Serialization
- Wide experience in developing business applications, specialized solutions & products
- Have profound debugging skills
- Expertise in Microsoft Business Intelligence tools like SSIS and SSRS
- Hands on experience on tools like Infragistics Controls, Microsoft Visio, Visual SourceSafe 6.0 and Microsoft Team Foundation System, Install shield

Technical Skills:

. Net Technologies	C#.NET, ASP.NET, VB.NET, ADO.NET, COM Integration
RDBMS	SQL SERVER 2005 & 2000
Platforms	Windows 2000, XP, 2003
Web Technologies	HTML, XML, Java Script, AJAX
Servers	IIS 5.1
Distributed Technologies	. Net Remoting, XML Web Services, Windows Services
Other Tools	SSRS 2005, SSIS 2005, Visio, Visual Source Safe, Microsoft Team Foundation Systems, Install shield, Adobe Flex Builder



New Areas .NET 3.5, WCF, WPF, LINQ, SQL Server 2008, ADO.NET Entity Framework, ADO.NET services

EDUCATION:

- B.Tech from Jawaharlal Nehru Technological University, India

PROFESSIONAL EXPERIENCE

UR International, Inc.

Dec 2010 – Present

Facility and Asset Management / Computerized Maintenance Management System

Client: Fort Bend County, Arch Diocese of Galveston Houston (Houston, TX) and Orange County Public Schools

Implement and support the Facility and Asset Management System at the Fort Bend County and Arch Diocese of Galveston Houston.

Develop and Implement a Compliance application for HIPAA Solutions, LLC.

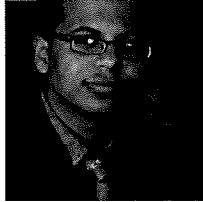
Environment: SQL Server 2005, C#.Net, ADO.NET, ASP.Net, XML, Visual Studio.NET 2005, Java Script, Html, IIS, Windows Server 2003, Microsoft Team Foundation System, Microsoft Business Intelligence (SSIS and SSRS)

Dispatch and Towing Management System

Client: Cities of Houston, Washington DC, Philadelphia, Milwaukee, Detroit, Pasadena, Corpus Christi, City of Edmonton and many more.

Involved in design, development, implement and support a web based towing management system, govtow, for the above cities. Manage all aspects of development, implementation, and support for all cities.

Environment: SQL Server 2005, C#.Net, ADO.NET, ASP.Net, XML, Visual Studio.NET 2005, Java Script, Html, IIS, Windows Server 2003, Microsoft Team Foundation System, Microsoft Business Intelligence (SSIS and SSRS)



SAURAV DAS

Project Management | Client Interaction | Developer | Database Management | Enterprise Search

Three years' experience in IT consultancy services. Extensive knowledge in application development, database management, search engine technologies and client interaction

EDUCATION

Mays Business School, Texas A&M University, College Station, TX May 2014

Master of Science in Management Information Systems, GPA: 3.1

Coursework: Data Mining and Warehousing, Corporate Information Planning, Information Systems Design

KIIT University, India May 2010

Bachelor of Technology in Electronics & Telecommunications Engineering, GPA: 3.5

TECHNICAL SKILLS

Languages: HTML, CSS, SQL, UML, PL/SQL, ASP.NET, JavaScript, PHP, JAVA, Ajax, J2EE

Database: Oracle 9i/10g, SQL Server 2005, MS Access, SQL and PL/SQL, SQL Server BI Suite

Software Packages: Informatica, MS Office Suite (Word, PowerPoint, Excel, Project, Visio, Access)

SAP modules: SAP Finance, Material Management, Sales & Distribution and Customer Relationship Management

PROFESSIONAL EXPERIENCE

UR International, Inc., Stafford, TX 77477 2015 – Present

Database Analyst

- Working on managing multiple client databases for the Towing Management System (govtow.com), wreckertow.com, findmytowedcar.com and govtowauctions.com
- Managing and administering Facility and Asset Management / CMMS databases for multiple clients

Texas A&M University, College Station, Texas Spring 2013-2015

Graduate Research Assistant - Department of Marketing

- Designed optimized **search engine architecture** and **ranking algorithm** aimed at performance of search results
- Developed web based enterprise application for business process design, content management and collaboration on similar grounds of **Microsoft SharePoint**

