

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY)
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Police Department	DATE: 3/1/2016
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SUBJECT: Sixth Amendment to Agreement with TEGSCO, LLC (doing business as AutoReturn) for Management of the Computer Operated Towing Dispatch Center

PRIMARY CONTACT (NAME, PHONE): Sergeant Ruben Gutierrez, 858-495-7801, M.S. 732	SECONDARY CONTACT (NAME, PHONE): Lieutenant Darryl Hoover, 858-495-7819, M.S. 732
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00



FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): There is no cost to the City associated with this contract extension. It is cost-neutral, since the cost is offset by a portion of the tow franchise fees paid to the City by Licensed Impound Providers.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Ramirez, David	03/01/2016
Financial Management	CFO		
Liaison Office	DEPUTY CHIEF		
Equal Opportunity Contracting	COO		
	CITY ATTORNEY	Peter, Linda	
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorize the Mayor or his designee to execute a contract amendment with TEGSCO, LLC (doing business as AutoReturn) for the management of the Computer Operated Towing Dispatch Center, extending the existing five-year agreement with a two-year contract extension and an option to renew for one additional one-year term.

STAFF RECOMMENDATIONS: Introduce the Ordinance	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	All
COMMUNITY AREA(S):	All
ENVIRONMENTAL IMPACT:	This activity is not a project as defined by California Environmental Quality Act Section 21065 and State CEQA Guidelines Section 15378(b)(4), as it is a government fiscal activity, which does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. As such, this activity is not subject to CEQA pursuant to Section 15060(c)(3).
CITY CLERK INSTRUCTIONS:	Please send an executed copy of the final ordinance to Sgt. Ruben Gutierrez at MS 732. This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required)

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 3/1/2016

ORIGINATING DEPARTMENT: Police Department

SUBJECT: Sixth Amendment to Agreement with TEGSCO, LLC (doing business as AutoReturn) for Management of the Computer Operated Towing Dispatch Center

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Sergeant Ruben Gutierrez/858-495-7801, M.S. 732

DESCRIPTIVE SUMMARY OF ITEM:

The Police Department is requesting approval to extend the current agreement with TEGSCO, LLC (doing business as AutoReturn) for the software application and management of the Computer Operated Towing Dispatch Center for towing services provided by contracted Licensed Tow Providers and Licensed Impound Providers. The request is to extend the current five-year agreement with AutoReturn for a period of two years with the option to renew for one additional year. The agreement is cost-neutral to the City. The cost is offset by a portion of the tow franchise fees paid to the City by the Licensed Impound Providers.

STAFF RECOMMENDATION:

Introduce the Ordinance

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

On August 10, 2009, the City entered into an agreement with TEGSCO, LLC (doing business as AutoReturn) to provide the management, towing dispatch, and software application for towing services provided by contracted Licensed Tow Providers (LTP) and Licensed Impound Providers (LIP) to the City of San Diego. The terms of the agreement became effective on June 22, 2011 for a period of two years, with options to renew for three additional one-year periods. The agreement is due to expire on June 22, 2016.

AutoReturn provides dispatch services and logistics to monitor the LTPs and LIPs for fee consistency, equipment safety, and timely response to tow requests. AutoReturn has a “closest to” dispatch system. The dispatcher receiving the tow request has the ability to locate the closest LTP driver to a call utilizing AutoReturn’s dispatching application and GPS system installed on a smartphone. The LTP drivers carry the phones with them in the field in order to receive dispatches and respond in a timely fashion.

In March 2011, the City entered into contracts with 13 LTPs for towing services and two LIPs for impound and storage services. Currently, AutoReturn provides the oversight of nine LTPs and one LIP and manages dispatch resources necessary for each tow ordered by Police Department dispatch.

On December 23, 2015, the Police Department entered into an agreement with Intergraph Corporation to replace the Department’s existing 25-year old antiquated Computer Aided Dispatch System (CAD). The CAD system contains many sub-systems and interfaces. These interfaces perform specific functions and were customized specifically to work with the CAD

system. One of the interfaces is between the CAD system and the AutoReturn dispatch system. The AutoReturn dispatch system itself is comprised of several additional interfacing components. It interfaces with the CAD Message Switch, which routes data over wireless and ground-circuited networks between Mobile Computer Terminals (MCTs) and the CAD system. The AutoReturn interface to the CAD system and the Message Switch is very complex and required customized coding and enhancement to integrate it with all the different components. With limited resources supporting the CAD system and the Message Switch in their present state, the Department cannot afford CAD outages that may impact the Police Department dispatch operations, public safety, or officer safety.

On February 25, 2016, the Director of Purchasing and Contracting approved the Police Department's sole source request, with AutoReturn for three years due to the public safety mission critical nature of the CAD system. The Police Department cannot risk introduction of any new interfaces or new technology to this antiquated CAD system at this time, which would require major enhancements and modifications.

The Police Department requests an extension to the existing agreement with AutoReturn for the Computer Operated Towing Dispatch Center until the new CAD system is online and operational, which is expected to occur in FY 2018. At that time, the Police Department will have more stabilized, integrated, and fully supported CAD and mobile computer terminal systems and the risks associated with making changes to interfaces will be greatly reduced.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal #1: Provide high quality public service.

Objective #1: Promote a customer-focused culture that prizes accessible, consistent, and predictable delivery of services.

Objective #2: Improve external and internal coordination and communication.

Objective #4: Ensure equipment and technologies are in place so that employees can achieve high quality public service.

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #1: Protect lives, property, and the environment through timely and effective response in all communities.

Objective #3: Invest in infrastructure.

Objective #4: Foster services that improve the quality of life.

FISCAL CONSIDERATIONS:

There is no cost to the City associated with this contract extension. It is cost-neutral, since the cost is offset by a portion of the tow franchise fees paid to the City by Licensed Impound Providers.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The Police Department, licensed tow providers, licensed impound providers, and citizens of San Diego.

Ramirez, David
Originating Department

Deputy Chief/Chief Operating Officer



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Tegsco

ADA/DBA: AutoReturn

Address (Corporate Headquarters, where applicable): 450 7th Street

City: San Francisco County: San Francisco State: CA Zip: 94103

Telephone Number: () 415-865-8200 Fax Number: () 415-575-2343

Name of Company CEO: John Wicker

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____ Email: _____

Type of Business: Municipal Towing Logistics Type of License: Business Tax License

The Company has appointed: Raymond Krouse

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 450 7th Street San Francisco, CA 94103

Telephone Number: () 415-575-2356 Fax Number: () 415-575-2376 Email: rkrouse@autoreturn.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Tegsco dba AutoReturn
(Firm Name)

San Francisco, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 4 day of March, 2016.

LaGina Williams
(Authorized Signature)

LaGina Williams
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: AutoReturn

DATE: 03/02/2016

OFFICE(S) or BRANCH(ES): S.F., Indianapolis, Daly City COUNTY: San Francisco CO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial			1						1	12			1
Professional														
A&E, Science, Computer														
Technical										5				
Sales														
Administrative Support		6	1	2		1			2	3	4			
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*			6						1					

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	6	8	2		1				1	3	20	4	1	
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Grand Total All Employees

46

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	NA													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers



THE CITY OF SAN DIEGO

SUBMIT

Request for Human Resources Approval for Purchase Requisition (Contracting Out Review Request Form)

Requesting Department: San Diego Police Department

Vendor Name: TEGSCO, LLC (doing business as AutoReturn)

WBS No. or Project Title: Computer Operated Towing Dispatch Center

Purchase Requisition # (if available): _____

Department Contact: Sergeant Ruben Gutierrez

Date of Request: 03/03/2016

Contract Amount/Estimate: \$ It is cost-neutral. The cost is offset by a portion of the tow franchise fees paid t by Licensed Impound Providers.

Contract/Service Duration: Extend the current five-year agreement for a period of two years with the option to renew for one additional year.

Litigation Services (if applicable): Yes or No

Deputy City Attorney Assigned/Contact: Linda Peter, DCA

P-Card Purchase (if applicable): Yes or No

*NOTE: Please provide a description of the activity/services requested and what the request to contract out work will cover.
(Please use plain language for the terms/definitions)*

Please submit request to HumanResources@sandiego.gov or MS 56L

Question	Department Response
What is the contract/service for? (Please be specific as to the scope of work)	This contract extension agreement is for the software application and management of the Computer Operated Towing Dispatch Center for towing services provided by contracted Licensed Tow Providers and Licensed Impound Providers.
What is the location of the project/service?	City-wide.
Are City employees currently performing any of the work?	No. The City of San Diego does not perform towing dispatch services.
Do City employees currently have the expertise to do this work in-house? If not, why not?	No. The City of San Diego does not perform towing dispatch services.

