



PO Box 5695
Chattanooga, TN 37406
Jeff Pesnell, COO
(423)-664-1302
jeff.pesnell@txisystems.com

Response to Solicitation
by Region 14 Education Service Center
For Auto Impound Management
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP #05-19





Date: 03/14/2019

Re: RFP 05-19 Auto Pound Management

To: NCPA

Thank you for the opportunity to respond to your RFP. Our company, TXI Systems, provides comprehensive and robust software solutions in support of towing management for cities, law enforcement and private companies. Our systems span across all parties involved offering a transparent, efficient, and accountable software solution for the entire towing and impound event.

We currently work with hundreds of local towing and management companies, as well as cities and law enforcement agencies in support of municipal towing and impound contracts.

Our team is extremely capable and prepared to deliver solutions that will increase efficiency, allow complete accountability, and provide full transparency to Cities, Counties, and Law Enforcement Agencies. Our team represents more than 100 years of experience in towing and technology—specifically in Towing and Impound Management Solutions.

We believe we can offer the best commercial solution on the market.

We feel confident you will find TXI Systems, Inc. to be a qualified and experienced source for towing management services.

Thank you for your consideration.

Submitted By:

TXI Systems, Inc.
PO Box 5695
Chattanooga, TN 37406
423-664-1302

A handwritten signature in blue ink, appearing to read "Jeff Pesnell", written over a light blue rectangular background.

Jeff Pesnell

Tab 1 – Master Agreement

General Terms and Conditions

Ø Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Ø Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Ø Renewal of Contract

- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Ø Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Ø Shipments (if applicable)

- The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Ø Tax Exempt Status

- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Ø Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Ø Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Ø Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Ø Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

Ø Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Ø Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Ø Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Ø Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Ø Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Ø Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

Ø Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Ø Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Ø Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Ø Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Ø Contract Administration

- The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Ø Contract Term

- The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
- It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Ø Contract Waiver

- Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Ø Products and Services additions

- Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

Ø Competitive Range

- It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Ø Deviations and Exceptions

- Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Ø Estimated Quantities

- The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 - \$20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

Ø Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Ø Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

Ø NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Ø Clarifications /Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Ø Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Ø Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

Ø Pricing (40 points)

➤ Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ø Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

Ø References (15 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

Ø Technology for Supporting the Program (10 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

Ø Value Added Services Description, Products and/or Services (10 points)

- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company Name TXI Systems, Inc.

Address PO Box 5695

City/State/Zip Chattanooga, TN 37406

Telephone No. 423-664-1302

Fax No 866-799-0261

Email Address jeff.pesnell@txisystems.com

Printed Name Jeff Pesnell

Position COO

Auth. Signature 

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____ April 1, 2019 _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ TXI Systems, Inc. _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____ April 1, 2019 _____, referenced as Contract Number _____ 05-32 _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Auto Impound Management;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

Ø General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Ø Term of Agreement

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Ø Fees and Reporting

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.


<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


Ø General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: April 1, 2019

Vendor: TXI Systems, Inc.

Name: Jeff Pesnell
Title: COO
Address: PO Box 5695, Chattanooga, TN 37406
Signature: 
Date: 03/15/2019

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| | | |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Chattanooga, State of TN.

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐

A publicly held corporation; therefore, this reporting requirement is not applicable.

☒

Is not owned or operated by anyone who has been convicted of a felony.

☐

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☒

Manufacturer Direct

☐

Certified education/government reseller

☐

Authorized Distributor

☐

Manufacturer marketing through reseller

☐

Value-added reseller

☐

Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Jeff Pesnell

Title: COO

Company: TXI Systems, Inc.

Address: PO Box 5695

City: Chattanooga State: TN Zip: 37406

Phone: 423-664-1302

Email: jeff.pesnell@txisystems.com

▪ Purchase Orders

Contact Person: Jeff Pesnell

Title: COO

Company: TXI Systems, Inc.

Address: PO Box 5695

City: Chattanooga State: TN Zip: 37406

Phone: 423-664-1302 Email: jeff.pesnell@txisystems.com

▪ Sales and Marketing

Contact Person: Jeff Pesnell

Title: COO

Company: TXI Systems, Inc.

Address: PO Box 5695

City: Chattanooga State: TN Zip: 37406

Phone: 423-664-1302 Email: jeff.pesnell@txisystems.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes ☒ No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
N/A			

Tab 4 – Vendor Profile

Please provide the following information about your company:

- Ø Company's official registered name. *TXI Systems, Inc.*
- Ø Brief history of your company, including the year it was established.

TXI Systems Inc., dba towXchange, formerly towXchange, Inc., was established in January of 2004 through an asset purchase. The original team was assembled to create a software solution that would help manage the towing and impound operations of the more than 100 towing companies. That solution and that team has since become one of the most trusted names in the towing industry, handling in excess of 10,000 tow requests and processing thousands of impounds and releases on a daily basis all across the country. Many of our hundreds of clients are involved in contracts serving municipalities and sometimes managing both their own and the municipal impound lot. Over the years TXI has developed products that initially helped towing companies report or give access to City personnel and then, eventually, products to assist municipalities managing their own impound lots and communicating with their various contracted towing companies. While TXI has developed several products, our core products and primary focus has remained on serving towing companies and municipalities with tools to run their operations and impound lots efficiently with full accountability and transparency, using the latest technology available in a secure and easily understood manner.

The vastly experienced team at TXI understands the many different ways impound lots are managed, the various state and local statutes involved in the impound and lien process, and the nuances of the various City requirements regarding reporting, access, and pricing. TXI has served hundreds of impound lots, including those managed by the two largest towing companies in the United States for several years, as well many small and large municipal lots. Some are operated by municipal staff and some by contracted towing companies. TXI is a solutions-driven company that can offer systems tailored to the specific needs of any municipality. Our robust and flexible software solutions are designed to meet the needs of any municipality today and, in the future, to grow and evolve to meet new challenges and needs. TXI is different in that we are a full-service organization offering enterprise-class systems to our clients. Our reputation centers on stability of systems with excellent client service.

Referred to by the CEO of the largest impound lot management company as the "Cadillac" of towing and impound software, TOPS® is the most comprehensive product in the industry. While serving municipalities, products such as TOPScma and TOPSppl have gained a lot of attention because of shrinking enforcement budgets. These products offer cities the ability to monitor, manage, and enforce by exception while holding contractors and employees accountable through complete transparency using efficient, secure, and easy to use systems.

- Ø Company's Dun & Bradstreet (D&B) number. *D-U-N-S® Number 145055252*
- Ø Company's organizational chart of those individuals that would be involved in the contract.
 - *COO – Project Oversight*
 - *Sales*
 - *Project Manager(s)*
 - *Business Analysis*
 - *Development*
 - *Support*

- Ø Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation. (1)

- List the names of key contacts at each with title, address, phone and e-mail address.
*Jeff Pesnell, COO, 407 Broad Street, Ste 205, Chattanooga, TN 37402; 423-664-1302;
jeff.pesnell@txisystems.com*

Ø Define your standard terms of payment. *Net 15*

Ø Who is your competition in the marketplace? *Other smaller towing software providers; CAD Providers; Service Providers offering full 3rd party towing management for agencies.*

Ø What differentiates your company from competitors? *What sets TXI Systems, Inc. apart from our competitors is our unique combination of powerful, high-performance software systems, and our unmatched customer service. With over 120 years of experience in the towing and impound management software business, our staff's knowledge of the industry places TXI Systems in the unique position to greatly enhance your organization's efficiency and effectiveness. Our team of professionals will do interviews, perform site visits and prepare a best practice analysis, which helps us and helps you better understand your operation. This professional business analysis allows TXI Systems to provide you with the tools and information necessary for you and your staff to work smarter, not harder. In addition, we pride ourselves in our level of service after the implementation, and our support team is staffed with people that not only understand the industry but understand the specifics of your operation.*

At TXI Systems, we believe that our business relationship is a partnership, and that your success is our only goal.

Ø Describe how your company will market this contract if awarded. *We intend to market using several avenues: 1) We monitor all agency Proposals and Information request. We will respond to qualifying request and direct the agencies to our affiliation with NCPA. 2) We will market directly to qualifying agencies making them aware of our affiliation with NCPA and ease of purchase for towing related systems. 3) we will utilize our affiliation with NCPA in all marketing materials and at industry trade shows such as IACP and APCO.*

Ø Describe how you intend to introduce NCPA to your company. *Our company is excited about the possibility of partnering with NCPA. We are not a large company and several employees are assisting in the response to this document. Our company will view this as an opportunity to gain additional sales and traction into the municipal space.*

Ø Describe your firm's capabilities and functionality of your on-line catalog / ordering website. *Given the nature of the software and services sold by TXI Systems, the ordering/purchasing process is a one-on-one interaction with the customer to determine needs. Once needs are determined TXI presents a proposal for approval. Once Purchase Orders are generated, we present a Statement of Work for finalizing our products delivery.*

- Ø Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) *TXI Systems provides manned toll-free telephone support Monday through Friday, between the hours of 8am and 6pm eastern. TXI Systems provides 24/7 toll-free emergency telephone support outside of those times with an automated paging system to the on-call support staff. TXI Systems also includes email and trouble ticket support as part of the support package.*
- Ø Green Initiatives
- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation ensures efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative. *In addition to our local City (Chattanooga, TN) commitment to Sustainability ([Here](#)), TXI systems recycles whenever possible, encourages employees to be eco-friendly and when purchasing new data center hardware we source eco-friendly power supplies in our devices.*
- Ø Vendor Certifications (if applicable)
- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service. *N/A- None required by our Customer base at this time.*

Tab 5 – Products and Services

Ø The web-based Auto Impound Management solution must be designed to simplify and automate the auto impound management process.

- *The TOPS® system is specifically designed and engineered to utilize internet, computer, tablet and mobile phone devices to both simplify and automate all aspects of the impound management process, from call data entry to release or auction sale.*
- *TXI Systems, Inc. provides software which allows our clients to manage and support any and all areas of the towing lifecycle with tools to ensure transparency, accountability and efficiency. The flagship software offering of the TXI Systems suite is known to the towing industry as TOPS®. For Law Enforcement, TOPS® is typically deployed for Impound Lot (Auto Pound) management which includes impound lot inventory control, automated pricing, Holds management, vehicle release, notification letters, auction and facilitates robust reporting and search capabilities.*
- *TOPS® Central Management Application or TOPScma is a robust tool used exclusively for managing municipal dispatch tow operations. Municipalities and management companies use TOPScma to reduce time on the phone, increase data accuracy, improve tower response times, and efficiently manage tower contract compliance. TOPScma offers electronic tow request distribution to your contract tow operators based on dispatching to the closest truck (truck mount GPS), zone or rotation management, or any combination of the above. TOPScma manages arrival/ETAs, call rejections, call cancels, reporting, complex search and real-time call messaging between the municipality and the contract tow operators. This web-based application can accept electronic tow requests from City systems such as CAD. Tow requests are then routed to the appropriate contract tow operator based on your dispatch rules. TOPScma connects seamlessly to TOPS® for towing management by contracted tow operators and TOPS® for full-service impound lot management. TOPScma supports multi-division / multi-department implementations. Not only will TOPScma manage your City Police Department tow requests, but is also configurable to allow the Fire Department, City Fleets, Airport Police, Parks and Recreation and County Sheriff Departments to use the same system to dispatch contracted tow operators. User Security within the system restricts access to the appropriate departments as required. Although not required, the TOPScma system integrates directly with the previously-mentioned TOPS® impound management software for full transparency of the entire towing event*
- *TOPSpqi provides the municipality with a web-based portal for managing private property impounds, utilizing a central database for vehicle search and update management. This tool offers electronic communications between the tow operator and the law enforcement agency, replacing fax and telephone notifications. In addition, the TOPSpublicsearch tool integrates with TOPSpqi allowing citizens to search and find the location of their towed vehicle from an on-line web portal, relieving agency call centers of this time-consuming responsibility.*
- *In support of those main systems, TXI provides high-performance mobile applications designed for users in the field. TOPSdriver gives tow truck operators the ability to receive electronic dispatches, and to timestamp, update and complete*

those dispatches via a web-enabled mobile device, such as a cell phone or mobile tablet. TOPSinventory gives impound managers the ability to impound vehicles, update information about those impounded vehicles, and do fast and accurate physical inventories also using a web-enabled mobile device, such as a cell phone or mobile tablet.