Vedanta Resources PLC (London Stock Exchange: VED) August 2010-May 2012



Assistant Manager

- **Client interaction** as a part of requirement gathering, design reviews, providing business solutions using Software engineering concepts and UML
- Conducted training and knowledge transfer sessions of a team of four members from departments of Operations, Marketing, Sales and Technologies, as the training and development lead for new inductees

IT Systems Analyst

- Analyzed legacy source systems and created a mapping to the SAP MaxDB target database schema
- Created data models, OLAP cubes and reports with near real-time retail data using Microsoft BI Suite and Informatica.
- Administered ETL from legacy systems to SAP MaxDB using Legacy System Migration Workbench tool. Database contained 1 million employee information, financial, Service Order Processing and Warranty Management data
- Performed Data quality assurance of target systems after each cycle of ETL process for detecting inconsistencies
- Analyzed and integrated the MES package into the existing SAP ERP system through SAP xMII application, closing the execution gap by migrating data between control hardware and SAP modules

PROJECTS

Design and Implementation of a Data Warehouse for a Retail Store Spring 2013

- Extracted, Transformed and Loaded the OLTP data into staging area using SQL Server Integration Services (SSIS)
- Created & analyzed the OLAP cubes using SSAS, SSRS and SAS JMP in order to answer questions relating to DFF's performance, product sales and impact of price changes on sales.

Advanced Database Management: IMDB Movie search and recommend Database Management System Fall 2012

- Designed data flow diagram and E-R diagram using MS Visio 2010 and generated forms and reports using Oracle 10g
- Implemented the Association algorithm for Data Mining and created excel dashboards using data analytic tools

CERTIFICATIONS

- ITIL V3 certified in ITSM (IT service Management), EXIN
- Six Sigma Green Belt certified for completing two DMADV projects with an estimated savings of \$185000



Assumptions

Following are high level assumptions to ensure successful deployment:

- URI will perform most of the design, development, configuration, and implementation activities from its offices in Texas.
- URI prefers to use Microsoft TEAMS collaborative tool for meetings and training of city personnel
- For interface development, city must facilitate respective vendor resources be available to work with URI consultants
- City subject matter experts be available during implementation to assist URI team in understanding requirements and performing Acceptance Testing
- City to assign a project manager/coordinator who will work with URI project manager on addressing project status and resolving issues on a timely manner
- URI will travel to city for requirement gathering, to understand processes and provide end-user training. However, URI will try to keep travel to a minimum



*Response to Request for Proposal For
Towing Business Operations Management Software*

RFP FS 21-023

URI Financial

URI is a privately held Sub Chapter S corporation registered in the state of Texas.

Copied below are last 3 years (2019, 2018 & 2017 respectively) financials.

Financials for FY 2020 is being prepared and URI will make them available as they are ready.

For any questions on URI's financials, please contact our accountant Joseph T. Joseph at (713) 271-3300.



Response to Request for Proposal For
Towing Business Operations Management Software

RFP FS 21-023

8303 S. W. Freeway, Suite 335
Houston, Texas 77074
josephjosephcpa@gmail.com

JOSEPH T. JOSEPH, P.C.
CERTIFIED PUBLIC ACCOUNTANT

Tel: (713) 271-3300
Fax: (713) 270-7048

UR INTERNATIONAL, INC
Balance Sheet
As of December 31, 2019

	Dec 31, 19
ASSETS	
Current Assets	
Checking/Savings	
1020 - Independent Bank - 0203	70,889.87
1025 - Merrill Lynch Bank - 7969	690.00
Total Checking/Savings	71,579.87
Total Current Assets	71,579.87
Fixed Assets	
2000 - Fixed Assets	
2010 - Automobile	65,344.71
2035 - Carpets	10,123.31
2040 - Furniture and Fixtures	6,133.67
2045 - Leasehold Improvement	5,558.64
2060 - Machinery & Equipment	285,801.98
2400 - Accu.. Depreciation	-328,728.19
Total 2000 - Fixed Assets	44,234.12
Total Fixed Assets	44,234.12
Other Assets	
2080 - Rent Deposits	3,696.88
Total Other Assets	3,696.88
TOTAL ASSETS	119,510.87
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3040 - Payroll Tax Payable	669.60
Total Other Current Liabilities	669.60
Total Current Liabilities	669.60
Long Term Liabilities	
4010 - Note Payable	81,000.00
Total Long Term Liabilities	81,000.00
Total Liabilities	81,669.60
Equity	
4050 - Common Stock	10,000.00
4070 - Loan from Shareholders	55,796.35
4880 - Retained Earnings	-13,083.72
Net Income	-14,871.36
Total Equity	37,841.27
TOTAL LIABILITIES & EQUITY	119,510.87