<p>Will any City employees be displaced as a result of this contract/service?</p>	<p>No. No. The City of San Diego does not perform towing dispatch services.</p>
<p>If this is a renewal of an existing contract, how long have these services been contracted out?</p>	<p>This is to extend the current five-year agreement with AutoReturn for a period of two years with the option to renew for one additional year.</p>
<p>Is this a Public Works project? * (i.e. construction, reconstruction or repair of City buildings, street or other facilities)</p>	<p>No.</p>
<p>Is this a Tenant Improvement project? * (i.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)</p>	<p>No.</p>
<p>Was another Department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication. If not, why was another Department not contacted?</p>	<p>No.</p>

**NOTE: If Public Works project (\$100,000 in labor costs or less) or Tenant Improvement project (\$250,000 in labor costs or less) requires HR review/approval. All other contracts require HR review/approval regardless of dollar amount. Remember – Departments cannot intentionally bundle services to avoid the threshold labor costs.*

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is **APPROVED** from a labor relations perspective.

Human Resources Department Liaison

3/3/16

Date

3696
RECEIVED FEB 24 2016
NW

Purchasing and Contracting Department
City of San Diego

REQUEST AND CERTIFICATION FOR SOLE SOURCE PROCUREMENT

To: Purchasing and Contracting Director or Designee

From:	Ruben Gutierrez	Sergeant/Tow Administrator	SDPD/Traffic Division
	Name	Title	Department

Date: January 29, 2016

1. Describe goods or service(s) to be purchased. Include vendor's cost, City stock number if applicable, name, and telephone number:
A Computer Operated Dispatch Center to provide management and dispatching for towing services provided by contracted tow providers to the City of San Diego. The company currently providing the services is TEGSCO, LLC, doing business as Auto Return. The Contact name is John Wicker, CEO. The telephone number is 415-575-2355. This is a cost neutral service based on a fee of \$22.00 per vehicle, paid through the designated tow fees collected from licensed impound providers. The historical value of this service is estimated at \$570,000.00 per year. Request for three year sole source starting June 23, 2016.
2. Explain why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible:
The Police Department has recently entered into an agreement with Intergraph Corporation to replace the Department's existing 25-year old antiquated Computer Aided Dispatch (CAD) System. There are significant concerns related to changing vendors for the tow system, as outlined below. Due to the age of the CAD and Mobile Computer Terminal (MCT) systems and limited support for both, it is very risky to make any changes to either system at this time. The Police Department would like to retain the current tow management and dispatching vendor until the new CAD system is online, which is expected to occur in FY 2018. At that time, we will have a stabilized, integrated and fully supported CAD and mobile system, and the risks associated with making changes to interfaces will be greatly reduced.

The CAD system contains many sub-systems and interfaces. These interfaces perform specific functions and they were customized specifically to work with the CAD system. One of these interface components is the towing interface. The incumbent provider for this interface and accompanying service is AutoReturn. AutoReturn provides the software application and service necessary for the department to facilitate the towing of motor vehicles. The software application itself comprises of several interfacing components. It interfaces with the Enforcement Services Agency (ESA) Message Switch, which routes data over wireless and ground-circuited networks between Mobile Computer Terminals (MCTs) and the CAD system. Also, it interfaces between the CAD system and the AutoReturn vendor's dispatch system. AutoReturn oversees the various

contracted towing service providers and dispatch resources necessary for each tow ordered by the SDPD Dispatch. The AutoReturn interface to the CAD system and the ESA Message Switch is very complex and required customized coding and enhancement for it working harmoniously with all the different components.

Due to the public safety mission critical nature of the CAD system and its interfaces, the SDPD cannot risk introduction of any new interfaces or new technology to this antiquated CAD system, which will require major enhancements and modifications. Furthermore, with limited resources supporting the CAD system and the Message Switch, the department cannot afford CAD outages that will impact the SDPD dispatch operations significantly, which impacts public safety and officer safety.

3. This sole source procurement is necessary because:

- Goods are available from only one source
- The requested goods are replacement parts or components for existing City equipment or required by warranty and/or insurance coverage
- The contract is necessary for the reasons explained in San Diego Municipal Code (SDMC) section 22.3208(c) (explain) [Click here to enter text.](#)
- Other (describe) Per item number two's explanation of the constraints with the current CAD system, the Police Department is exploring the option of this sole source request per Municipal Code SDMC section 22.3016(a) and 22.3016(b).

4. Goods and services evaluated (add additional pages, if needed):

A.	<u>Computer Operated Dispatch Center Service</u> Good/Service <u>John Wicker, CEO</u> Person Contacted	<u>TEGSCO, LLC., doing business as Auto Return</u> Name of Vendor <u>415-575-2355</u> Telephone Number	<u>Cost neutral at \$22.00 dollars per tow. See above item #1 above.</u> Bid Amount <u>Not Applicable</u> SLBE Status
B.	<u>Click here to enter text.</u> Good/Service <u>Click here to enter text.</u> Person Contacted	<u>Click here to enter text.</u> Name of Vendor <u>Click here to enter text.</u> Telephone Number	<u>Click here to enter text.</u> Bid Amount <u>Click here to enter text.</u> SLBE Status
C.	<u>Click here to enter text.</u> Good/Service <u>Click here to enter text.</u> Person Contacted	<u>Click here to enter text.</u> Name of Vendor <u>Click here to enter text.</u> Telephone Number	<u>Click here to enter text.</u> Bid Amount <u>Click here to enter text.</u> SLBE Status

REVIEWED:

Department Director or Designee

02/01/16

Date

APPROVED:

Deputy Chief Operating Officer

2/1/16

Date

DENIED:

Deputy Chief Operating Officer

Date

Reason for denial:

5. Purchasing Department Comments:

I approve this sole source due to the technical integration of the CAD & MCT systems with the computer operated dispatch center, providing towing services for SDPD.

Buyer:

Aimal Laig

2/25/2016

Date

Given the information in your memorandum, I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would therefore be undesirable, impracticable, or impossible. My approval is valid for one (1) year from the signature date below. The requesting department must submit a purchase requisition and a copy of this certification to Purchasing and Contracting in order for a Purchase Order to be issued.

APPROVED:

Purchasing Director/Designee under SDMC §22.3016

2/25/2016

Date

DENIED:

Purchasing Director/Designee under SDMC §22.3016

Date

Reason(s) for denial:

**SIXTH AMENDMENT TO
THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
TEGSCO, LLC d/b/a AUTORETURN
FOR A
COMPUTER OPERATED TOWING DISPATCH CENTER

CONTRACT NO. 9226-08-P-RFP**

This Sixth Amendment to the MOA for a Computer Operated Towing Dispatch Center (Sixth Amendment) is made and entered into by and between the City of San Diego (City) and TEGSCO, LLC d/b/a AutoReturn (Contractor), also referred to individually as "Party" and collectively as the "Parties."

RECITALS

1. City issued RFP Number 9226-08-P-RFP and accepted Contractor's proposal, resulting in a contract between the City and Contractor (Contract). The Contract is comprised of the RFP and Cover Sheet; the successful proposal; the Notice of Intent to Award; the City's written acceptance of exceptions or clarifications to the RFP, if any; and the City's General Contract Terms and Provisions, dated January 18, 2005 ("General Provisions"). In addition, the Contract is comprised of the original MOA, dated August 10, 2009, and any exhibits, attachments, or addenda to any of the documents referenced therein, and any documents incorporated therein by reference; Amendments suspending the MOA for up to 720 days (see the letter Agreement dated December 8, 2009; Amendment No. 1, dated May 13, 2010; Amendment No. 2, dated November 24, 2010; and Amendment No. 3, dated May 9, 2011); Amendment 4, dated September 23, 2011, adding private tows at \$22 per dispatch; Amendment 5, dated October 15, 2012, deleting the option for three additional one-year periods, and replacing it with an option for one additional three-year period; and the MOA dated October 15, 2012 exercising the option to renew and extend the contract for three years through June 22, 2016.

2. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.