- *Properly integrated into your daily process, the TXI Systems suite of software tools can greatly streamline your organization's work flow, improve its efficiency, and provide clear and quantifiable oversight of the towing and impound management process.*

Ø The system must provide secure remote access via all major web browsers (i.e. IE, Firefox, Chrome, Safari) wherever they have an internet connection. The system must implement Role based security that enables access control to system function to be controlled at a business group level (i.e. Supervisor, Dispatcher, etc.) for easy system administration.

- *The TOPS® system offers secure access via all major web browsers. The TOPS® system can be used on desktop and notebook computers, as well as both iOS and Android based tablets and mobile phones and only requires an internet connection. TOPS® system security is role-based and is easily managed from our web-based user administration system.*

Ø Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

- *The TXI Systems, Inc. new customer business process includes interviews, site visits (as required) and business analysis to fully understand the current processes and business needs, and to determine the best practices going forward.*

Ø The following are the application software requirements of the requested system. Please use the requirements to respond with your offering:

➤ Dispatch – Provide ability to create, send, and monitor tow request for single or multiple tow operators using a cloud-based web portal or mobile device (tablet) applications

- *The TOPScma system is designed to do exactly this by offering the ability to create tow requests, dispatch using your rules, and monitor with full transparency of the entire tow event.*
- Provide the ability to capture ticket numbers, Violations/Summons, and Tow invoice numbers generated by client systems.
 - *The TOPS® system supports this functionality and offers the ability to store this information.*
- Provide the ability to capture and record vehicle information (VIN, Year, Make, Model, Body Type, Color, Plate # and Registered State)
 - *The TOPS® system supports this functionality along with full VIN decoding.*
- Provide the ability to Identify vehicle location including cross street

- *New call creation within TOPS® systems offer the ability to enter an address as well as a cross street reference.*
- Provide the ability to notify all Tow Companies by telephone, email, text or fax with an audit trail.
 - *The TOPS® and TOPScma systems offer electronic notification, text notifications, and mobile app notifications.*
- Provide the ability to identify which impound lot used for storage
 - *The TOPS® system supports this functionality by tracking the Lot and Lot location of impound vehicles. This information is fully searchable, and we can offer a citizen search portal for locating vehicles.*
- Provide the ability to track multiple tow company's dispatch status (acceptance, arrival time, cancelled and declined dispatches) in real time.
 - *The TOPS® system supports this functionality by tracking all event timestamps including: Taken time, Appointment time, dispatch time, acknowledge time, arrive time, hooked time, completed time, canceled time, and declined time.*
- Provide optional Handheld Devices such as portable tablets and scanners can provide more flexibility and efficiency in when and where you perform tasks.
 - *The TOPS® and TOPScma systems support this functionality. TOPS® utilize business process specific browser-based tools and mobile applications to increase flexibility and efficiency. These tools can be used by municipal management and staff, as well as tow company personnel including management, drivers, lot personnel and office staff.*
- Provide detailed search capability (by File #, Make, Plate, State, Location, Status (Pending, Cancelled, Accepted, Declined, Arrived, Towed, All Except Tow))
 - *The TOPS® and TOPScma systems support this functionality by offering the ability to search all data points within the record.*
- Provide the ability to track elapsed time to arrival which allows agency to dictate time Tow Operators have to accept dispatch and arrive at tow location
 - *The TOPS® and TOPScma systems support this functionality. Timestamps are tracked and reportable with full transparency for the agency.*
- Provide the ability to record detailed notes for each dispatch identifying tow status and timeframes
 - *The TOPS® and TOPScma systems offer the ability to enter detailed notes as well as tracking status and timestamps.*
- Provide the ability to identify Heavy Tow requirements for special equipment assignment based on manual input or vehicle information lookup
 - *The TOPS® and TOPScma systems support this functionality via manual input.*
- Provide the ability to lookup vehicle make/model information based in VIN number.
 - *The TOPS® and TOPScma systems support full VIN decoding functionality.*
- Provide the ability to capture Seizure types
 - *The TOPS® and TOPScma systems support this functionality and we can offer the ability to select seizure types with a dropdown list.*

- Provide the ability to capture detailed information on vehicle contents and damage with written notes and photo images.
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide the ability to capture Vehicle Owner information, Photos and Notes
 - *The TOPS® and TOPScma systems support this functionality. Photos are typically uploaded from mobile apps and tied to the record.*

➤ Towing

- Provide the ability to create an Automatic Tow company rotation algorithm that will automatically assign next tow request to tow operator based on defined rotation order with the ability to change order if needed
 - *The TOPScma system supports this functionality. In addition to fully customizable rotation management, TOPScma can also dispatch based on the closest truck (including real-time traffic and equity algorithm), zone segregation, or any combination of those.*
- Provide the ability to assign Tow companies to particular impound lots/dispatchers
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide the ability for Tow Operators to monitor and administer interactions via website access or mobile devices to update dispatch status and Hand-off to impound lot.
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide the ability for Tow Operator to “Release on Scene” and tracks details if approved by agency
 - *The TOPS® and TOPScma systems support this functionality.*
- Tow Operators able to be removed from or added to rotation as their business needs dictate
 - *Typically, this is handled by the agency though we could configure the system to allow the tow operator to declare his availability in real-time.*

➤ Payables

- Provide the ability to tracks fees due City Agencies for invoice reconciliation and monthly statements
 - *The TOPS® and TOPScma systems support this functionality.*

➤ Impound

- Provide VIN Validation Integration with the National Automotive Dealers Association (NADA) and R.L. Polk/Carfax allows you to validate the VIN in addition to populating the system with basic vehicle information (Year, Make, Model, etc.).
 - *The TOPS® and TOPScma systems support full VIN decoding functionality through integration with RL Polk systems.*
- Provide the ability to capture vehicle owner demographic data, lienholder demographic data, leasehold demographic data, and/or driver, photos and task specific notes.
 - *The TOPS® system track all owner types as well as drivers, notes and photos at the call level.*

- Provide the ability to capture vehicle contents and damage.
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide the ability to assign vehicle to a particular location/slot within an impound lot.
 - *The TOPS® system supports this functionality by tracking the specific lot and can track location within the lot.*
- Provide the ability to place vehicle in a “Hold” condition that prevents unauthorized releases on stolen vehicles or owners with pending violations.
 - *The TOPS® system supports tracking multiple Holds and vehicles which are on Hold are not eligible for release.*
- Provide the ability to track that time Hold is started and ended.
 - *The TOPS® system supports this functionality.*
- Provide the ability to generate notification letters and mailing labels for agency (in-house) processing
 - *The TOPS® system supports this functionality. We offer the ability to process notification letters in batch and functionality for creating mailing labels. This process is customizable to your needs.*
- Provide the ability to generate notification letters and mailing labels for use by a remote mailing service
 - *The TOPS® system supports this functionality.*
- Provide the ability to track date and time notification letters were sent so as to meet state statutes
 - *The TOPS® system supports this functionality.*
- Provide the ability to capture reasons for vehicle seizure
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide the ability to track the release or surrender of any vehicle and all fees collected
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide the ability to capture photos and notes for reference and audit trails
 - *The TOPS® and TOPScma systems support this functionality. Audit trails are limited to specific areas of the system.*
- Provide the ability to generate multiple record action flags that can be used for quick viewing of vehicle current status (ex. Released, On Hold, etc.)
 - *This is base functionality of all TOPS® systems.*
- Provide the ability to perform quick vehicle look up with multiple fields of search criteria including keyword searches
 - *We offer very detailed and robust search capabilities within the TOPS® systems.*
- Provide the ability to advanced Search capability (Search by Tow Operator, Class, Yard, Section, Location, License Plate #, Police #, Vehicle Color, and Status (Released, Surrendered, Rejected, Marked for Auction, B1, VIN, and On Hold)

- *TOPS® systems offer robust search of all data points collected.*
- Provide the ability for authorized users to perform Document Verification on all or selected vehicles before release
 - *The TOPS® system supports this functionality by offering role-based permissions.*
- Provide the ability for Tow Operators to automatically scan and upload ownership documents, etc. needed for vehicle release.
 - *The TOPS® images functionality supports the upload of pdf and image files.*
- Provide the ability to restrict access to scanned documentation to authorized users only.
 - *The TOPS® system supports this functionality by offering role-based permissions.*
- Reporting
 - Provide the ability to create reports with current, as well as, archived tow request, impound, and release transactional data
 - *The TOPS® systems support reporting for calls in all states.*
 - Provide the ability to customize reports by selecting sort method, field filtering and data ranges.
 - *The TOPS® and TOPScma systems support this functionality.*
 - Standard reports track data in the following areas:
 - Total Number of Impounds
 - Vehicles Impounded by Tow Operator
 - Vehicles Released, Surrendered, Marked for Auction & Auctioned
 - Vehicles on Hold
 - Money Receipted
 - Storage Fees Receivable
 - Auction Inventory, Auction Newspaper Notice and other Auction Related reports
 - User sessions
 - Special Police Department Vehicle Tow Report
 - Track Tow Operator Performance, availability and promptness
 - *The TOPS® and TOPScma systems support this functionality. Many of the reports specified are standard reports within the systems, but any or all can be customized to support the business needs of the customer. Report customizations such as these are usually discovered during the business analysis phase, and if so, are included in the contracted setup fees. If additional report requirements are determined at a later date, these reports are created or customized at a nominal rate as defined in the contract.*
 - Provide the ability to generate daily reports designed to validate and confirm dispatcher and Tow Operator activity
 - *This is available through our standardized reporting.*
 - Provide detailed notes section tracks both system generated notes on user activity, and open fields for user generated notes.
 - *The TOPS® and TOPScma systems support this functionality.*

➤ Administration

- ❑ Provide the ability to setup single or multiple Tow Operators with location and contact information
 - *The TOPS® and TOPScma systems support this functionality.*
- ❑ Provide the ability to setup up impound yards/lots locations with identifying address and contacts
 - *The TOPS® and TOPScma systems support this functionality.*
- ❑ Provide the ability to setup impound yard sections and locations/slots for vehicle assignment
 - *The TOPS® system supports this functionality.*
- ❑ Provide the ability to define Permitted Value List , to make input easier, for Hold Reasons, Seizure Types, Fees collected, and tow classifications (ex. Heavy duty vs. regular)
 - *The TOPS® and TOPScma systems support this functionality through dropdown list and short code data entry.*
- ❑ Provide the ability to define Release Holds descriptions with special authorization
 - *Through system setup this is customizable to meet your needs.*
- ❑ Provide the ability to set rules for archiving data
 - *The TOPS® and TOPScma systems do not currently require data archive. All records are available to users in real-time. If data archive is a business requirement for the customer, TXI and the customer can discuss adding the support for this functionality.*
- ❑ Provide the ability to accurately monitor agencies performance with:
 - Dashboard - A single, customizable page designed to provide a picture detailing daily, monthly and yearly activities, as well as comparing each period to previous years
 - *The TOPS® systems offer this feature through reporting.*
- ❑ Provide the ability to generate reports to monitor performance
 - *The TOPS® systems offer this feature through reporting.*

➤ Auction

- ❑ Provide the ability to Mark selected vehicles for Auction based on pre-defined agency rules
- ❑ Provide the ability to identify and record title types (Good, Junk, Salvage), generate motor vehicle title applications automatically and track progress of title submission
- ❑ Provide the ability to retrieve pricing information, including retail, trade-in (clean, average & rough), loan and minimum bid values by accessing NADA Minimum Bid Guide.
- ❑ Provide the ability to print auction cards, inventory lists and camera-ready public notices
- ❑ Provide the ability to schedule and track live auctions
- ❑ Provide the ability to export data to outside On Line Auctions vendors
 - *The TOPS® system provides a robust auction system, which includes but is not limited to driver license scanning, automated bidder lookup, automated*

buyer's and seller's fee calculations, bidder deposits – both refundable and non-refundable, state overage, deficiency and tax calculations, point-of-sale documents, and the ability to export for outside online auctions.