Towing Business Operations Management Software

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UR INTERNATIONAL, INC
Profit & Loss
January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
5000 · Income From Operations	
5010 · Consulting Income	1,159,285.95
Total 5000 · Income From Operations	1,159,285.95
Total Income	1,159,285.95
Cost of Goods Sold	
6000 · Cost of Goods Sold	
6020 · Outside Services	379,895.00
Total 6000 · Cost of Goods Sold	379,895.00
Total COGS	379,895.00
Gross Profit	779,390.95
Expense	
7040 · Automobile Expense	4,963.92
7050 · Bank Service Charges	720.98
7105 · Credit Card Fee	309.29
7110 · Depreciation Expense	1,000.00
7120 · Dues and Subscriptions	595.00
7140 · Insurance Health	27,514.42
7150 · Insurance Liability	13,424.94
7170 · Internet	7,472.57
7210 · Meals and Entertainment	13,461.16
7230 · Office Supplies	90,617.66
7370 · Postage and Delivery	258.39
7380 · Professional Fees	19,805.00
7390 · Rent Expense	25,014.58
7410 · Repairs and Maintenance	8,325.21
7420 · Salary Offices	60,000.00
7430 · Salary & Wages	390,788.35
7450 · Software	2,847.00
7510 · Taxes-Franchise	8,000.00
7520 · Taxes-Payroll	53,102.43
7560 · Telephone Expense	6,360.29
7580 · Travel Expense	44,208.40
7600 · Utilities	15,472.72
Total Expense	794,262.31
Net Ordinary Income	-14,871.36
Net Income	-14,871.36



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12:24 PM
12/09/19
Accrual Basis

U.R.INTERNATIONAL, INC
Balance Sheet
As of December 31, 2018

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	
1040 · CASH IN BANK - Independent O...	24,421.55
1060 · CASH - MERRILL LYNCH -7969	71,790.21
Total Checking/Savings	96,211.76
Total Current Assets	96,211.76
Fixed Assets	
2060 · Carpets	10,123.31
2070 · Furniture & Fixtures	6,133.67
2110 · Machines & Equipment	285,801.98
2190 · Autos & Trucks	65,344.71
2310 · Leasehold Improvement	5,558.64
2420 · Less ; Accumulated Depreciation	-327728.19
Total Fixed Assets	45,234.12
TOTAL ASSETS	141,445.88
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3050 · WITHHELD TAX - FEDERAL	7,733.25
4120 · Note Payable	81,000.00
Total Other Current Liabilities	88,733.25
Total Current Liabilities	88,733.25
Total Liabilities	88,733.25
Equity	
4070 · Loan Fron Shareholders	55,796.35
4560 · Common Stock	10,000.00
4880 · Retained Earnings	-15,569.14
Net Income	2,485.42
Total Equity	52,712.63
TOTAL LIABILITIES & EQUITY	141,445.88



Response to Request for Proposal For
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12:25 PM
12/09/19
Accrual Basis