3. The Parties wish to amend the Contract to revise some terms and to extend the term of the Contract beyond five years.

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TERMS

1. Section I, Paragraph B of the Contract, "Scope of Work," is revised in part, to read as follows:

The City of San Diego seeks to provide the most efficient and cost effective service possible to the citizens of San Diego. Contractor shall be responsible for meeting the requirements specified within this document and the requirements and specifications outlined in the SDPD Tow Operations Manual, which may be updated, modified, or revised, as necessary. Said requirements shall be considered the minimum requirements acceptable to the City, which Contractor shall meet in providing communication and administration services for the City towing contract. City encourages Contractor to be innovative and creative in using administrative and technical skills to meet the requirements of this contract in a cost-effective manner.

2. Section II, Paragraph A of the Contract, "Tow Zones/Beats," is revised in part, to read as follows:

For the purposes of this contract, the City is divided into nine (9) separate tow zones that encompass the geographical areas of the following beats of the San Diego Police Department. Tow Zones/Beats may be subject to change, as necessary. Maps and charts of the Tow Zones/Beats will be distributed to Contractor.

The chart showing SDPD Beats and Tow Zones 1-10 is hereby deleted, and will be provided to Contractor separately.

3. Section II, Paragraph D of the Contract, "San Diego Dispatch System Requirement," is revised in part, to read as follows:

2. Automatic Selection and Routing

Automatically select the Licensed Tow Provider based on criteria set forth by SDPD, including the designated and assigned Zones/Beats, and electronically route the request to the respective Licensed Tow Provider.

4. Data Management

All tow information shall be stored automatically and the City shall be able to easily access real-time online information and reports. Reports shall be viewable and printable and the City shall have the ability to manipulate and customize reports as required (See Section II, Paragraph H, "Reports (Contractual and Private)"). All data and reports shall be the property of the City and may not be released without the

permission of the Chief of Police or designee. Contractor must be able to provide and maintain all equipment and provide 24-hour per day technical support.

10. Security

Contractor shall have multiple levels of security to protect data in transit and at rest. The system shall provide either a Secure Socket TCP/IP or SSL WebApi with a minimum of 128bit encryption, 256bit AES preferred. The system to system connection shall provide for a unique SDPD username/password challenge at the start of each connection after encrypted tunnel has been established. No data of SDPD shall be provided to any other outside system or vendor except those Licensed Towing Providers or Licensed Impound Providers or their agents, as authorized by City.

All SDPD data that contains any identifying information on the registered Owner, lease holder, driver or lessee shall be encrypted at rest and available only to the San Diego Police Department or its agents, as authorized in writing by the San Diego Police Department. Such encryption of data at rest shall adhere to the same data encryption standards utilized for data in transit as specified above.

12. Automated Billings

The Contractor shall capture Licensed Tow Provider and Licensed Impound Provider invoice data, including: vehicle description; type of service; service start time; service end time; location of service call; itemized cost of towing and storage; driver's name, and class of tow used. The specified invoice data shall be captured for each vehicle towed and impounded, and shall be included in an Automated billing report for all accounts receivable of all tow-related fees.

4. Section II, Paragraph J of the Contract, "Response Time," is revised in part, to read as follows:

3. Failure to respond to required tow requests and/or repeated failures to meet maximum response time requirements shall constitute failure to comply with the terms and conditions of this contract. Violations of this provision will result in administration penalties, suspensions, and/or termination of contract.

5. Section II, Paragraph K of the Contract, "Response Time Exceptions," is revised in its entirety, to read as follows:

The San Diego Police Department may request a tow for vehicles that are abandoned, in violation of the seventy-two (72) hour ordinance, or for vehicle abatements. Licensed Tow Providers must abide by the required response time of 30 minutes for

vehicles towed for abandonment, seventy-two (72) hour violations, and abatements from private property.

SDPD sets the criteria for any exceptions to response times.

6. Section II, Paragraph L of the Contract, "Business Records," is revised in part, to read as follows:

6. Contractor shall be responsible for meeting the requirements specified within this document and the requirements and specifications outlined in the SDPD Tow Operations Manual, which may be updated, modified, or revised, as necessary. The Tow Operations Manual describes the standardized reporting procedures relative to vehicle towing, storage, release, billing, and other related services for the City. Said requirements shall be considered the minimum requirements acceptable to the City, which Contractor shall meet in providing communication and administration services for the City towing contract.

7. Section II, Paragraph M of the Contract, "Experience and Qualifications," is revised in part by adding the following, to read as follows:

Contractor shall, at no cost to City, conduct and provide criminal background checks and results to the City on all its employees, including company owners, contractors, sub-contractors, and all other personnel having access to any SDPD information.

8. The term of the Contract is extended for two (2) years, and the City reserves the option to renew the Contract for one (1) additional one-year period.

9. This Sixth Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

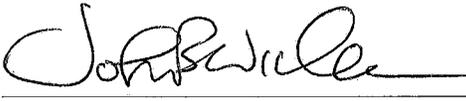
10. All provisions of the Contract not addressed in this Sixth Amendment remain in full force and effect.

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IN WITNESS WHEREOF, this Sixth Amendment is executed by City and Contractor acting by and through their authorized officers.

Contractor
TEGSCO, LLC d/b/a AutoReturn

City of San Diego
Mayor Kevin L. Faulconer,
Or designee

By: 

By: _____

Name: JOHN B. WICKER

Name: _____

Title: CEO

Title: _____

Date: FEB. 25, 2016

Date: _____

Approved as to form this __ day of
_____, 2016.

JAN I. GOLDSMITH, City Attorney

By: _____

Linda L. Peter
Deputy City Attorney

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement ("MOA") is hereby made by and among TEGSCO, LLC d/b/a AutoReturn ("Proposer") and the City of San Diego ("City"), collectively referred to as the "Parties," to memorialize their acceptance of the terms of the contract resulting from the Proposer's successful proposal in response to the City's Request for Proposal ("RFP") No. 9226-08-P-RFP, Computer Operated Towing Dispatch Center.

Recitals

WHEREAS, the Proposer has submitted a proposal in response to the RFP, and in doing so has agreed that, should the proposal be successful, it will be bound by the terms of the Contract Documents as defined in the RFP: including the RFP; the City of San Diego's General Provisions for Proposals dated January 18, 2005 ("General Provisions"); the proposal submitted (technical and price volume); the City's award letter(s); the Proposer's Best and Final Offer (if any); the attached document entitled "AutoReturn - Computer Operated Towing Dispatch Center Contract Benchmarks, Descriptions and Dates"(Attachment 1) ; the attached letter from the City to the Proposer dated September 22, 2008 (Attachment 2), the attached Proposer's oral presentation and responses to written questions dated October 1, 2008 (Attachment 3), the attached letter to the Proposer from the City dated February 6, 2009 (Attachment 4), the attached letter from Coblenz, Patch, Duffy & Bass, LLP, Attorneys at Law (on behalf of the Proposer) to the City dated February 9, 2009 (Attachment 5), and the attached letter from the City to the Proposer dated April 21, 2009 (Attachment 6); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference;

WHEREAS, the City has determined that the Proposer's proposal is the winning proposal and intends to award the contract to the Proposer on that basis;

THEREFORE, the Parties agree to the following:

Agreement

The Parties mutually agree that, as a result of the City's acceptance of the Proposer's proposal in response to the RFP, the Parties shall be mutually bound by the Contract Documents, as defined above. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) the MOA and attachments thereto take precedence over conflicting terms in the RFP; (2) the RFP takes precedence over conflicting terms in the General Provisions; (3) the General Provisions take precedence over conflicting terms in the proposal; and (4) exceptions and clarifications noted to the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

In addition to the terms and conditions contained in the Contract Documents as defined above, the Parties agree to the following:

As stated in the RFP, the term of this MOA will be “for a period of two (2) years from the date of award, with options to renew for three (3) additional one-year periods, in accordance with the attached specifications.” The Parties agree that, for the purposes of this MOA, the “date of award” shall mean the date that this MOA is fully executed by the Parties and approved as to form and legality by the City Attorney in accordance with Charter section 40. However, the Parties acknowledge that commencement of operation of the Computerized Dispatch Center will be contingent on the City’s final award of a contract for towing services. Therefore, the Parties agree that the term of this MOA may be suspended for the period from completion of Proposer’s services in development of the towing services RFP to final award of the towing services contract. The period of suspension will be agreed to by the Parties in writing, but will in no event exceed a period of 180 days. The City may not require, and the Proposer may not perform, any services during the period of suspension. Furthermore, the term of this MOA will be extended for a period of time equal to the length of the suspension, and in no event will the extension exceed 180 days.