➤ Towing Rotation

The vendor must be able to support the rotation of licensed towing company at the discretion of the City. All licensed towing company shall be put into a rotation system in accordance with the City ordinance. Vendor must be prepared to alter the program to allow for changes in the rotational time frames, and the vendor will be advised at least thirty days (30) prior to any change in the rotation.

- *The TOPScma system supports this functionality. In addition to fully customizable rotation management, TOPScma can also dispatch based on the closest truck (including real-time traffic), zone segregation, or any combination of those.*

➤ Security

- *The TOPS® and TOPScma system security is role-based and is easily managed from our web-based user administration system.*
- Provide the ability to create defined and custom user roles that restrict access to system data and screens
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide the ability to assign Roles at group and user levels
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide cloud hosted or optional self-hosted (located on agencies internal network) environment
 - *The TOPS® and TOPScma systems are offered as a SaaS only.*
- Provide managed backup, firewall, anti-virus and security and offers 24/7 protection of data
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide the ability to set global requirements including agency name and location(s), surrender fee, time period that vehicle should be moved to auction or disposal if still on the lot and data archived
 - *The TOPS® system supports this functionality.*
- Provide the ability to import agency logos to be used for reports, notices and notification letters
 - *The TOPS® system supports this functionality.*
- Provide the ability to identify user roles to determine the access to menu selections and application functionality
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide the ability to assign user IDs and passcodes
 - *The TOPS® and TOPScma systems support this functionality.*
- Provide audit trails with transaction notes and logs
 - *The TOPS® and TOPScma provides audit trails in key areas.*

➤ Support & Training

- Provide Email and toll-free phone support
 - *TXI Systems provides manned toll-free telephone support Monday through Friday, between the hours of 8am and 6pm eastern. TXI Systems provides 24/7 toll-free emergency telephone support outside of those times with an automated paging system to the on-call support staff. TXI Systems also includes email and trouble ticket support as part of the support package.*
- Provide On-site and web-based module training sessions
 - *TXI Systems provides this.*
- Provide On-site follow up and review
 - *TXI Systems provides this.*
- Provide Internet Hosting and Backups
 - *TXI Systems provides this.*
- Provide Scheduled Upgrades
 - *All TXI Systems products include free upgrades as part of the contract.*
- Provide Data Migration, Custom Reports, Vendor Interfaces, Product Customization Available.
 - *TXI Systems provides this. A Data Migration plan, Custom Report requirements, any required or optional Vendor Interfaces and Product Customizations are usually discovered during the business analysis phase, and if so are included in the contracted setup fees. If additional requests or requirements are determined at a later date, these requests are programmed at a hourly rate as specified in the contract.*

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Our pricing is included on the flash drive as an electronic version only.

Tab 8 – Value Added Products and Services

- Ø Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.



TOPS® – TOWING OPERATIONS SOFTWARE

TOPS® is a powerful, flexible, and easy-to-use full service towing and impound management system which allows towing companies to streamline their call taking, dispatching, inventory control, lien, and auction processes while improving their overall accountability and service. TOPS® is a completely integrated software solution that provides all of the tools needed to manage and increase efficiency in all aspects of a towing operation. Every feature provided by TOPS® is dedicated to making each towing company more effective than ever before. The following section will offer an overview of the capabilities of the system and summary information associated with the features and functionality of the system.

TOPS® Features and Functionality

In the next sections, we will offer a high-level overview of each screen and the associated features and functionality. We will mainly discuss screens specifically used in the day-to-day operations of a towing company or impound lot.

Call Screen

The Call Screen is the heart of TOPS® and is where all calls begin and end. The call screen contains all information relating to the tow and is primarily used for:

- A full system search tool
- Modifying call information while the call is in process
- Call pricing (manual and automated)
- Vehicle release and final disposition

The TOPS® full system search tool can be made available to all users. Users simply enter their search criteria in each field in order to search based on the specific criteria. This is a powerful tool and is often used as a custom reporting tool.

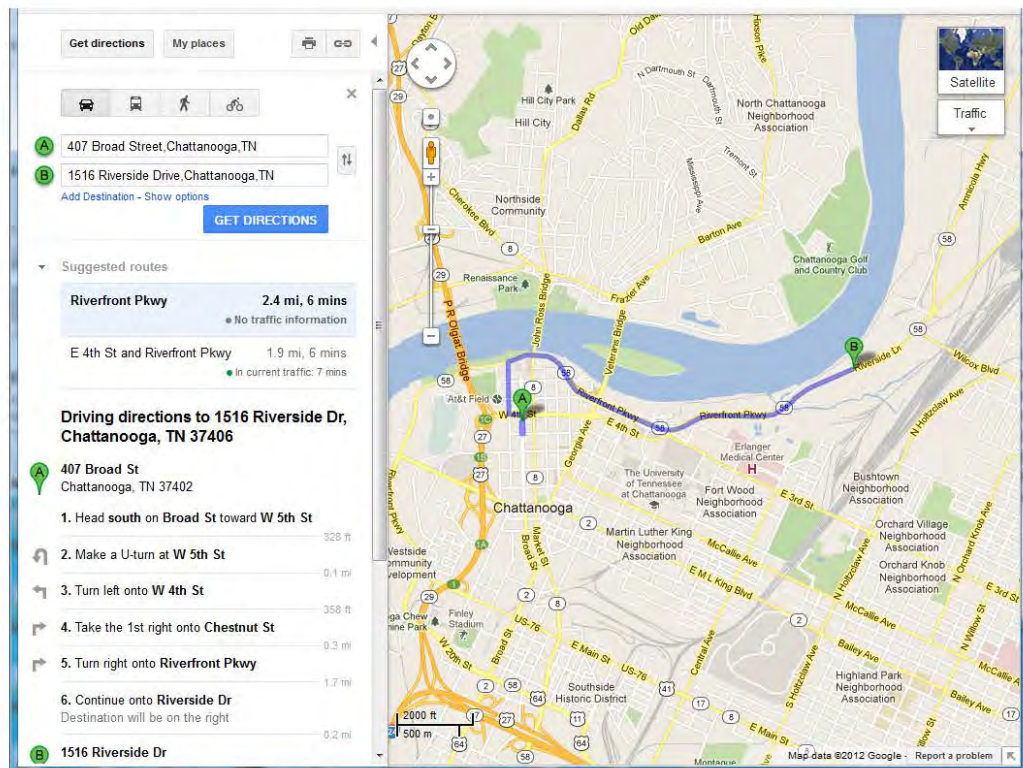
TOPS® Main Call Screen

CALLS

CALL	CALL NUMBER		CALL STATUS	
COMP.	COMPANY			
CUST.	CUSTOMER		CUSTOMER TYPE	
TOW	CALL TAKEN	CALLER NAME		CALLER PHONE
	TOW LOCATION			
	TOW DESTINATION			
VEHICLE	TOW TYPE	REASON	TRUCK TYPE	
	EQUIPMENT REQUIRED			
	VIN			NUMBER OF PASSENGERS
OTHER	YEAR	MAKE	MODEL	
	BODY	COLOR	ODOMETER	
	TAG NUMBER	TAG STATE	TAG EXPIRY	
OTHER	OWNER NAME	OWNER PHONE	OTHER INFORMATION	
OTHER	DISPATCH NOTES			

Call Screen Mapping

When taking calls, dispatchers have the opportunity to enter full address information and see actual map coordinates for calculating mileages and approximate drive time based on distance.



VIN Decoding

The TOPS® Call Screen also includes a built-in VIN decoder for decoding full 17-character VIN numbers and returning year, make, model, and body type. The VIN field is designed to verify users have entered a full 17-character VIN and will also warn users if the VIN is not valid. Decoding a VIN is as easy as entering a full 17-character VIN and pressing the decode button to the right of the VIN field in the Vehicle portion of the TOPS® call screen. Users can use the VIN decoder at any time prior to call confirmation.

VIN to Decode

<input checked="" type="radio"/> Vehicle Edit		
VIN ZARBAAA41GM177436 Decode		NUMBER OF PASSENGERS 0
YEAR	MAKE i	MODEL i
BODY i	COLOR i	ODOMETER
TAG NUMBER	TAG STATE	TAG EXPIRY
OWNER NAME	OWNER PHONE	OTHER INFORMATION

Decoded Results

<input checked="" type="radio"/> Vehicle → Alfa Romeo, 4C, 2016 Edit		
VIN ZARBAAA41GM177436 Decode		NUMBER OF PASSENGERS 0
YEAR 2016	MAKE i Alfa Romeo	MODEL i 4C
BODY i Two Door	COLOR i	ODOMETER
TAG NUMBER	TAG STATE	TAG EXPIRY
OWNER NAME	OWNER PHONE	OTHER INFORMATION

Images

TOPS® allows users to upload images and scanned documents. These images can be uploaded directly from TOPSdriver, TOPSinventory, or from a camera, and are associated with the permanent call record. Documents are scanned into the system and associated with the call record.