U.R.INTERNATIONAL, INC
Profit & Loss
January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
5010 · Sales	
5020 · Consulting Income	1,605,351.63
Total 5010 · Sales	1,605,351.63
Total Income	1,605,351.63
Cost of Goods Sold	
6050 · Purchases	
6060 · Outside Services	759,862.41
Total 6050 · Purchases	759,862.41
Total COGS	759,862.41
Gross Profit	845,489.22
Expense	
Payroll Expenses	
7490 · Officer's Compensati...	60,000.00
7590 · Salaries & Wages	481,280.52
8450 · PR Tax Expense	30,709.81
Total Payroll Expenses	571,990.33
7630 · Automobile Expense	4,629.11
7660 · Bank Service Charges	555.00
7750 · Depreciation Expense	1,109.00
7790 · Dues and Subscriptions	570.00
7792 · Office Expenses	
8110 · Office Supplies	57,907.79
8190 · Postage and Delivery	486.29
Total 7792 · Office Expenses	58,394.08
7795 · Insurance	
7900 · Health Insurance	24,577.31
7910 · Liability Insurance	12,926.04
Total 7795 · Insurance	37,503.35
7810 · Meals and Entertainme...	10,021.46
8230 · Rent	94,000.00
8280 · Repairs	41.33
8490 · Software Exp	2,808.39
8510 · Tax- State Franchise	7,500.00
8560 · Travel	24,396.99



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12:25 PM
12/09/19
Accrual Basis

U.R.INTERNATIONAL, INC
Profit & Loss
January through December 2018

	Jan - Dec 18
8570 · Professional Fees	
8010 · Accounting	2,700.00
8020 · Legal Fees	8,305.00
	<hr/>
Total 8570 · Professional Fees	11,005.00
8650 · Taxes	
8520 · Taxes-Property	81.12
	<hr/>
Total 8650 · Taxes	81.12
8670 · Telephone	
6662 · Telephone & Internet	13,472.69
	<hr/>
Total 8670 · Telephone	13,472.69
8700 · Utilities	4,925.95
	<hr/>
Total Expense	843,003.80
	<hr/>
Net Ordinary Income	2,485.42
	<hr/>
Net Income	2,485.42
	<hr/> <hr/>



Response to Request for Proposal For
Towing Business Operations Management Software

RFP FS 21-023

U.R.INTERNATIONAL, INC
Balance Sheet
As of December 31, 2017

	<u>Dec 31, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
1040 · CASH IN BANK - Independent 0203	-24,303.53
1060 · CASH - MERRILL LYNCH -7969	<u>71,790.21</u>
Total Checking/Savings	<u>47,486.68</u>
Total Current Assets	47,486.68
Fixed Assets	
2060 · Carpets	10,123.31
2070 · Furniture & Fixtures	6,133.67
2110 · Machines & Equipment	285,801.98
2190 · Autos & Trucks	65,344.71
2310 · Leasehold Improvement	5,558.64
2420 · Less ; Accumulated Depreciation	<u>-326,619.19</u>
Total Fixed Assets	<u>46,343.12</u>
TOTAL ASSETS	<u><u>93,829.80</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3050 · WITHHELD TAX - FEDERAL	12,602.59
4120 · Note Payable	<u>81,000.00</u>
Total Other Current Liabilities	<u>93,602.59</u>
Total Current Liabilities	<u>93,602.59</u>
Total Liabilities	93,602.59
Equity	
4070 · Loan From Shareholders	5,796.35
4560 · Common Stock	10,000.00
4880 · Retained Earnings	38,465.11
Net Income	<u>-54,034.25</u>
Total Equity	<u>227.21</u>
TOTAL LIABILITIES & EQUITY	<u><u>93,829.80</u></u>



Response to Request for Proposal For
Towing Business Operations Management Software

RFP FS 21-023

U.R.INTERNATIONAL, INC
Profit & Loss
January through December 2017

	<u>Jan - Dec 17</u>
Ordinary Income/Expense	
Income	
5010 · Sales	
5020 · Consulting Income	<u>1,884,389.17</u>
Total 5010 · Sales	<u>1,884,389.17</u>
Total Income	<u>1,884,389.17</u>
Cost of Goods Sold	
6050 · Purchases	
6060 · Outside Services	<u>812,984.80</u>
Total 6050 · Purchases	<u>812,984.80</u>
Total COGS	<u>812,984.80</u>
Gross Profit	<u>1,071,404.37</u>
Expense	
Payroll Expenses	
7490 · Officer's Compensation	60,000.00
7590 · Salaries & Wages	636,924.16
8450 · PR Tax Expense	<u>53,978.48</u>
Total Payroll Expenses	750,902.64
6180 · Insurance	
7900 · Health Insurance	47,101.90
7910 · Liability Insurance	<u>14,660.96</u>
Total 6180 · Insurance	61,762.86
6300 · Office Expenses	
8110 · Office Supplies	428.41
8190 · Postage and Delivery	110.21
6300 · Office Expenses - Other	<u>38,290.38</u>
Total 6300 · Office Expenses	38,829.00
6570 · Professional Fees	
8010 · Accounting	6,500.00
8020 · Legal Fees	<u>11,378.68</u>
Total 6570 · Professional Fees	17,878.68
6650 · Taxes	
8520 · Taxes-Property	<u>74.55</u>
Total 6650 · Taxes	74.55