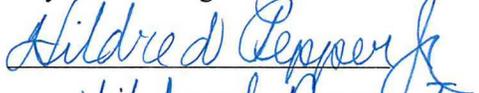
As stated in Paragraph B.8 of the General Provisions and the attached letters, which are included in the Contract Documents and incorporated into this MOA by reference, Proposer agrees to defend, indemnify, and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Proposer or those furnishing materials to the Proposer pursuant to the Contract Documents. Proposer acknowledges and agrees that this obligation requires Proposer to defend, indemnify, and hold harmless the City in the litigation entitled *Authorized City Towing, et al v. City of San Diego, et al*, Case No 37-2009-00087082-CU-BT-CTL. As such, by executing this MOA, Proposer holds the City harmless, accepts the City’s tender of a claim for defense and indemnification in the above-entitled law suit, and immediately agrees to assume the same.

With respect to all other claims arising out of this MOA, not relating to intellectual property rights or infringement, the Parties agree that Section VI.C. of the RFP will apply.

The Parties further agree that the Contract Documents, as defined above and memorialized in this MOA, constitute the entire agreement between the Parties.

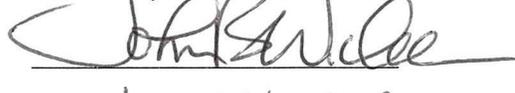
Accepted and Agreed,

City of San Diego


By: Hildred Pepper Jr

Date: 8/6/09

TEGSCO, LLC d/b/a AutoReturn


By: JOHN WICKER

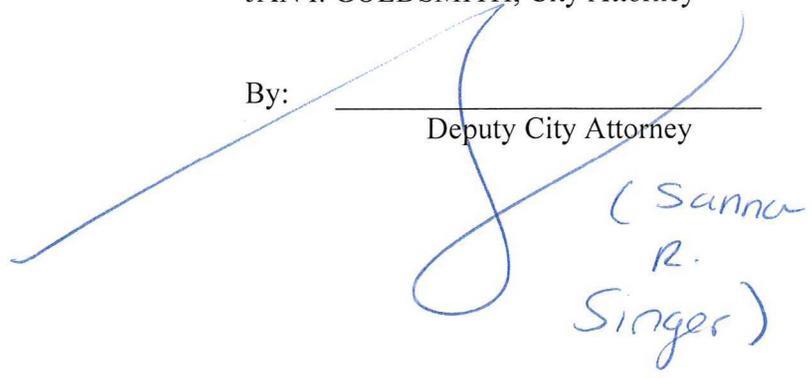
Date: 8/4/09

I HEREBY APPROVE the form and legality of the foregoing agreement this 10th
day of August, 2009.

JAN I. GOLDSMITH, City Attorney

By:

Deputy City Attorney



(Sanna
R.
Singer)

ATTACHMENT 1

AutoReturn – Computer Operated Towing Dispatch Center

Contract Benchmarks, Descriptions and Dates

Benchmark	Description	Date
<p>Requirements Definition Meetings with Key Stakeholders Completed</p>	<p>AutoReturn will meet with the full range of City staff members that play a role in the existing towing program. This will involve meetings with City personnel representing groups within the City that play a direct role in the towing process, as well as groups that play an indirect role in the process or are affected by the process in some way. The participants will be largely similar to the group of individuals that comprised the technical team that evaluated the proposals and participated in the oral presentations. The list of represented groups will include but not be limited to:</p> <ul style="list-style-type: none"> • SDPD Permits & Licensing • SDPD Teletype/Communications • SDPD Traffic/STOP • SDPD Fiscal Operations • Parking Administration • City Treasurer • Data Systems • Purchasing <p>The objective of the requirements definition meetings will be to clearly define all of the requirements for the Dispatch Center System deployment effort.</p>	<p>On or before 08/28/2009</p>
<p>Technical Assistance Completed</p>	<p>AutoReturn will assist the City in preparing technical specifications for the towing contract. This benchmark is independent of all other benchmarks and the effort to complete this item will be conducted in parallel with all other activities that relate to the Computer Operated Towing Dispatch Center Deployment.</p>	<p>On or before 8/28/2009</p>

Benchmark	Description	Date
Requirements Definition Findings Presented	Once the requirements definition meetings have been completed, AutoReturn will work closely with the project sponsors and coordinators to analyze and prioritize the requirements. The full set of requirements will be documented in a well organized, easily understood format that can be used to present and review the requirements to the City.	On or before 09/25/2009
Dispatch Center System Options Presented	Recognizing that there are various system options that City would like to consider, AutoReturn will work closely with the Data Systems group as well as the project sponsors and coordinators to define the system approaches that exist that will meet the Dispatch Center System requirements. AutoReturn will present these options to the City and coordinate the review of the options and make an informed decision on the selected system approach. These options may include alternative software than what was presented in our proposal.	On or before 10/16/2009
Dispatch Center System Technical Design and Deployment Plan Presented	AutoReturn will work with the Data Systems group as well as AutoReturn's technology partners to take the selected system approach and converted the approach into a detailed design specification that will define and guide the Dispatch Center System development process. The technical design will be presented to the City along with a project plan for the development. The project plan will define the scope of work to be completed over one or more phases of development that collectively will result in the Dispatch Center System that meets or exceeds all of the City's requirements. The specific deliverable will be a "Dispatch Center Technology Design and Deployment Plan".	On or before 10/30/2009
Dispatch Center Operations Plan Presented	AutoReturn will work with the SDPD and other City personnel to define the detailed policies and procedures that will guide the Dispatch Center operational activities. This plan will be presented to the City in conjunction with the presentation of the technical design and deployment plan (item above). The specific deliverable will be a "Dispatch Center Operations Plan".	On or before 10/30/2009

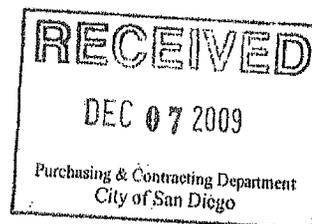
Benchmark	Description	Date
Dispatch Center System Development Completed	The Dispatch Center System development effort will culminate in AutoReturn delivering the completed system for the City's acceptance.	On or before 01/29/2010
Dispatch Center System Operational Launch Completed	AutoReturn will work with the project sponsors and the Data Systems group to evaluate the Dispatch Center System relative to the City's requirements. AutoReturn will coordinate a process of guiding City representatives through all aspects of the Dispatch Center System's functionality, identifying any specific areas where additional work is needed to completely meet the City's requirements. Any exceptions to the full compliance with the City's requirements will be captured as a list of actions items to be addressed. The objective of this benchmark is to achieve the City's approval to move forward with the operational launch of the Dispatch Center System. All critical exceptions that will prevent the City's willingness to accept the system will be addressed prior to the operational launch. Non-critical exceptions may be left to be addressed during a period immediately following the launch. The Operational Launch Date is the date when AutoReturn assumes responsibility for providing the Computer Operated Towing Dispatch Center services.	On or before 02/12/2010
Completion of Post-Launch Exceptions Items Identified During the System Acceptance Process	All non-critical exceptions will be addressed during a post-launch phase. AutoReturn will work with project sponsors and the Data Systems group to make all necessary adjustments to the system to address all non-critical exceptions identified during the system acceptance discussions with City officials.	On or before 06/30/2010



AutoReturn

945 Bryant Street
Suite 350
San Francisco, CA 94103

November 16, 2009



Hildred Pepper, Purchasing Agent
Purchasing & Contracting Department
1200 Third Ave., Suite, 200
San Diego, CA 92101-4195

**Re: Suspension of Memorandum of Agreement with AutoReturn;
Number 9226-08-P-RFP**

Dear Mr. Pepper:

As you are aware, the subject Memorandum of Agreement between the City of San Diego and TEGSCO, LLC d/b/a AutoReturn dated August 10, 2009 ("MOA") contemplated that its two-year term would be suspended for a certain period of time until the City's final award of a contract for towing services. Specifically, the MOA states: "[T]he Parties agree that the term of this MOA may be suspended for the period from completion of Proposer's [AutoReturn's] services in development of the towing services RFP to the final award of the towing services contract. The period of suspension will be agreed to by the parties in writing, but will in no event exceed a period of 180 days."