UNIFORM TOW / IMPOUND RECORD

CHECK ALL THAT APPLY:

- ☐ NON-IMPOUND TOW
- ☐ AAA or OTHER ROADSIDE ASSISTANCE
- ☐ EVIDENCE
- ☐ REQUEST UNDER RCW 46.55.060
- ☐ IMPOUND ONLY
- ☐ TOWING IMPOUND WITH 12 HOUR HOLD
- ☐ TOWING IMPOUND WITH 24 HOUR HOLD
- ☐ INFORMATIONAL, LEFT TO BE RETURNED TO DRIVER
- ☐ INFORMATIONAL, LEFT TO BE RETURNED TO DRIVER
- ☐ DRIVER REQUESTED DRIVER TO BE LEFT AND NOT THE VEHICLE BEING TOWED BECAUSE OF THE DRIVER'S OWN FAULT
- ☐ DRIVER REQUESTED DRIVER TO BE LEFT AND NOT THE VEHICLE BEING TOWED BECAUSE OF THE DRIVER'S OWN FAULT
- ☐ DRIVER REQUESTED DRIVER TO BE LEFT AND NOT THE VEHICLE BEING TOWED BECAUSE OF THE DRIVER'S OWN FAULT

VEHICLE INFORMATION

VEHICLE MAKE: Volvo MODEL: 460 COLOR: Red

VEHICLE YEAR: 2000 VIN: YV4G76048

REGISTERED OWNER: John Doe LEGAL OWNER: John Doe

DRIVER: John Doe STREET ADDRESS: 1234 Main St CITY: Seattle STATE: WA ZIP: 98101

VEHICLE TYPE: Passenger MAKE: Volvo MODEL: 460 YEAR: 2000

AUTHORIZATION AND RECEIPT

ON: 9/17/00 AT: 11:55 PURSUANT TO RCW 46.55.060, I, John Doe, HAVE PERSONALLY INVENTORIED THE VEHICLE AND HAVE SIGNED THIS REPORT.

DRIVER: John Doe TO REMOVE THIS VEHICLE FROM: 2836 TO: 5570020

EQUIPMENT

- ☐ AIR BAGS
- ☐ LOCKED TRUNK
- ☐ LOCKED GLOVE BOX
- ☐ LOCKED CENTER CONSOLE
- ☐ AUTO B RERD
- ☐ TIRE PRESS
- ☐ HANDS FREE DEVICE
- ☐ GPS
- ☐ MAGNETIC DETECTION
- ☐ SPARE TIRE
- ☐ JACK
- ☐ CHARGE
- ☐ OTHER

DAMAGE

FRONT: ☐ FRONT: ☐ FRONT: ☐

REAR: ☐ REAR: ☐ REAR: ☐

LEFT: ☐ LEFT: ☐ LEFT: ☐

RIGHT: ☐ RIGHT: ☐ RIGHT: ☐

UNDERCARRIAGE: ☐ OTHER: ☐

INVENTORY

INSTRUMENT OR DIAGRAM

11.12.250

John Doe

DRIVER: John Doe AGENT: John Doe

Managing Holds

The TOPS® call record functionality incorporates the ability to manage a single Hold or multiple Holds. Data points include: Hold Status, Hold dates, Hold reasons, and authorized persons.

CALL #3069: INVENTORY

Vehicle
1997 Ford Explorer Sport Utility Vehicle [TX 1234]

Edit

Tow
Light Duty from 407 borad str to (TEDS)

Edit

Other

Edit

Tow Customer
Fullerton PD (Type: Police)

Edit

Tow Pricing
\$5,122.00

Edit

Accounting
Invoice #: 3069C

Edit

Tow Dispatch
Driver #NB in Truck #42 is Completed

Edit

Holds
A hold is on

Contacts
1 contact(s)

Taken: 1/27/2017 09:46:16 by cademo; Modified: 9/8/2017 15:47:47 by rbracket

...

Detail ▾

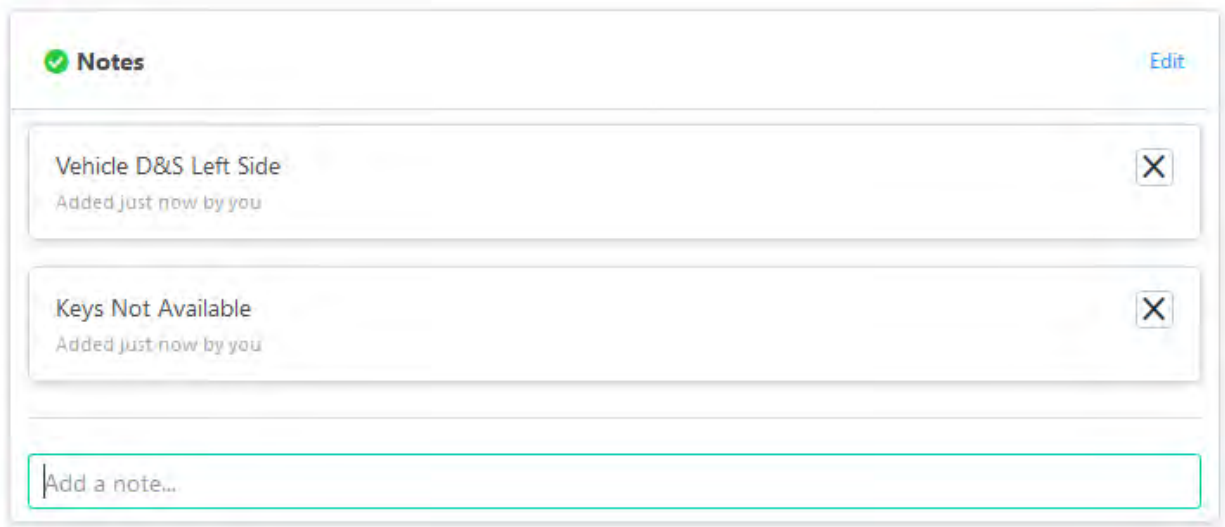
Close

Contacts Management

Contacts associated with each call record can represent insurance companies, drivers, owners, lien holders, interested parties, lot pass issuance, and payers. Contacts information can be added either manually or automatically by using a driver license swipe.

Call Notes

Call Notes are tracked by User ID and Date/Time entered. Notes are only editable by the note author.



The screenshot displays a user interface for managing call notes. At the top left, there is a green checkmark icon followed by the word "Notes". At the top right, there is a blue "Edit" link. Below this header, there are two note entries, each in a light gray box with a close button (X) on the right. The first note reads "Vehicle D&S Left Side" with "Added just now by you" below it. The second note reads "Keys Not Available" with "Added just now by you" below it. At the bottom of the interface is a text input field with the placeholder text "Add a note..." and a green border.

Requesting Customer Tracking (Control Customer)

The TOPS® impound software maintains a history of the original requesting customer for the impound record, even if the customer is changed for billing purposes or if the tow is deemed private. TOPS® refers to the original requesting customer as the Control Customer, and the modified customer for billing purposes as the Billing Customer. The Control Customer feature ensures all tow requests initiated by the City and Police Department are accounted for regardless of the final destination of the tow. This information is shared transparently with TOPScma offering full accountability of the tow event. Searches can be performed based on specific Control Customer, Billing Customer, or both. In addition, reports that include the Customer as a parameter also have the option of being run based on either Control Customer or Billing Customer.

Dispatch

Once calls are taken in TOPS®, the calls are typically worked through the Dispatch section of TOPS®. The Dispatch Screen in TOPS® is used to manage:

- Unassigned Calls – Calls that have been taken but not yet assigned to a Driver/Truck combination
- Assigned Calls – Calls that have been assigned to a Driver/Truck and are currently in process.
- Status of calls in process

The Dispatch Screen is completely customizable. Users can display or hide specific data items, modify column position, modify columns widths, set up custom screen configurations for recall at a later date, and filter specific information. In addition, these saved settings can be shared with other users in the user's group.

Calls are highlighted based on priority and current dispatch status. Note: New Call requests which are fed from TOPScma are automatically added as an Unassigned call in the dispatch screen, or can be sent directly to the appropriate driver/truck based on TOPScma dispatch rules.

TOPS® Dispatch Screen

The screenshot displays the TOPS® Dispatch Screen, divided into two main sections: 'UNASSIGNED CALLS' and 'ASSIGNED CALLS'.

UNASSIGNED CALLS: This section shows 11 records. The table includes columns for Call #, Priority, Customer, Appointment, ETA, Time Remain, Tow Type, Control Cust, Reason, Last Modified, Location, Destination, and Year. Several calls are highlighted with colored backgrounds (red, yellow, green) based on their priority or status.

Call #	Priority	Customer	Appointment	ETA	Time Remain	Tow Type	Control Cust	Reason	Last Modified	Location	Destination	Year
3195	9	Cash				Light Duty	Cash	Accident	2017-09-08 14:12:38	404 South ...	(IMP)	20
3192	9	Cash				Light Duty	Cash	Break Down	2017-09-08 14:21:03	202 south ...	(IMP)	
3188	1	Cash				Light Duty	Cash		2017-08-08 15:27:15	here, Chatt...		
3187	2	Cash				Light Duty	Cash		2017-09-08 14:21:12	here, Chatt...		
3186	3	Cash		2017-09-08 15:58:00	97	Light Duty	Cash		2017-09-08 14:13:36	404 south ...	202 south ...	19
3185	4	Cash		2017-09-08 14:43:51	23	Light Duty	Cash	Accident	2017-09-08 14:14:17	407 Broad ...		20
3173	5	AAA				Light Duty ...	AAA		2017-09-08 14:21:21	1000 gunb...		
3170	7	Cash				Light Duty ...	Cash		2017-09-08 14:21:28	500 broad...		
3167	8	Cash				Light Duty	Cash		2017-09-08 14:21:37	123 Test D...		
3157	9	Adam's Brick and Sand				Heavy Duty	Adam's Bri...	Break Down	2017-09-08 14:21:46	123 Dayto...	Heavy Rep...	20

ASSIGNED CALLS: This section shows 26 records. The table includes columns for Call #, Status, Last Modified, Appointment, ETA, Control Customer, Location, Destination, Driver, Truck, Year, and Make. Calls are highlighted with colored backgrounds (blue, yellow, red) based on their status or ETA.

Call #	Status	Last Modified	Appointment	ETA	Control Customer	Location	Destination	Driver	Truck	Year	Make
3136	Dropped	2017-09-08 14:18:02			Cash	407 broad ...		NB2	91Y		
3143	Acknowledge...	2017-09-08 14:17:14		2017-09-08 14:21:56	San Diego Police Department	1516 River...	(HOU)	999	1	1992	Honda
3147	Assigned	2017-09-08 14:17:40		2017-09-08 14:27:21	Cash	407 broad ...		135	116		
3153	Assigned	2017-05-09 12:05:06			San Diego Fleet	900 Marke...	(HOU)	CHRIS	1	1998	Chevrolet
3156	Assigned	2017-09-08 14:18:57		2017-09-08 14:19:27	Cash	1000 Mark...		CHRIS	1		
3158	Assigned	2017-05-11 14:15:38			Cash	46 Whisper...	(EH)	TOPS	116	2003	Toyota
3159	Assigned	2017-09-08 14:19:30		2017-09-08 14:16:05	Test	123 Broad		RB	5		
3160	Assigned	2017-08-10 13:06:50			Cash	1 FOUNTAIN...	202 SOUT...	RB	5		
3161	Assigned	2017-08-10 13:06:27			Cash	407 Broad ...	(CHATT)	NB	116	2011	Chevrolet
3163	Dispatched	2017-09-06 10:12:32			Cash	500 Main S...	1000 4th S...	RB	94	2001	Chevrolet