Response to Request for Proposal For
Towing Business Operations Management Software

RFP FS 21-023

U.R.INTERNATIONAL, INC
Profit & Loss
January through December 2017

	<u>Jan - Dec 17</u>
6660 · Telephone	
6662 · Telephone & Internet - Office	15,338.46
Total 6660 · Telephone	15,338.46
7600 · Advertising & Promotion	650.00
7630 · Automobile Expense	12,360.15
7635 · Parking Expense	974.28
7660 · Bank Service Charges	280.00
7750 · Depreciation Expense	1,651.00
7790 · Dues and Subscriptions	450.00
7810 · Meals and Entertainment	
7820 · Meals & Entertainment	9,920.24
Total 7810 · Meals and Entertainment	9,920.24
8230 · Rent	185,000.00
8280 · Repairs	1,000.00
8290 · Software Exp	6,135.52
8510 · Tax- State Franchise	7,322.00
8511 · Tax- Other	500.44
8560 · Travel	12,820.16
8600 · Utilities	
8620 · Water	1,588.64
Total 8600 · Utilities	1,588.64
Total Expense	1,125,438.62
Net Ordinary Income	-54,034.25
Net Income	-54,034.25



Addenda

Signed Addendum 1



City of Long Beach

Department of Financial Management
Purchasing Division
411 W Ocean Blvd. 6th floor, Long Beach, California 90802
p 562.570.6200

February 25, 2021

NOTICE TO PROPOSERS

ADDENDUM NO. 1:

RFP No. FS 21-0223
Towing Business Operations Management Software

This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

1. Q: What CAD system is used by the City?
A: The city is currently using AutoCad.
2. Q: Are all tow dispatches entered in the CAD system and has an associate incident/call number?
A: Yes, all tow dispatches will be entered onto the software mounted on the server, via the dispatch module and subsequent data updated via wireless communication from the tow operators. The towing record number system is sequential and should automatically increase from the last towing invoice number issued for a call for service.
3. What GIS platform is used?
A: The city currently uses CityWorks.
4. What Vehicle Tracking System is used?
A: Geotab is the system currently in use by the city
5. How are tow vehicles tracked now?
A: The Geotab vehicle tracking system is in use on all city vehicles. This would include towing vehicles.
6. What Vehicle Data Collection System is used?
A: Geotab collects the vehicle data that is available via the onboard vehicle computer.
7. What type of vehicle data collected and stored?
A: Though vehicle and driver data is available and collectable, it is currently not stored until union agreements are established with the city's stake holders.
8. What parking citation system/database is used?



Towing Business Operations Management Software

A: The current vendor to the city is DataTicket and it is a host system.

9. What type of devices used for writing tickets? Android? iOS?

A: Due to State of California regulations, towing operators cannot write citations. That responsibility is assigned to another department / division within the city.

10. Is the city open to having the system hosted on the cloud instead of an on-premise solution?

A: Yes, the city's technology and innovation department has expressed that there is a preference to have vendor host systems in place when feasible. Though the RFP is very specific on the intent of the city as it relates to the software system location. Under Software & Integration Requirements it states, "The software shall be on premise...." The city has discovered that on premise systems have begun to over burden technology and innovation resources and have requested that vendors for this RFP provide a quote for both, on premise and hosted solutions.

11.1.0 - Will the City consider a cloud-based SaaS offering? 1.0 specifies an On-Premise system.

A: Please reference the answer to Question number 10.

Q: 1.7 - What system is currently in use by the CLB?

A: Please reference the answer to Question number 6.

12.1.8 - What are your expectations of, and how do you intend to use, the driving habits being recorded in the towing management system? Are these driving habit events recorded in the system described in 1.7? And does this system allow API access to retrieve this information?