AutoReturn has completed its services in development of the towing services RFP as described in the MOA. Therefore, in accordance with the MOA, AutoReturn would like the City's written confirmation that the term of the MOA is suspended as of November 1, 2009. The MOA suspension will end upon the earlier of (1) the City's final award of the towing services contract, or (2) 180 days.

Please indicate the City's written agreement with the suspension as described in this letter by signing where indicated below. Thank you for your assistance and cooperation.

Very Truly Yours,

Raymond E. Krouse
CFO and Secretary

[ACCEPTANCE SIGNATURES ON NEXT PAGE]

The above suspension of the MOA with AutoReturn is accepted and agreed:

AutoReturn

By: Raymond E Kowen
Its: CFO AND SECRETARY
Date: 11/16/2009

City of San Diego

By: Hildred Pepper Jr
Hildred Pepper, Jr.
Its: Purchasing Agent
Date: 12/7/09

Approved as to Form and Legality

JAN I. GOLDSMITH, City Attorney

By: [Signature] (SRS)
Deputy City Attorney
Date: 12/8/09



City of San Diego PURCHASING
 CONTRACT
 Bid No: 9226-08-P

Cont. No. **4600000018**

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Page 1 of 3 Date: 08/20/2009 Last Option End Date: 08/09/2014 Validity End Date: 08/09/2011
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Vendor: TEGSCO LLC 945 Bryant Street Suite 350 San Francisco CA 94103 Vendor ID: 0010020043 Phone: Fax:	Terms: Within 30 days Due net Delivery Terms: FOB Destination Buyer: MICHAEL WINTERBERG Phone: Fax: E-Mail: mwinterberg@sandiego.gov
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Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
	This Document is for Contractual Information Only and is NOT a Purchase Order. Purchase Orders Will be Issued as Needed See Purchase Orders for the delivery and billing address...			
1	TOWING DISPATCH CENTER Computer Operated Towing Dispatch Center. Basic Services: Generation of all reports requested in the RFP: Free Access for City to all reports for on-demand generation by the City: Free. City authorized tows: \$22.00/tow Private property tows: \$5.00/tow Generation and delivery of notice of impound letters: \$2.95/letter Additional Services: Private property tow calls from the public: \$2.75/call Audit reports of Tow Contractors for data integrity (e.g. response times): negotiated Audit private property tow data for compliance with laws: negotiated.	1 EA	\$ 50,000.00	\$ 50,000.00

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at www.sandiego.gov/purchasing For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at www.sandiego.gov/bids-contracts .	SEE LAST PAGE FOR TOTAL
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City of San Diego PURCHASING
 CONTRACT
 Bid No: 9226-08-P

Cont. No. **460000018**

Ship To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Center ID:	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 08/20/2009 Last Option End Date: 08/09/2014 Validity End Date:
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Page 2 of 3

Vendor: TEGSCO LLC 945 Bryant Street Suite 350 San Francisco CA 94103	Terms: Within 30 days Due net Delivery Terms: FOB Destination
Vendor ID: 0010020043 Phone: Fax:	Buyer: MICHAEL WINTERBERG Phone: Fax: E-Mail: mwinterberg@sandiego.gov

Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
	<p>Notes:</p> <p>Furnish the City of San Diego with Computer Operated Towing Dispatch Center, as may be required for a period of two (2) years beginning August 10, 2009 through August 9, 2011, with options to renew for three (3) additional one (1) year periods.</p> <p>12/08/2009 - Memorandum of Agreement suspended as of November 1, 2009. The suspension will end upon the earlier of (1) the City's final award of the towing services contract, or (2) 180 days (April 29, 2010). h2w</p> <p>Options Remaining: 08/10/11-08/09/12; Prices not to exceed 10%. 08/10/12-08/09/13; Prices not to exceed 10%. 08/10/13-08/09/14; Prices not to exceed 10%.</p> <p>Business tax license shall be updated as required.</p> <p>Vendor contact: Raymond E. Krouse, CFO and Secretary Phone: (415) 575-2356 Fax: (415) 575-2376 Email: rkrouse@autoreturn.com</p> <p>Alt. Vendor contact: John Wicker, CEO Phone: (415) 575-2355 Fax: (415) 575-2375 Email: jwicker@autoreturn.com</p> <p>Buyer contact: Michael Winterberg, CPPB, Procurement Specialist</p>			

<p>Have questions about doing business with the City of San Diego? Visit our Purchasing web site at www.sandiego.gov/purchasing</p> <p>For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at www.sandiego.gov/bids-contracts.</p>	<p>SEE LAST PAGE FOR TOTAL</p>
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City of San Diego PURCHASING
 CONTRACT
 Bid No: 9226-08-P

Cont. No. **4600000018**

Ship To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Center ID:	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 08/20/2009 Last Option End Date: 08/09/2014 Validity End Date:
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Vendor: TEGSCO LLC 945 Bryant Street Suite 350 San Francisco CA 94103	Terms: Within 30 days Due net Delivery Terms: FOB Destination
Vendor ID: 0010020043 Phone: Fax:	Buyer: MICHAEL WINTERBERG Phone: Fax: E-Mail: mwinterberg@sandiego.gov

Phone: (619) 533-6441 Fax: (619) 533-3230 Email: mwinterberg@sandiego.gov		
Distribution: File, Vendor, Buyer, Ernest Herbert, Ronald Villa, Minerva Ramos, Stacy Roberts		

<p>Have questions about doing business with the City of San Diego? Visit our Purchasing web site at www.sandiego.gov/purchasing</p> <p>For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at www.sandiego.gov/bids-contracts.</p>	<p>Line Item Total \$ 50,000.00 Tax Freight 0.00 Contract Total \$ 50,000.00</p>
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**CITY OF SAN DIEGO
SAN DIEGO POLICE DEPARTMENT**

**AMENDMENT NO. 1
TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
TEGSCO, LLC d/b/a AUTORETURN
FOR A
COMPUTER OPERATED TOWING DISPATCH CENTER
RFP NO. 9226-08-P-RFP**

**AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND TEGSCO, LLC d/b/a AUTORETURN**

RECITALS

WHEREAS, on August 10, 2009, the City of San Diego [City] and TEGSCO, LLC d/b/a AutoReturn [Proposer], collectively the "Parties," entered into a Memorandum of Agreement whereby Proposer will provide to the City a Computer Operated Towing Dispatch Center; and

WHEREAS, the term of the Memorandum of Agreement is for a period of two years, with options to renew for three additional one-year periods; and

WHEREAS, the Memorandum of Agreement provides that the term of the Memorandum of Agreement may be suspended for a period not to exceed 180 days, during which time the City may not require, and the Proposer may not perform, any services during the period of suspension; and

WHEREAS, on December 8, 2009, the Parties agreed that the term of the Memorandum of Agreement would be suspended beginning November 1, 2009, ending upon the earlier of (1) the City's final award of the towing services contract, or (2) 180 days; and

WHEREAS, on April 30, 2010, one-hundred eighty days passed, and the suspension period originally agreed to by the Parties expired; and

WHEREAS, the City has not yet made a final contract award for towing services; and

WHEREAS, the Parties wish to amend the Memorandum of Agreement and agree to a second suspension period of up to an additional 180 days, beginning May 1, 2010, and ending no later than October 28, 2010;

NOW THEREFORE, the City and Proposer agree to amend the Memorandum of Agreement, as follows:

1. The first paragraph on Page 2 of the Memorandum of Agreement [MOA] is amended to state:

"As stated in the RFP, the term of this MOA will be "for a period of two (2) years from the date of award, with options to renew for three (3) additional one-year periods, in accordance with the attached specifications." The Parties agree that, for the purposes of this MOA, the "date of award" shall mean the date that this MOA is fully executed by the Parties and approved as to form and legality by the City Attorney in accordance with Charter section 40. However, the Parties acknowledge that commencement of operation of the Computerized Dispatch Center will be contingent on the City's final award of a contract for towing services. Therefore, the Parties agree that the term of this MOA may be suspended for the period from completion of Proposer's services in development of the towing services RFP to final award of the towing services contract. The period of suspension will be agreed to by the Parties in writing, but will in no event exceed a period of 360 days. The City may not require, and the Proposer

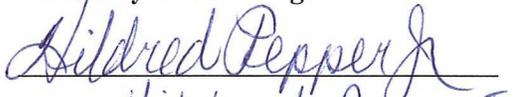
may not perform, any services during the period of suspension. Furthermore, the term of this MOA will be extended for a period of time equal to the length of the suspension, and in no event will the extension exceed **360** days.”