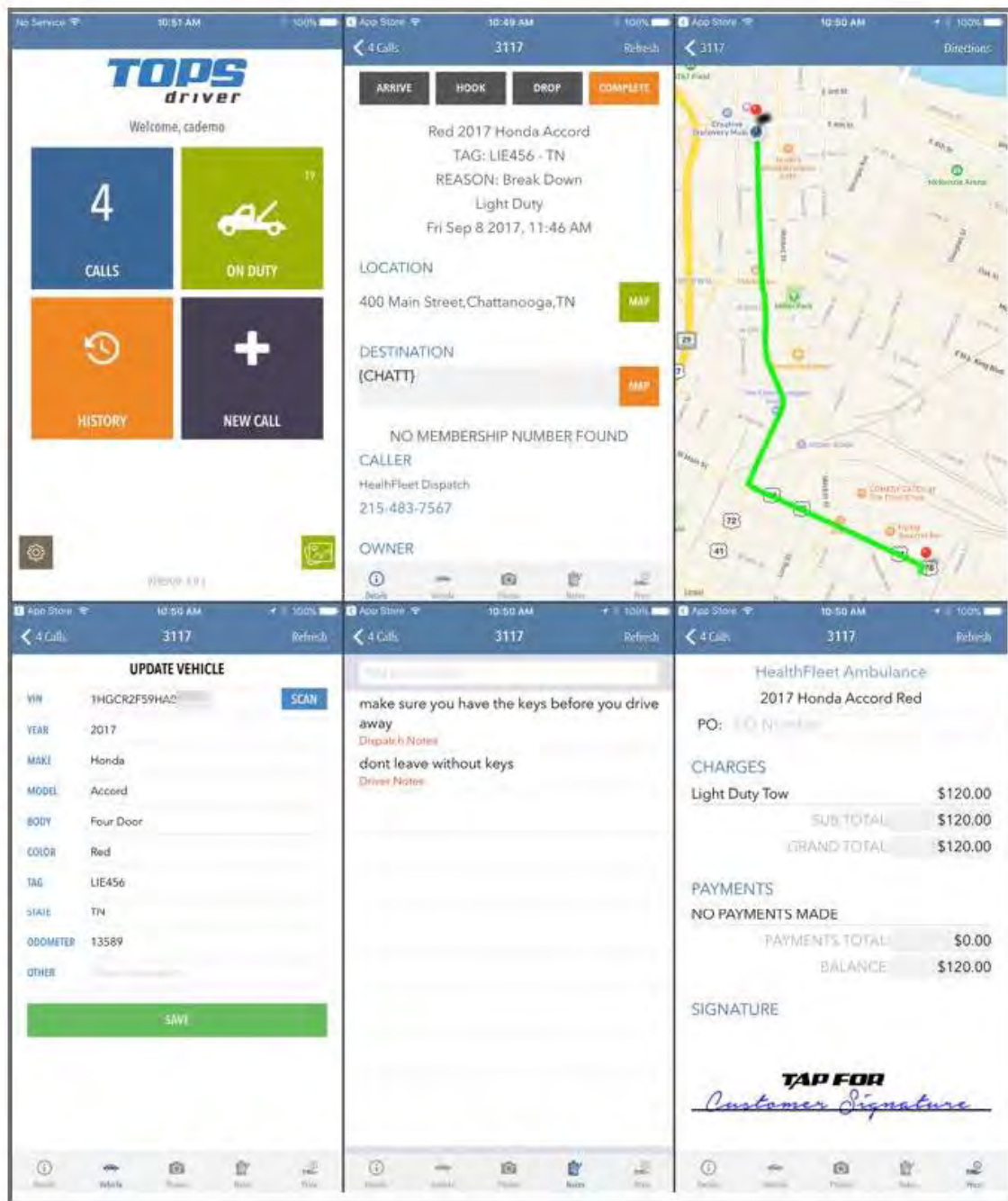
As calls are worked, dispatchers can update call dispatch timestamps by clicking the dropdown next to the status field. Drivers equipped with TOPSdriver devices can update these timestamps remotely using a mobile device such as a cell phone or a tablet. The Dispatch Screen also supports other activities such as call paging to drivers (via pager, cell phone, or MDT), call mapping (location, destination, or both) and the ability to drill down into any call within the grid by double-clicking the call.

Driver/Trucks

Drivers and Trucks highlighted as 'Busy' when assigned to a call. As calls are dispatched and assigned to Driver/Trucks the system can automatically send a page containing user-defined call information to the Driver.

Driver Mobile Application - TOPSdriver

TOPSdriver is accessible through the use of a web-enabled mobile device, allowing drivers to receive dispatched calls and view current calls, and offering the ability for drivers to update call time stamps and other call data as calls are being worked. TOPSdriver offers real-time call updating without the need for voice communication via radio or phone with your dispatch office. This tool is extremely helpful in accurately recording arrival times where arrival ETAs are important. TOPSdriver is available as an Android/iOS application (TOPSdriver) as shown below.



Lot Inventory Management

The Inventory Screen in TOPS® is a setup screen for the lot and auction locations as well as a listing of vehicles contained within a specific lot. As with any grid in TOPS®, users can double click a specific call to open the record in edit mode on the call screen as well being able to print or export the grid.

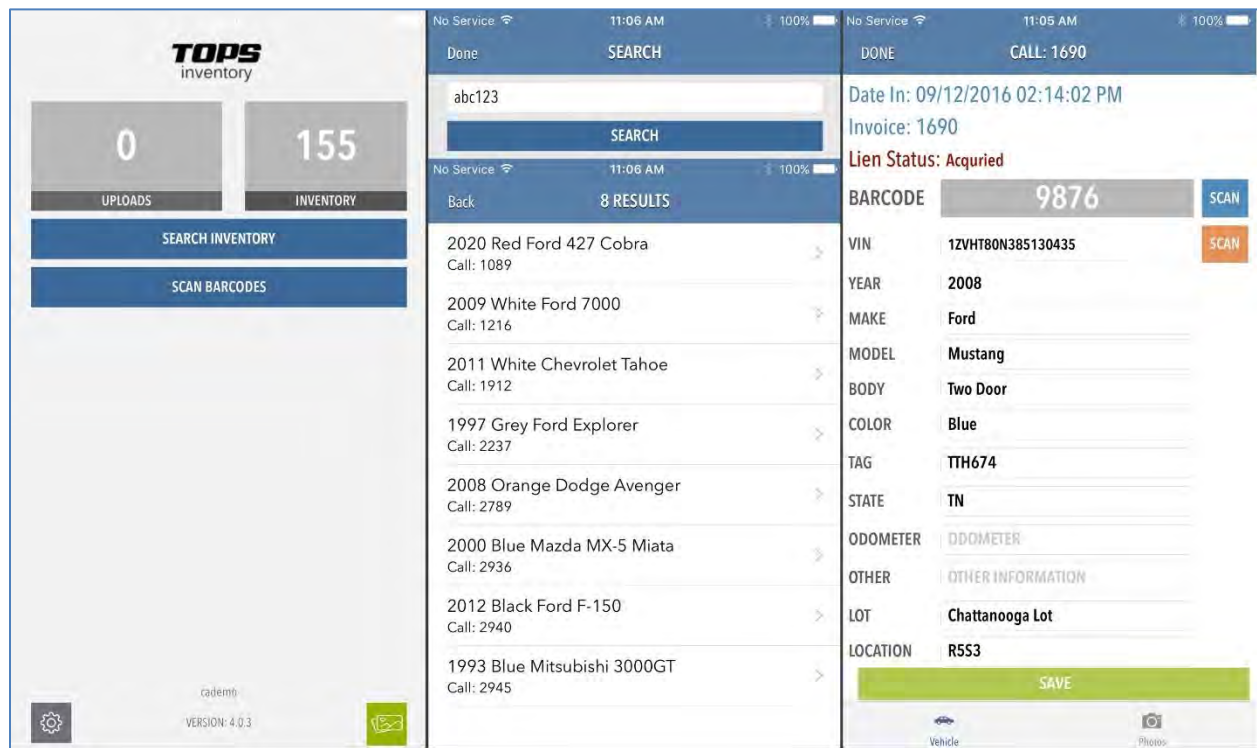
TOPS® Inventory Screen

CALLS											
126 Records Refresh 11:49:57 am Settings Export Search 6/31											
	Call Taken	Call #	Call Status	Inventory Date In	Control Customer	Year	Make	Model	Tow Type	Location	Invoice #
...	2011-05-...	1223	Inventory	2011-06-01 10:10:51	San Diego Police Dept	2006	Cadillac	CTS	Light Duty	407 N Vir...	1223
...	2011-05-...	1234	Inventory	2011-06-01 10:08:51	Omaha Police Dept	1994	Ford	Explorer	Light Duty	9th Street	1234
...	2011-05-...	1238	Inventory	2011-06-01 10:08:05	Omaha Police Dept	1984	Chevrolet	P30	Light Duty	9th Street	1238
...	2011-05-...	1239	Inventory	2011-06-01 10:07:53	Omaha Police Dept	1990	Ford	F-250	Light Duty	9th Street	1239
...	2011-05-...	1240	Inventory	2011-06-01 10:07:41	Omaha Police Dept	2007	Chevrolet	Express	Light Duty...	9th Street	1240
...	2011-05-...	1241	Inventory	2011-06-01 10:05:51	Omaha Police Dept	2001	Chevrolet	Express	Light Duty...	9th Street	1241
...	2011-05-...	1242	Inventory	2011-06-01 10:05:40	Omaha Police Dept	2001	Chevrolet	Express	Light Duty...	9th Street	1242
...	2011-05-...	1243	Inventory	2011-06-01 10:05:30	Omaha Police Dept	1999	Saturn	SC1	Light Duty...	10th St	1243
...	2011-05-...	1244	Inventory	2011-06-01 10:05:18	Omaha Police Dept	1990	Ford	F-250	Light Duty...	10th St	1244
...	2011-05-...	1246	Inventory	2011-06-01 10:04:55	Omaha Police Dept	1994	Oldsmobile	Eighty-Eig...	Light Duty	10th St	1246
...	2011-05-...	1247	Inventory	2011-06-01 10:04:47	Omaha Police Dept	2000	Buick	Park Aven...	Light Duty	10th St	1247
...	2011-05-1...	1248	Inventory	2011-06-01 10:04:37	Omaha Police Dept	1997	Pontiac	Grand Am	Light Duty	10th St	1248
...	2011-06-...	1249	Inventory	2011-06-01 10:04:20	Omaha Police Dept	2003	Chevrolet	Cavalier	Light Duty	928 Epic ...	1249
...	2011-05-1...	1254	Inventory	2011-06-01 10:03:27	Omaha Police Dept	1987	Honda	Accord	Light Duty	128 Main ...	1254
...	2011-05-1...	1261	Inventory	2011-06-01 10:02:02	Omaha Police Dept	2011	GMC	Acadia	Light Duty	128 Broke...	1261
...	2011-05-1...	1262	Inventory	2011-06-01 10:01:46	Omaha Police Dept	2007	GMC	Yukon	Light Duty	128 Broke...	1262
...	2011-05-1...	1263	Inventory	2011-06-01 10:01:27	Omaha Police Dept	1999	GMC	Yukon De...	Light Duty	128 Broke...	1263
...	2011-05-1...	1264	Inventory	2011-06-01 10:01:16	Omaha Police Dept	2006	GMC	Savana	Light Duty...	128 Broke...	1264
...	2011-05-1...	1265	Inventory	2011-06-01 10:01:05	Omaha Police Dept	1994	GMC	Vandura	Light Duty	128 Broke...	1265
...	2011-05-1...	1267	Inventory	2011-06-01 10:00:13	Omaha Police Dept	1986	Chevrolet	Step Van	Light Duty	48 Rugge...	1267

Inventory management is handled through call status on the Call Screen. The Call Screen manages the status, details associated with releasing the vehicle, or final disposition if Auctioned, Scrapped, or Sold.