A: The intent of this ability is to be able to track the tow vehicles and see their location within the city. This would allow the dispatcher to assign a tow vehicle that is shown as available and is closest to the call requested.

Regarding access to any city vehicle data collected from the GeoTab system, should there be data required beyond real time vehicle location, the vendor will have access to that data in GeoTab.

13.1.10 - Can you offer an example?

A: PDF, or CSV returned data was what was in mind. It was the intent to provide impound data to a citizen when querying the software as to the status of their vehicle. It was the intent that public exportable data from the software result in a compatible web exportable or locally printable format.

14.1.29 and other - For the purpose of pricing - can you summarize a full list of systems where you require interface or integrations? Above and beyond GIS systems?

A: The only "city" system integration that will be necessary would be integration with the city's iNovah cashiering software. Currently, there is an external DataLink/Trans Union interface with the XILYXIS Tow Administrator software to populate vehicle owner history information for the lien sales software module.



15.8.13 - Single Sign-On for non-towing personnel only. Can you clarify as typically the systems will require this type of access for all users? In an earlier section access was defined as username/password.

A: The systems involved with this type of sign on will be related to the personnel assigned in the dispatch module, cash handling, impound inventory and lien sale modules.

PREPARED BY: Michelle King, Buyer II

ACKNOWLEDGED BY: UR International, Inc.
Company Name
UPENDRA SAHU President
Print Name Title
[Signature] 3/2/2021
Signature Date

EXHIBIT B
RATES AND CHARGES

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CHARLES PARKIN, City Attorney
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Lana Beach, CA 90802-4664



*Response to Request for Proposal For
Towing Business Operations Management Software – Cost Proposal*

RFP FS 21-023



City of Long Beach
Request for Proposal RFP FS 21-023
For
Towing Business Operations Management Software

Cost Proposal

By

UR International, Inc.
10701 Corporate Dr., Suite 377, Stafford, TX 77477



*Response to Request for Proposal For
Towing Business Operations Management Software – Cost Proposal*

RFP FS 21-023

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 Recurring Cost (monthly) 5

Hosted within City environment 6

 One-time Cost 6

 Recurring Cost (monthly) 6

Cost Assumptions 7



Summary

The proposed system is a cloud-based system that is hosted on Microsoft's Azure Government Cloud platform.

Hosting internally within the city infrastructure may pose several challenges in opening certain ports for communication between the city system to public site(s) for citizens, tow companies and bidders/buyers, respectively.

In this section we are offering two costing scenarios:

- Hosted on Azure Government Cloud (preferred) – whereby all websites will be hosted on Microsoft's Azure Government Cloud environment. City will purchase any hand-held device and associated cellular connectivity.
- Hosted within the city environment – whereby the system will be hosted within city's IT environment.

In each case there will be a need for two types of costs:

- One-time cost (to be paid during implementation)

Following are one time cost components:

- Base configuration of the system
- Interface(s)
- Data Conversion
- Training & Documentation
- Travel related and
- Hardware

- Recurring cost (monthly)

Following are recurring cost components:

- License
- Hosting
- Maintenance
- Support



Towing Business Operations Management Software – Cost Proposal

Option 1 - Hosted on Azure Government Cloud (Preferred)

One-time Cost

Following is an outline of various one-time cost components:

Item	Quantity	Unit Price	Amount
Base system configuration	880 hrs	\$100/Hr.	\$88,000
Dispatch	320		
Storage	320		
Auction and Scrap	240		
Interfaces*	80 hrs	\$100/Hr.	\$8,000
iNovah Interface	80		
<i>Parking Citation Database/System (Optional)</i>	<i>80</i>		
<i>Vehicle Tracking System (Optional)</i>	<i>80</i>		
<i>Vehicle Data Collection System (Optional)</i>	<i>80</i>		
<i>California DMV Interface (Optional)</i>	<i>160</i>		
<i>GIS** (Optional)</i>	<i>160</i>		
<i>CAD** (Optional)</i>	<i>160</i>		
Implementation Items	280 hrs	\$100/Hr.	\$28,000
Testing (Integration & User Acceptance)	80		
Training (Documentation & Training)	120		
Data Conversion	80		
Project Management	160	\$125/Hr.	\$20,000
Travel***	15 trips	\$1,500/trip	\$22,500
Total one-time cost			\$166,500

Note: Above estimate includes iNovah interface only. However, URI has provided estimates for developing other possible interfaces to fully automate processes.