- 2. The term of the MOA is suspended as of November 1, 2009.
- 3. This MOA suspension will end upon the earlier of (1) the City’s final award of the towing services contract, or (2) 360 days from commencement of the suspension.
- 4. The term of the MOA will be extended for a period of time equal to the length of this suspension period, and in no event will the extension exceed 360 days.
- 5. This Amendment No. 1 shall affect only the page(s) and section(s) and terms and conditions referred to herein. All other terms and conditions of the MOA shall remain in full force and effect.
- 6. All Attachments and Exhibits referenced in this Amendment No. 1 are incorporated herein by this reference.
- 7. This Amendment No. 1 may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

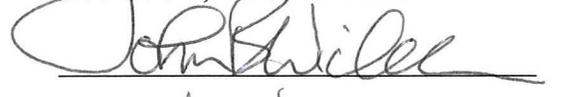
IN WITNESS WHEREOF, this FIRST AMENDMENT is executed by the City of San Diego and TEGSCO, LLC d/b/a AutoReturn.

Accepted and Agreed,

The City of San Diego


 By: Hildred Pepper Jr
 Date: 5/12/10

TEGSCO, LLC d/b/a AutoReturn


 By: JOHN WICKER, CEO
 Date: 5/11/2010

I HEREBY APPROVE the form and legality of the foregoing Agreement this 13 day of May, 2010.

JAN I. GOLDSMITH, City Attorney

By: 
 Linda L. Peter
 Deputy City Attorney

**CITY OF SAN DIEGO
SAN DIEGO POLICE DEPARTMENT**

**AMENDMENT NO. 2
TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
TEGSCO, LLC d/b/a AUTORETURN
FOR A
COMPUTER OPERATED TOWING DISPATCH CENTER
RFP NO. 9226-08-P-RFP**

1196635

**AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND TEGSCO, LLC d/b/a AUTORETURN**

R E C I T A L S

WHEREAS, on August 10, 2009, the City of San Diego [City] and TEGSCO, LLC d/b/a AutoReturn [Proposer], collectively the "Parties," entered into a Memorandum of Agreement whereby Proposer will provide to the City a Computer Operated Towing Dispatch Center; and

WHEREAS, the term of the Memorandum of Agreement is for a period of two years, with options to renew for three additional one-year periods; and

WHEREAS, the Memorandum of Agreement provides that the term of the Memorandum of Agreement may be suspended for a period not to exceed 180 days, during which time the City may not require, and the Proposer may not perform, any services during the period of suspension; and

WHEREAS, by letter dated November 16, 2009, on December 8, 2009, the Parties agreed that the term of the Memorandum of Agreement would be suspended beginning November 1, 2009, ending upon the earlier of (1) the City's final award of the towing services contract, or (2) 180 days; and

WHEREAS, on April 30, 2010, one-hundred eighty days passed, and the suspension period originally agreed to by the Parties expired; and

WHEREAS, by executing Amendment No. 1 to the Memorandum of Agreement, the Parties agreed to a second suspension period of up to an additional 180 days, beginning May 1, 2010, and ending no later than October 28, 2010; and

WHEREAS, on October 28, 2010, one-hundred eighty days passed and the suspension period expired; and

WHEREAS, the City has not yet made a final contract award for towing services; and

WHEREAS, the Parties wish to amend the Memorandum of Agreement and agree to a third suspension period of up to an additional 180 days, beginning October 29, 2010, and ending no later than April 27, 2011;

NOW THEREFORE, the City and Proposer agree to amend the Memorandum of Agreement, as follows:

1. The first paragraph on Page 2 of the Memorandum of Agreement [MOA] is amended to state:

"As stated in the RFP, the term of this MOA will be "for a period of two (2) years from the date of award, with options to renew for three (3) additional one-year periods, in accordance with the attached specifications." The Parties agree that, for the purposes of this MOA, the "date of award" shall mean the date that this MOA is fully executed by the Parties and approved as to form and legality by the

City Attorney in accordance with Charter section 40. However, the Parties acknowledge that commencement of operation of the Computerized Dispatch Center will be contingent on the City's final award of a contract for towing services. Therefore, the Parties agree that the term of this MOA may be suspended for the period from completion of Proposer's services in development of the towing services RFP to final award of the towing services contract. The period of suspension will be agreed to by the Parties in writing, but will in no event exceed a period of 540 days. The City may not require, and the Proposer may not perform, any services during the period of suspension. Furthermore, the term of this MOA will be extended for a period of time equal to the length of the suspension, and in no event will the extension exceed 540 days."

2. The term of the MOA is suspended as of November 1, 2009.
3. This MOA suspension will end upon the earlier of (1) the City's final award of the towing services contract, or (2) 540 days from commencement of the suspension.
4. The term of the MOA will be extended for a period of time equal to the length of this suspension period, and in no event will the extension exceed 540 days.
5. This Amendment No. 2 shall affect only the page(s) and section(s) and terms and conditions referred to herein. All other terms and conditions of the MOA shall remain in full force and effect.
6. All Attachments and Exhibits referenced in this Amendment No. 2 are incorporated herein by this reference.
7. This Amendment No. 2 may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this SECOND AMENDMENT is executed by the City of San Diego and TEGSCO, LLC d/b/a AutoReturn.

Accepted and Agreed,

The City of San Diego

Hildred Pepper Jr
By: Hildred Pepper Jr

Date: 11/19/10

TEGSCO, LLC d/b/a AutoReturn

John Wicker

By: JOHN WICKER

Date: 11-1-2010

I HEREBY APPROVE the form and legality of the foregoing Agreement this 24 day of Nov., 2010.

JAN I. GOLDSMITH, City Attorney

By: Linda L. Peter
Linda L. Peter
Deputy City Attorney

**CITY OF SAN DIEGO
SAN DIEGO POLICE DEPARTMENT**

**AMENDMENT NO. 3
TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
TEGSCO, LLC d/b/a AUTORETURN
FOR A
COMPUTER OPERATED TOWING DISPATCH CENTER
RFP NO. 9226-08-P-RFP**

**AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND TEGSCO, LLC d/b/a AUTORETURN**

RECITALS

WHEREAS, on August 10, 2009, the City of San Diego [City] and TEGSCO, LLC d/b/a AutoReturn [Proposer], collectively the "Parties," entered into a Memorandum of Agreement whereby Proposer will provide to the City a Computer Operated Towing Dispatch Center; and

WHEREAS, the term of the Memorandum of Agreement is for a period of two years, with options to renew for three additional one-year periods; and

WHEREAS, the Memorandum of Agreement provides that the term of the Memorandum of Agreement may be suspended for a period not to exceed 180 days, during which time the City may not require, and the Proposer may not perform, any services during the period of suspension; and

WHEREAS, by letter dated November 16, 2009, on December 8, 2009, the Parties agreed that the term of the Memorandum of Agreement would be suspended beginning November 1, 2009, ending upon the earlier of (1) the City's final award of the towing services contract, or (2) 180 days; and

WHEREAS, on April 30, 2010, one-hundred eighty days passed, and the suspension period originally agreed to by the Parties expired; and

WHEREAS, by executing Amendment No. 1 to the Memorandum of Agreement, the Parties agreed to a second suspension period of up to an additional 180 days, beginning May 1, 2010, and ending no later than October 28, 2010; and

WHEREAS, on October 28, 2010, one-hundred eighty days passed and the suspension period expired; and

WHEREAS, by executing Amendment No. 2 to the Memorandum of Agreement, the Parties agreed to a third suspension period of up to an additional 180 days, beginning October 29, 2010, and ending no later than April 27, 2011; and

WHEREAS, on April 27, 2011, one-hundred eighty days will have passed and the suspension period will expire; and

WHEREAS, the City has not yet made a final contract award for towing services; and

WHEREAS, the Parties wish to amend the Memorandum of Agreement and agree to a fourth suspension period of up to an additional 180 days, beginning April 28, 2011, and ending no later than October 25, 2011;

NOW THEREFORE, the City and Proposer agree to amend the Memorandum of Agreement, as follows:

1. The first paragraph on Page 2 of the Memorandum of Agreement [MOA] is amended to state:

“As stated in the RFP, the term of this MOA will be “for a period of two (2) years from the date of award, with options to renew for three (3) additional one-year periods, in accordance with the attached specifications.” The Parties agree that, for the purposes of this MOA, the “date of award” shall mean the date that this MOA is fully executed by the Parties and approved as to form and legality by the City Attorney in accordance with Charter section 40. However, the Parties acknowledge that commencement of operation of the Computerized Dispatch Center will be contingent on the City’s final award of a contract for towing services. Therefore, the Parties agree that the term of this MOA may be suspended for the period from completion of Proposer’s services in development of the towing services RFP to final award of the towing services contract. The period of suspension will be agreed to by the Parties in writing, but will in no event exceed a period of **720** days. The City may not require, and the Proposer may not perform, any services during the period of suspension. Furthermore, the term of this MOA will be extended for a period of time equal to the length of the suspension, and in no event will the extension exceed **720** days.”
2. The term of the MOA is suspended as of November 1, 2009.
3. This MOA suspension will end upon the earlier of (1) the City’s final award of the towing services contract, or (2) **720** days from commencement of the suspension.
4. The term of the MOA will be extended for a period of time equal to the length of this suspension period, and in no event will the extension exceed **720** days.
5. This **Amendment No. 3** shall affect only the page(s) and section(s) and terms and conditions referred to herein. All other terms and conditions of the MOA shall remain in full force and effect.
6. All Attachments and Exhibits referenced in this **Amendment No. 3** are incorporated herein by this reference.
7. This **Amendment No. 3** may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

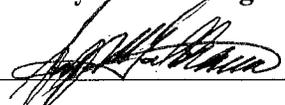
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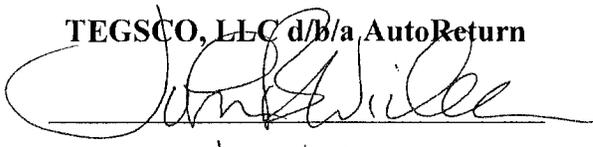
IN WITNESS WHEREOF, this **THIRD AMENDMENT** is executed by the City of San Diego and TEGSCO, LLC d/b/a AutoReturn.

Accepted and Agreed,

The City of San Diego

TEGSCO, LLC d/b/a AutoReturn





By: Jay M. Goldstone

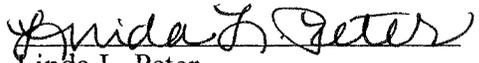
By: JOHN B WICKER

Date: 5/2/11

Date: 4-20-11

I HEREBY APPROVE the form and legality of the foregoing Agreement this 9th day of May, 2011.

JAN I. GOLDSMITH, City Attorney

By: 
Linda L. Peter
Deputy City Attorney

**CITY OF SAN DIEGO
SAN DIEGO POLICE DEPARTMENT**

**AMENDMENT NO. 4
TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
TEGSCO, LLC d/b/a AUTORETURN
FOR A
COMPUTER OPERATED TOWING DISPATCH CENTER
RFP NO. 9226-08-P-RFP**

**AMENDMENT NO. 4 TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND TEGSCO, LLC d/b/a AUTORETURN**

RECITALS

WHEREAS, on August 10, 2009, the City of San Diego [City] and TEGSCO, LLC d/b/a AutoReturn [Proposer], collectively the "Parties," entered into a Memorandum of Agreement whereby Proposer will provide to the City a Computer Operated Towing Dispatch Center; and

WHEREAS, by letter dated November 16, 2009, on December 8, 2009, the Parties agreed that the term of the Memorandum of Agreement would be suspended beginning November 1, 2009, ending upon the earlier of (1) the City's final award of the towing services contract, or (2) 180 days; and

WHEREAS, by executing Amendment No. 1 to the Memorandum of Agreement, the Parties agreed to a second suspension period of up to an additional 180 days, beginning May 1, 2010, and ending no later than October 28, 2010; and

WHEREAS, by executing Amendment No. 2 to the Memorandum of Agreement, the Parties agreed to a third suspension period of up to an additional 180 days, beginning October 29, 2010, and ending no later than April 27, 2011; and

WHEREAS, by executing Amendment No. 3 to the Memorandum of Agreement, the Parties agreed to a fourth suspension period of up to an additional 180 days, beginning April 28, 2011, and ending no later than October 25, 2011; and

WHEREAS, the City has made final contract awards for towing services; and

WHEREAS, the City has an obligation to serve the public and may be called upon to assist a citizen in need of a tow truck on a public street or highway; and

WHEREAS, the City has no capability to dispatch tow trucks for private tows; and

WHEREAS, the City is entirely dependent on outside firms for dispatching and towing private vehicles; and

WHEREAS, the Parties wish to amend the Memorandum of Agreement to terminate the previously agreed to suspension period and to provide for the Computer Operated Towing Dispatch Center to dispatch tow trucks for private citizen tows.

NOW THEREFORE, the City and Proposer agree to amend the Memorandum of Agreement, as follows:

1. The term of the Memorandum of Agreement shall be effective September 15, 2011.
2. From time to time, a citizen may request or require police assistance for a private tow. A private tow is one where no police report is taken and where there is no impound authority for a police tow. For example, police may be required to clear

the scene of an accident or to assist a citizen with a disabled vehicle on a public street or highway.

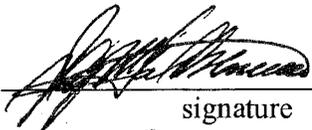
- 3. At the request of a private citizen, a police officer may require that AutoReturn dispatch a tow truck for a private tow. AutoReturn will dispatch for private tows in the same manner as for police tows, using the same dispatch procedures and methodology outlined in the contract documents. Private tows will be reflected in the automated towing system as 11-82, to distinguish them from police tows.
- 4. Because the City incurs a cost of \$22 for each tow dispatched by AutoReturn, AutoReturn is authorized to charge \$22 per dispatched tow to be paid by the private citizen. AutoReturn may collect the \$22 from the LTP, and the LTP may collect the \$22 from the private citizen.
- 5. AutoReturn may proceed, account for, and report the \$22 in the same manner it processes, accounts for, and reports fees and charges for police tows.
- 6. The towing, storage, and disposition of any private tow is independent of the dispatching function covered by this Amendment.
- 7. This **Amendment No. 4** may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

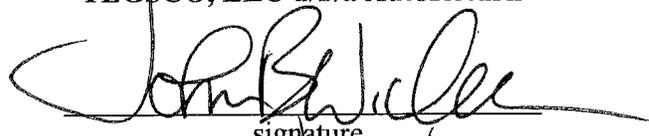
IN WITNESS WHEREOF, this **FOURTH AMENDMENT** is executed by the City of San Diego and TEGSCO, LLC d/b/a AutoReturn.

Accepted and Agreed,

The City of San Diego

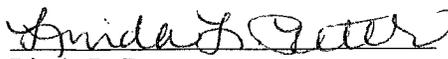
TEGSCO, LLC d/b/a AutoReturn


 signature
 By: Jay M. Goldstone
 Date: 9-20-11


 signature
 By: JOHN B. WICKER
 Date: 9-9-11

I HEREBY APPROVE the form and legality of the foregoing Agreement this 23 day of Sept., 2011.

JAN I. GOLDSMITH, City Attorney

By: 
 Linda L. Peter
 Deputy City Attorney

**CITY OF SAN DIEGO
SAN DIEGO POLICE DEPARTMENT**

**AMENDMENT NO. 5
TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
TEGSCO, LLC d/b/a AUTORETURN
FOR A
COMPUTER OPERATED TOWING DISPATCH CENTER
RFP NO. 9226-08-P-RFP**

**AMENDMENT NO. 5 TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND TEGSCO, LLC d/b/a AUTORETURN**

RECITALS

WHEREAS, on August 10, 2009, the City of San Diego [City] and TEGSCO, LLC d/b/a AutoReturn [Proposer], collectively the "Parties," entered into a Memorandum of Agreement whereby Proposer will provide to the City a Computer Operated Towing Dispatch Center; and

WHEREAS, the term of the Memorandum of Agreement is for a period of two years, with options to renew for three additional one-year periods; and

WHEREAS, the City wishes to amend the Memorandum of Agreement to give the City the option to renew the contract for one additional three-year period; and

WHEREAS, an option to renew and extend for an additional three-year period gives certainty to the City in managing and operating its police-initiated tow program.