Lot Inventory Mobile Application – TOPSInventory

Users are able to manage and take inventory of impounded vehicles using the TOPSInventory mobile application. The application scans QR code labels which are associated with impounded vehicles and updates TOPS® for management and reporting. Users are also able to update inventory location and vehicle information from the mobile application.



Driver License Scan/Swipe

To aid TOPS® users in the vehicle release process and assist them in adding bidders to auctions, TOPS® has integrated magnetic stripe readers to quickly and accurately capture name and address from a valid driver license. The Mag Stripe readers are standard 3 track readers available from office supply chains.

Lien with DMV Connection

Vehicles requiring lien processing are handled through the TOPS® integrated Lien Module. This module offers a simple step-driven process to allow users the flexibility to work vehicles through the process one step at a time and in batch. For example, within the Lien module, TOPS® is configurable to handle:

- Documentation print steps
- Data management steps
- Set reminders
- Vehicle registration steps
- Lien letter steps
- The ability to automatically set the planned auction date

Lien Letter Sample

Jack's Towing Service
1234 Market Highway
Orlando, FL 37404

**TOWING AND STORAGE
NOTICE OF CLAIM OF LIEN AND PROPOSED SALE OF MOTOR VEHICLE**

DATE: Friday, September 8, 2017

Adam Smith, #102938C
2959 E Main St
Orlando, FL 37408

Vehicle Information

Vehicle Year	1998	Make	Nissan	Model	Maxima
Vehicle Identification Number:	12345678901237			Tag Number:	FL CHA423
Location of Vehicle:	2959 E Main St Orlando, FL 37404				

NAMES AND ADDRESSES OF ANY OTHER PERSONS, INCLUDING ANY OTHER LIENHOLDERS OR INSURANCE COMPANY, CLAIMING AN INTEREST IN THE MOTOR VEHICLE.

Insurance
Plumbtree Ins Co
350 9th Ave Ste 1400
Chattanooga, CA 90210

EACH OF YOU ARE HEREBY NOTIFIED THAT THE ABOVE DESCRIBED MOTOR VEHICLE WAS TOWED AT THE REQUEST OF Private Property Impound
(PERSON WHO AUTHORIZED TOW)
ON 08/19/2017 AND THE ABOVE NAMED TOWING COMPANY IS IN POSSESSION OF AND CLAIMS A LIEN ON THE ABOVE DESCRIBED MOTOR
(DATE)
VEHICLE FOR RECOVERY, TOWING, AND STORAGE CHARGES ACCUMULATED IN THE AMOUNT OF: (TOTAL, including tax) \$ 712.16
ITEMIZED CHARGES: (TOWING CHARGES) \$ 115.66, (TOTAL STORAGE CHARGES) \$ 487.62 FOR 20 DAYS,
(RECOVERY CHARGES, IF APPLICABLE) \$ 0.00, AND (ADMINISTRATIVE FEES) \$ 69.86 THE STORAGE CHARGES WILL
CONTINUE TO ACCUMULATE AT THE RATE OF \$ 23.22 PER DAY (plus tax).

THE LIEN CLAIMED BY THE ABOVE NAMED TOWING COMPANY IS SUBJECT TO ENFORCEMENT PURSUANT TO F.S. 713.78 AND UNLESS SAID MOTOR VEHICLE IS REDEEMED FROM SAID TOWING COMPANY BY PAYMENT AS ALLOWED BY LAW, THE ABOVE DESCRIBED VEHICLE MAY BE SOLD TO SATISFY THE LIEN. IF THE VEHICLE IS NOT REDEEMED AND THAT MOTOR VEHICLE REMAINS UNCLAIMED, OR FOR WHICH THE CHARGES FOR RECOVERY, TOWING, OR STORAGE SERVICES REMAIN UNPAID, MAY BE SOLD FREE OF ALL PRIOR LIENS AFTER 35 DAYS IF THE VEHICLE IS MORE THAN 3 YEARS OF AGE AND AFTER 50 DAYS IF THE VEHICLE IS 3 YEARS OF AGE OR LESS. THE OWNER, LIENHOLDER, OR INSURANCE COMPANY, IF ANY, HAS THE RIGHT TO A HEARING AS SET FORTH IN SUBSECTION (5). THE ABOVE DESIGNATED TOWING COMPANY PROPOSES TO SELL THE VEHICLE AS FOLLOWS:

PUBLIC AUCTION TO BE HELD AT

COMMENCING AT 10:00 AM ON THE 12th DAY OF October, 2017

STATEMENT OF OWNERS RIGHTS

NOTICE THAT THE OWNER, LIENHOLDER OR INSURANCE COMPANY WITHIN 10 DAYS AFTER THE TIME THEY HAVE KNOWLEDGE OF THE LOCATION OF THE VEHICLE, MAY FILE A COMPLAINT IN THE COUNTY COURT IN WHICH THE VEHICLE IS STORED OR IN WHICH THE OWNER RESIDES TO DETERMINE IF THEIR PROPERTY WAS WRONGFULLY TAKEN OR WITHHELD FROM THEM.

NOTICE THAT UPON FILING A COMPLAINT, AN OWNER, LIENHOLDER, OR INSURANCE COMPANY MAY HAVE THEIR MOTOR VEHICLE RELEASED UPON POSTING WITH THE COURT A CASH OR SURETY BOND OR OTHER ADEQUATE SECURITY EQUAL TO THE AMOUNT OF THE CHARGES FOR TOWING AND STORAGE TO ENSURE THE PAYMENT OF SUCH CHARGES IN THE EVENT THEY DO NOT PREVAIL.

NOTICE THAT ANY PROCEEDS FROM THE SALE OF THE MOTOR VEHICLE REMAINING AFTER PAYMENT OF THE AMOUNT CLAIMED TO BE DUE AND OWING TO THE TOWING COMPANY WILL BE DEPOSITED WITH THE CLERK OF THE CIRCUIT COURT FOR DISPOSITION UPON COURT ORDER PURSUANT TO SUBSECTION (5) OF F.S., 713.78.

NOTE: THE 35 OR 50 DAY TIME FRAME THAT THE MOTOR VEHICLE MUST BE HELD SHOULD NOT INCLUDE THE DAY OF TOWING AND STORAGE, OR THE DATE OF THE SALE. WHEN A SEPARATE NOTICE IS SENT 15 DAYS PRIOR TO THE SALE DATE, THE DATE THE NOTICE WAS MAILED OR THE DATE OF SALE SHOULD NOT BE INCLUDED IN THE 15 DAYS. THE NEWSPAPER AD MUST BE PLACED 10 DAYS PRIOR TO THE SCHEDULED DATE OF SALE, BUT THE 10 DAYS SHOULD NOT INCLUDE THE DATE THE NOTICE WAS PLACED IN THE NEWSPAPER OR THE DATE OF THE SALE.

DATED THIS 8th DAY OF September, 2017

(SIGNATURE OF AUTHORIZED AGENT)

Auction

For vehicles requiring auction, TOPS® has a built-in Auction Processing Module. This module allows tow operators to setup individual auctions, specify vehicles being sold, print auction lists, add bidders to auctions, enter winning bids, and print state-specific lien sale documents (e.g., Release of Liability, Transfer Notices, etc.).

Reporting

TOPS® offers a complete set of standard reports. In addition, we are able to create custom reports based on specific requests. Our reporting module allows for integration of custom forms, including custom graphics and logos.

Sample Chain of Custody Report

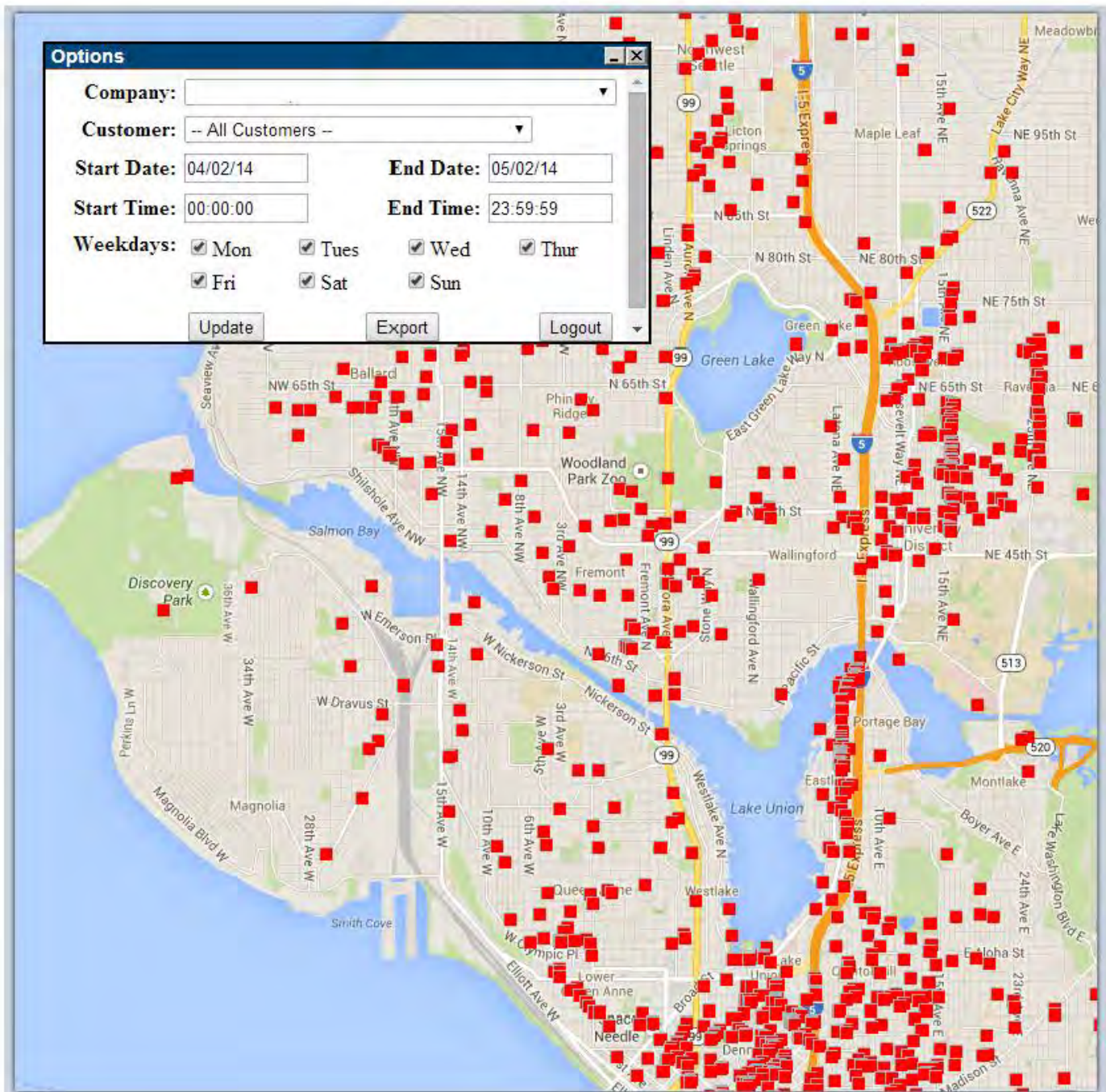
5/2/14 09:16		Chain of Custody Report Location: Denver Date Range: Filter:	
Event Date	Event	User ID	Description
03/26/13 11:19	Call Taken	dsd001	
03/26/13 11:21	Impound Date	dsd001	
03/26/13 11:23	Hold Created	dsd001	Auto Theft, Officer A
03/26/13 11:24	Contacts	dsd001	Vehicle Owner, PAMELA SUE MENDEZ, Lic#:Q207170340709
03/26/13 11:25	Contacts	dsd001	Lot Pass, PAMELA SUE MENDEZ, DL# Q207170340709
03/26/13 11:26	Notes	dsd001	up clubs
07/16/13 18:59	Notes	jpesnell	Changed the Lot Location from R2 S6
10/11/13 13:32	Notes	jpesnell	Changed the Inventory Lot from Main Impound Lot
10/14/13 16:29	Notes	jpesnell	Changed the Inventory Lot from South

User Security

TOPS® offers user-specific security levels for each system user. TOPS offers default role security; however, each user can have differing security access. Security levels can be specific to screen access, field access, functionality, and reporting.