Towing Business Operations Management Software – Cost Proposal

**Does not include estimates from vendor company. It is our understanding that only iNovah is in scope. Other interfaces are possible, and an estimate is provided.*

*** Depends on the extent of interface. Estimate subject to change.*

**** Assuming 15 person trips during the deployment of the system*

Hardware Cost

Following is a list of appropriate hardware components and associated supplies for one year.

Item	Description	Quantity	Estimate Cost/Unit	Amount
1	Zebra printer to print 4x6 barcodes/QR Codes	1	\$1,600.00	\$1,600.00
2	Printer warranty & support for 3 years	3	\$300.00	\$900.00
3	Printing supplies (label & ribbon for the 1 st year)	12 sets	\$700.00	\$8,400.00
4	Zebra T26 hand-held scanners (4)	4	\$700.00	\$2,800.00
5	Desktop scanners	3	\$500.00	\$1,500.00
	Total estimate hardware cost*			\$15,200.00

**This is an estimate and subject to change during implementation.*

Recurring Cost (monthly)

Following is an outline of various recurring cost components:

Item	Amount
Hosting	\$1,200/Month
License, Maintenance & support between 8AM – 7 PM Central Time	\$4.00/Tow
Google mapping services for driver locator and dispatch	At cost from Google
Online Auction Module (www.govtowauction.com)	3% of auction proceeds
Extended hour support (7 PM – 8 AM) - Offsite (13 hours per day * 365 days per year * \$40 per hour)	\$15,800 per month



Hosted within City environment

One-time Cost

Following is an outline of various one-time cost components:

Item	Quantity	Unit Price	Amount
System implementation cost (as shown in previous option)			\$166,500
Onsite system installation and setup	160	\$100/Hr.	\$16,000
Hardware (Servers)	0	0	0
Servers (Production)	3	\$6,000	\$18,000
Servers (QA & Training)	2	\$6,000	\$12,000
Servers (Development)	1	\$6,000	\$6,000
Hardware (Impound lot related items as specified in the previous section)			\$15,200
Total one-time cost			\$233,700

Recurring Cost (monthly)

Following is an outline of various recurring cost components:

Item	Amount
Hosting	\$1,200/Month
License, Maintenance & support between 8AM – 7 PM Central Time	\$4.00/Tow
Google mapping services for driver locator and dispatch	At cost from Google
Online Auction Module (www.govtowauction.com)	3% of auction proceeds
Extended hour support (7 PM – 8 AM) - Offsite (13 hours per day * 365 days per year * \$40 per hour)	\$15,800 per month
Server support cost (Remote support) – 60 hours per month @ \$80/hour	\$4,800 per month



Note: All pricing components are negotiable except hardware. URI will reach a mutually negotiated price if chosen to work with the city

Cost Assumptions

Following are the assumptions made in estimating the cost:

- Majority of implementation activities will be carried out from our offices in Texas with a few trips to the site to understand process and meetings, though majority of such meetings can be accomplished using web tools such as Microsoft TEAMS.
- Travel related expense is an estimate and subject to change with actual costs incurred while adhering to city travel policies
- All hardware cost is subject to change depending on actual cost at the time of purchase.
- Interface related estimate is provided only for iNovah. However, URI has provided estimates for other possible interfaces. Cost includes estimated hours for URI resources only. Cost associated with the vendor company (for example iNovah etc.) is not included in this estimate.
- Utilize city's license with Microsoft for SQL Server database
- Cost does not include any desktop/laptop that needs to be replaced
- City will provide hand-held devices with appropriate connectivity to cellular services and Wi-Fi

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EXHIBIT C

CITY'S REPRESENTATIVE

ROBERT GIVENS
Superintendent
Towing & Lien Sales, Fleet
Financial Management Department

EXHIBIT D

Materials/Information Furnished:

Software & Services

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EXHIBIT E

Contractor's Key Employee:

**UPENDRA SAHU
President
UR International, Inc.**

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