NOW THEREFORE, the City and Proposer agree to amend the Memorandum of Agreement, as follows:

1. Proposal No. 9226-08-P-RFP, Section IV., Part B., Renewal Option(s), is amended to delete the following provision: "The City reserves the option to renew the contract for three (3) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of the contract."
2. By this Amendment, the Parties agree to add the following provision: "The City reserves the option to renew the contract for one (1) additional three (3) year period under the terms and conditions of the current contract beginning on the anniversary of the commencement of the contract."
3. This Amendment No. 5 may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

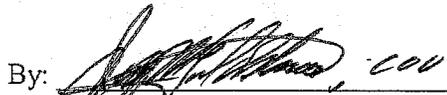
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IN WITNESS WHEREOF, this **FIFTH AMENDMENT** is executed by the City of San Diego and TEGSCO, LLC d/b/a AutoReturn.

Accepted and Agreed,

The City of San Diego

TEGSCO, LLC d/b/a AutoReturn

By: 
Jeffrey B. Baer, CPPO, C.P.M.
Director, Contracts & Purchasing

By: 

Date: 10-12-12

Date: September 27, 2012.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 15 day of Oct, 2012

JAN I. GOLDSMITH, City Attorney

By: 
Linda L. Peter
Deputy City Attorney

**CITY OF SAN DIEGO
SAN DIEGO POLICE DEPARTMENT**

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
TEGSCO, LLC d/b/a AUTORETURN
FOR A
COMPUTER OPERATED TOWING DISPATCH CENTER
RFP NO. 9226-08-P-RFP**

**EXERCISING THE OPTION
TO RENEW AND EXTEND THE CONTRACT
FOR THREE YEARS
JUNE 23, 2013 THROUGH JUNE 22, 2016**

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND TEGSCO, LLC d/b/a AUTORETURN**

**EXERCISING THE OPTION
TO RENEW AND EXTEND THE CONTRACT
FOR THREE YEARS**

JUNE 23, 2013 THROUGH JUNE 22, 2016

RECITALS

WHEREAS, on August 10, 2009, the City of San Diego [City] and TEGSCO, LLC d/b/a AutoReturn [Proposer], collectively the "Parties," entered into a Memorandum of Agreement whereby Proposer will provide to the City a Computer Operated Towing Dispatch Center; and

WHEREAS, by executing Amendment No. 5 to the Memorandum of Agreement, the Parties agreed to give the City an option to renew the contract for one additional three-year period.

NOW THEREFORE, the Parties mutually agree:

1. To exercise the option to renew and extend the contract for one additional three-year period, from June 23, 2013, through June 22, 2016.

2. The contract shall be renewed and extended under the same terms and conditions as the original contract, and as amended in Amendment No. 4 relating to private tows, and subject to any additional terms and conditions outlined in the option letter, dated September 12, 2012, attached herewith as Exhibit A, and incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, this AGREEMENT is executed by the City of San Diego and TEGSCO, LLC d/b/a AutoReturn.

Accepted and Agreed,

The City of San Diego

TEGSCO, LLC d/b/a AutoReturn

By:  CCO
Jeffrey B. Baer, CPPO, C.P.M.
Director, Contracts & Purchasing

By: 
Raymond E. Krouse
CFO and Secretary

Date: 10-12-12

Date: September 27, 2012

I HEREBY APPROVE the form and legality of the foregoing Agreement this 15 day
of October, 2012.

JAN I. GOLDSMITH, City Attorney

By: Linda L. Peter
Linda L. Peter
Deputy City Attorney



THE CITY OF SAN DIEGO

REVISED

September 12, 2012

Mr. Raymond E. Krouse, CFO
Tegsco, LLC
945 Bryant St., Suite 350
San Francisco, CA 94103-4523

Dear Mr. Krouse:

Subject: Bid No. 9226-08-P — Computer Operated Towing Dispatch Center

The above contract expires on June 22, 2013; however, you and the City have agreed to amend the option language to renew the contract for an additional three (3) year period beginning June 23, 2013 through June 22, 2016 subject to receipt of vendor registration form, as noted below, by the contract start date. **Please return this letter, Amendment five and attached Memorandum of Agreement to me no later than September 27, 2012. Your response may be faxed to (619) 533-3237, however hard copy signatures are required for both Amendment and MOA.**

Effective with this renewal, the contract is subject to the City's Equal Benefits Ordinance (EBO) as set forth in Municipal Code, Chapter 2, Article 2, Division 43. Contractors must certify they will provide and maintain equal benefits as outlined in SDMC 22.4302 for the duration of the contract. EBO requirements are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

Complete "EBO Certification of Compliance" and return with your response.

Do you agree to renew per the option clause for one (1) year under the current discount pricing terms and conditions? Yes No

If no, do you agree to renew per the option clause with a price increase within the limits specified in your bid? Yes No

If yes, please specify percentage of increase requested for this option year and attach justification for requested increase: _____ %.

Please note that your company must provide detailed supporting documentation which clearly justifies the requested increase, regardless of the amount. The requested increase and supporting documentation will be evaluated, and the City reserves the right to accept or reject.



Purchasing & Contracting Department
Business Office & Support Services

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Tel (619) 236-6000 Fax (619) 236-5904

Page 2
Bid No. 9226-08-P
Mr. Raymond E. Krouse
September 12, 2012

Any option acceptance must be confirmed by the City, in writing, before it becomes valid. Please note that this letter offering your company an opportunity to renew the contract **does not** constitute an award of the option period.

Business Tax Certificate: On file. Any firm engaged in doing business in the City of San Diego is required to obtain a Business Tax Certificate. Visit <http://www.sandiego.gov/treasurer/business-tax/index.shtml> for instructions.

Vendor Registration Form: Vendors are required to complete a Vendor Registration Form. The form is available in PDF format at <http://www.sandiego.gov/purchasing/>. The Vendor Registration Form must be returned to City of San Diego, Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101-4195 to the attention of the signer of this letter prior to the contract start date. The contract will not be renewed unless the Vendor Registration Form is completed and submitted prior to the contract start date. If you do not have access to the Internet, please contact the signer of this letter for a hard copy.

Please have your authorized company representative sign below.

Signature of authorized representative: 

Print/type signer's name and title: Raymond E. Krouse, CFO and Secretary

Phone number: 415-575-2356 Fax Number: 415-575-2376

Date: September 27, 2012.

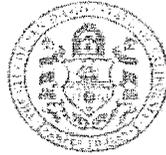
If you have questions regarding the above, call William Broderick, CPPB at (619) 236-7131.

Sincerely,



Yukiko Kawai
Contracts Processing Clerk

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: **TEGSCO, LLC** Contact Name: **Raymond Krouse**
 Company Address: **375 Alabama St, Ste 300, San Francisco, CA 94110** Contact Phone: **415-575-2356**
 Contact Email: **rkrouse@autoreturn.com**

CONTRACT INFORMATION

Contract Title: **Computer Operated Towing Dispatch Center** Start Date: **08/10/2009**
 Contract Number (if no number, state location): **Bid No. 9226-08-P** End Date: **06/22/2016**

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
 - Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Raymond E. Krouse, CFO and Secretary

09/27/2012

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:
March 14, 2016

SUBJECT: Approve an Ordinance to Extend the Existing Agreement with TEGSCO, LLC (Doing Business as AutoReturn) for More than Five Years for the Management of the Computer Operated Towing Dispatch Center

GENERAL CONTRACT INFORMATION

Recommended Contractor: Tegsco, LLC DBA AutoReturn (Not Certified, M – Cauc.)

Amount of this Action: N/A

Funding Source: City of San Diego

Goal: N/A

SUBCONTRACTOR PARTICIPATION

There is no subcontractor participation associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

Tegsco, LLC DBA AutoReturn submitted a Work Force Report for their San Francisco County employees dated, March 4, 2016 indicating 46 employees in their Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

Asian, Filipino, and Female in Mgmt & Financial and Technical
Asian and Filipino in Administrative Support
Asian and Female in Laborers

Based on the under representations in the workforce noted above, staff has requested an Equal Employment Opportunity (EEO) Plan which describes the firm's EEO policies and practices to be submitted no later than March 17, 2016 for approval. Once approved, staff will continue to monitor the firm's efforts to implement their EEO plan.

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(9226-08-P)

This contract amendment requests an extension of the existing contract with TEGSCO, LLC for two years, with the option to renew for one additional one-year period.

TC