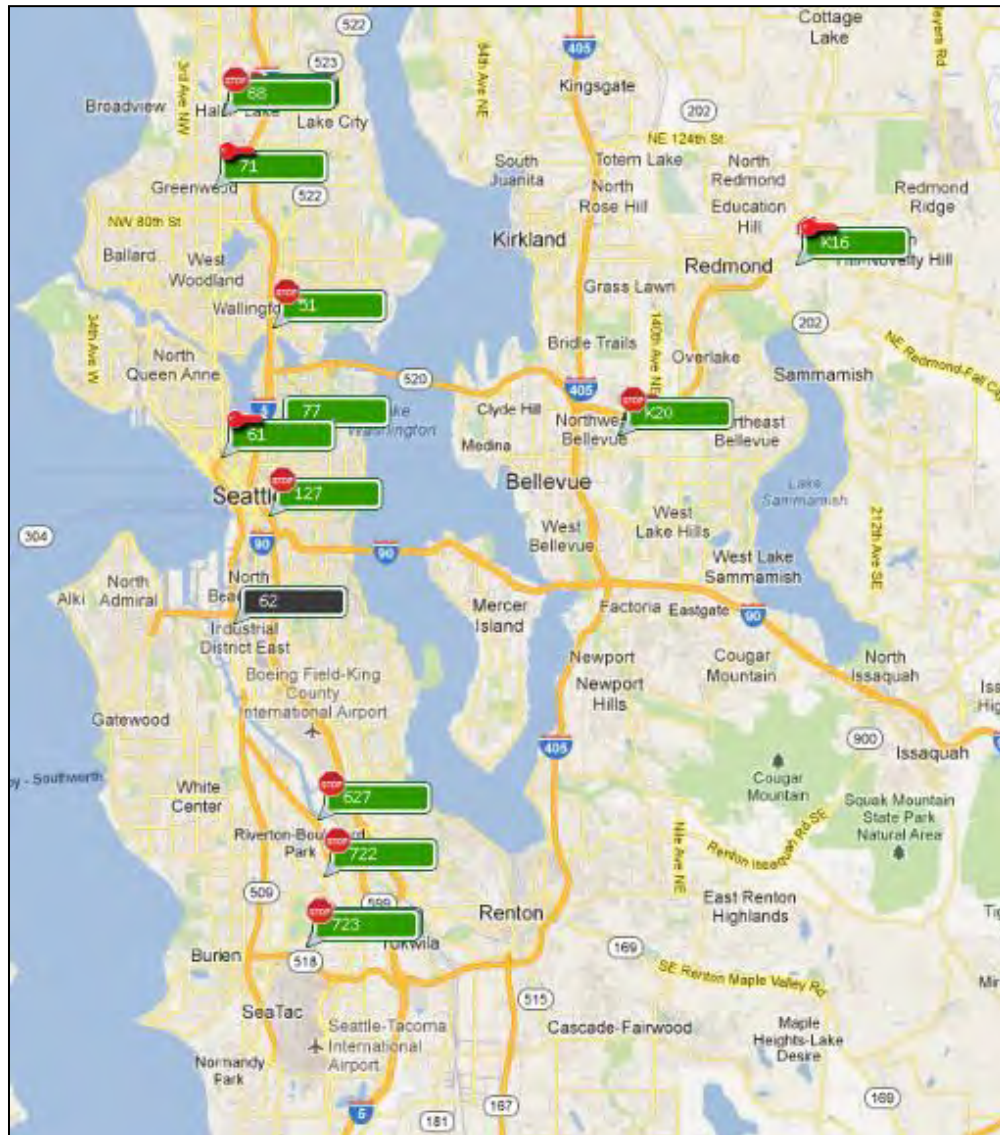
TOPS locations map

TOPSlocation mapping offers a visual perspective of tow locations for a single client or all clients over a date range. This data is also exportable for use with your own GIS system.



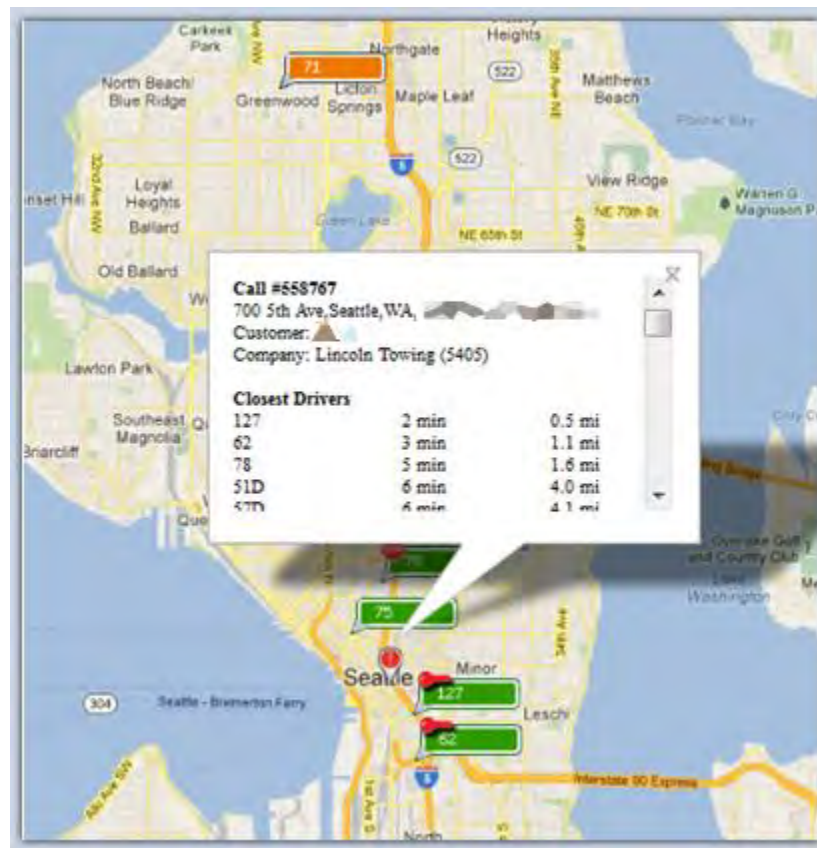
TXI Systems offers a low-cost vehicle-mounted GPS solution. Users can view a live vehicle tracking map or vehicle history, set alerts, and run reports. The system is marketed under the name of BudgetGPS and is fully developed and supported by TXI Systems.

Live Tracking Map



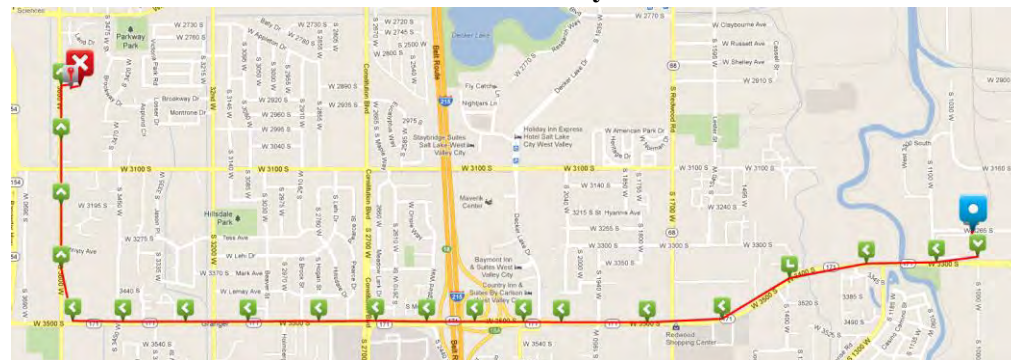
TOPS® Dispatch Location/Destination Mapping Integrated with GPS

The TOPS® Dispatch Screen is integrated with our GPS product. This integration allows users to see call location information, call destination information, and current vehicle locations on the same map. Icons on the map are uniquely identified and this visual dispatch tool offers a new perspective in dispatch call management. This tool offers an extremely powerful visual aid in helping dispatch personnel gain efficiencies in dispatching and truck routing.



TOPSgps includes features such as: Vehicle history, Geo-fencing with alerts, Speed Alerts, reporting, and more.

Vehicle History



Custom Development Example – PPI / NCIC

TXI Systems has the ability to deliver custom web and mobile applications. The example below is a web-enabled NCIC reminder / tickler application used by city personnel to manage private property impound checks against the NCIC system.

TOPS		
Private Lot		NCIC Status: 30 Days
Find By License # or VIN ...		
Displaying 8288 Results		
STATE/LICENSE #	VIN	QUICK DETAILS
NB TSX	KMHWF25S25	2005 Hyundai Sonata
		90 Days
STATE/LICENSE #	VIN	QUICK DETAILS
NE SBK	1GCGG25V45	2005 Chevrolet Express
		90 Days
STATE/LICENSE #	VIN	QUICK DETAILS
NE RPI	JKAZX4J167	2007 Kawasaki ZX600
		90 Days
STATE/LICENSE #	VIN	QUICK DETAILS
NE 20A	19UUA56612	2002 Acura 3.2 TL
		90 Days
STATE/LICENSE #	VIN	QUICK DETAILS
IA	3GNFK16R8XG	1999 Chevrolet Suburban
		30 Days
STATE/LICENSE #	VIN	QUICK DETAILS
NE TJ	JTEHH20V036	2003 Toyota Rav4
		30 Days
STATE/LICENSE #	VIN	QUICK DETAILS
NE THR	1G2HX52K8VH	1997 Pontiac Bonneville
		60 Days
STATE/LICENSE #	VIN	QUICK DETAILS
NE TBM	2G1WB58K579	2007 Chevrolet Impala
		90 Days
STATE/LICENSE #	VIN	QUICK DETAILS
NE TEZ	1FAHP3K23CL	2012 Ford Focus
		60 Days
STATE/LICENSE #	VIN	QUICK DETAILS
NE	1G8ZH5289TZ	1996 Saturn SL1
		90 Days
STATE/LICENSE #	VIN	QUICK DETAILS
KS 59	1G8ZY14732Z	2002 Saturn SC2
		60 Days

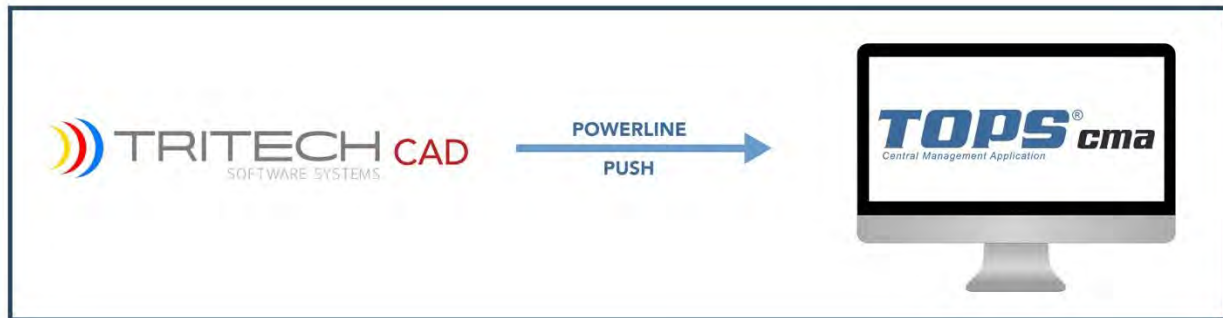
Custom Development Example – Impound Lot

The example below is a web-enabled application operating on a tablet as a remote call entry/check-in tool used by impound lot personnel as vehicles are received.

*Tower:	<input type="text"/>	Property In Vehicle:	<input type="text"/>
TSR #:	<input type="text"/>	Radio:	<input type="text"/>
*Stock #:	<input type="text"/>	Battery:	<input type="text"/>
Case #:	<input type="text"/>	Engine Removed:	<input type="text"/>
*Date/Time Ordered:	<input type="text"/>	Transmission:	<input type="text"/>
*Date/Time Arrived:	<input type="text"/>	Drive Shaft Disconnected:	<input type="text"/>
*Date/Time Impounded:	<input type="text"/>	Vehicle Locked:	<input type="text"/>
Officer Badge #:	<input type="text"/>	Keys in Vehicle:	<input type="text"/>
Notes:	<input type="text"/>	Trunk Open:	<input type="text"/>
VIN:	<input type="text"/>	Broken Steering Column:	<input type="text"/>
	<input type="button" value="Lookup VIN"/>	Number of Hubcaps:	<input type="text" value="0"/>
Year:	<input type="text"/>	RF Wheel:	<input type="text"/>
Make:	<input type="text"/>	LF Wheel:	<input type="text"/>
Model:	<input type="text"/>	RR Wheel:	<input type="text"/>
Body Type:	<input type="text"/>	LR Wheel:	<input type="text"/>
Color:	<input type="text"/>	Spare Wheel:	<input type="text"/>
License #:	<input type="text"/>	RF Tire:	<input type="text"/>
License State:	<input type="text"/>	LF Tire:	<input type="text"/>
Expiration Month:	<input type="text"/>	RR Tire:	<input type="text"/>
Expiration Year:	<input type="text"/>	LR Tire:	<input type="text"/>
Odometer:	<input type="text"/>	Spare Tire:	<input type="text"/>
Other Info:	<input type="text"/>	LF Fender:	<input type="text"/>
*Towed From:	<input type="text"/>	RF Fender:	<input type="text"/>
Towed To:	<input type="text"/>	LR Quarter Panel:	<input type="text"/>
Hold?:	<input type="text"/>	RR Quarter Panel:	<input type="text"/>
Hold Dept #:	<input type="text"/>	Front Bumper:	<input type="text"/>
Authorized By:	<input type="text"/>	Front Grill:	<input type="text"/>
		Front Fascia:	<input type="text"/>
		Rear Bumper:	<input type="text"/>

Integration Examples

CAD Integration – We have the ability to integrate with 3rd party external systems such as CAD. In this integration example tow request are pushed from a TRITECH CAD through the TRITECH Powerline functionality into TOPScma to create new tow requests electronically without the need for phone calls or manual data entry.



Evidence Management – We have the ability to integrate with 3rd party external systems such as the FileOnQ Evidence Management systems for the sharing of impound-related data. As vehicles are impounded, impound records are shared with FileOnQ, and from FileOnQ into the City RMS system for seamless and transparent data exchange between systems.

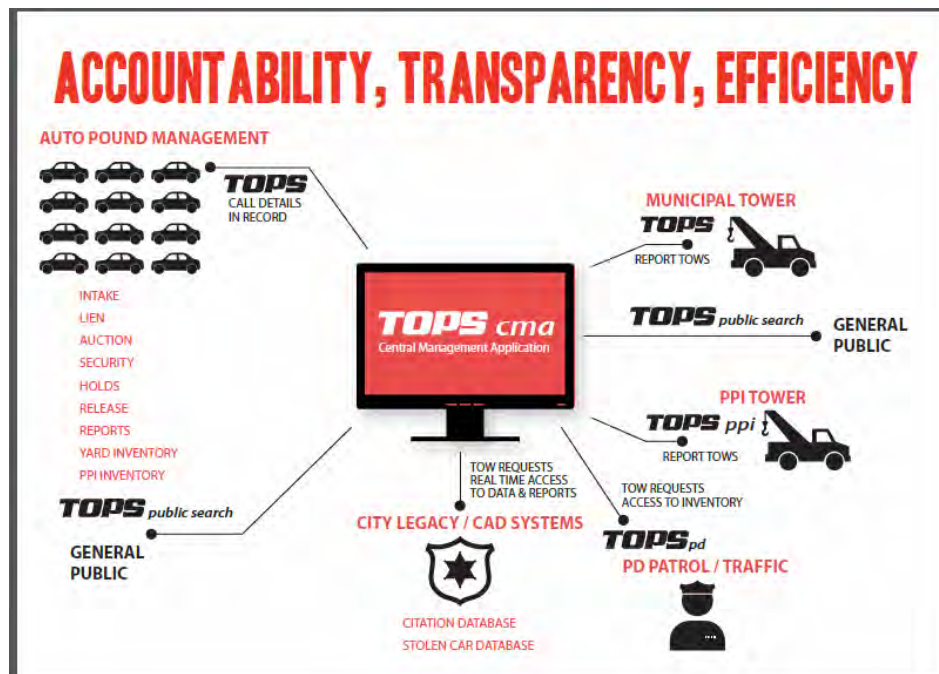


Overview

TOPScma is a robust tool used exclusively for managing municipal dispatch tow operations. Municipalities and management companies use TOPScma to reduce time on the phone, increase data accuracy, improve tower response times, and efficiently manage tower contract compliance.

TOPScma offers electronic tow request distribution to your contract tow operators based on dispatching to the closest truck (truck mount GPS), zone or rotation management, and any combination of the above. TOPScma manages arrival/ETAs, call rejections, call cancels, reporting, complex search and real-time call messaging between the municipality and the contract tow operators. This web-based application can accept electronic tow requests from city systems such as CAD. Tow requests are then routed to the appropriate contract tow operator based on your dispatch rules. TOPScma connects seamlessly to TOPS® for towing management by contracted tow operators and TOPS® for full service impound lot management.

TOPScma supports multi division / multi-department implementations. Not only will TOPScma manage your City Police Department tow requests, but it is also configurable to allow the Fire Department, City Fleets, Airport Police, Parks and Recreation and County Sheriff Departments to use the same system to dispatch contracted tow operators. User Security within the system restricts access to the appropriate departments as required.



Features of TOPScma include:

Call Entry

- ✓ Receive direct from CAD/RMS (via web services)
- ✓ Receive direct from Officer (thru CAD/RMS) (via web services)
- ✓ Receive direct from Officer (via web based entry form from TOPScma)
- ✓ Manual Entry into TOPScma

Dispatch

- ✓ Supports Multi-Division (City, County)
- ✓ Supports Multi-Department (Police, Fire, Fleet)
 - Each with unique dispatch rules, ETA, etc
 - Zone Based
 - Full Rotation or Rotation within Zone
 - Closest Truck (GPS)
 - Closest Truck (GPS) with our exclusive fairness algorithm
 - With unique ETA per Call Type
 - Manual Assignment

Messaging

- ✓ Electronic messaging between Agency, Tower(s) and Impound Yard(s)
 - Date/Time stamped
 - Acknowledgment tracking
 - Audible Alert for new message notification
 - General or Call related - tied to job history

Impound Management

- ✓ Impound using single or multiple impound lot(s)
- ✓ En route to Impound Lot(s) queue
- ✓ Complete call history – Dispatch to Impound to Final Disposition

Reporting and Search

- ✓ Standard and Custom Reports
 - Export Results to Excel
- ✓ Simple and Complex Search
 - Export Results to Excel
- ✓ Tow Operator Compliance

Additional Features

- ✓ Mobile Tools
- ✓ Multi-Truck Dispatch Support (flat-bed with wheel-lift / dolly for 2nd vehicle)
- ✓ Electronic Tow Sheet (Tow Incident Report)
- ✓ Integrates with TOPS® for full towing management
- ✓ Integrates with TOPS® for full Impound Lot Management
- ✓ Image Storage
- ✓ Document Storage
- ✓ Public Search
- ✓ Web based platform
- ✓ Supports full 2-way integration with CAD / RMS via web services



TOPSpublicsearch

TOPSpublicsearch is used by cities, police and sheriff departments, and tow operators to offer a web-enabled search portal for citizens. This tool enables citizens to accurately find and retrieve their vehicles from browser-based devices. Citizens searching for their vehicles are required to enter specific vehicle information, and upon successful entry, will receive results indicating tow status, storage location, and a map to the storage lot. TOPSpublicsearch includes optional setup choices allowing the search provider to exclude certain storage lots from search, the ability to show pricing and/or price details, the ability to flag “hold” vehicles with pricing or not, and options to capture searching party name and phone number, or insurance company name and claim number. It is also possible to integrate a “Pay Here” portal allowing citizens to pay for their vehicle prior to arriving at the impound yard. Typically, this search tool is embedded into the city or police website and available for citizen public search.



TOPSppi (private property impound)

TOPSppi is a web-enabled application which is deployed to non-consent (Private Property Impound or PPI) tow operators, allowing them to electronically file tow records in a central database for the local municipality. This tool requires the tow operators to input vehicle information and license plate information and to process vehicle identification numbers through a VIN decoder, ensuring accurate information is passed to the central database. As records are created, this data is immediately available to city and law enforcement personnel to use as needed. This electronic portal saves time and increases accuracy by eliminating phone calls and the faxing of data from the local tow companies. By adding TOPSpublicsearch, citizens are able to search for towed vehicles via a municipally supplied public search portal.



TOPSmunicipal

TOPSmunicipal is a web-based search portal designed specifically for police departments, 311, and 911, giving them search inquiries into storage lots associated with municipal and non-consent towing. This search offers additional data points over the TOPSpublicsearch portal, with the ability to search using wildcard searches of VIN or license tag as well as the ability to view a full inventory list. Additional reporting can be incorporated based on the needs of the law enforcement agency.

Tab 9 – Required Documents

- Ø Clean Air and Water Act / Debarment Notice
- Ø Contractors Requirements
- Ø Antitrust Certification Statements
- Ø FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Ø Required Clauses for Federal Assistance by FTA
- Ø State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor TXI Systems, Inc.

Print Name Jeff Pesnell

Address PO Box 5695

City/State/Zip Chattanooga, TN 37406

Authorized Signature 

Date 03/14/2019

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized Signature  _____

Date 03/14/2019

Antitrust Certification Statements (Tex. Government Code §2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name TXI Systems, Inc.

Address PO Box 5695

City/State/Zip Chattanooga, TN 37406

Telephone No. 423-595-3135

Fax No. 866-799-0261

Email address jeff.pesnell@txisystems.com

Printed name Jeff Pesnell

Position with company COO

Authorized signature 

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>