

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
City of Lincoln Towing and
Storage Services
Bid No. 12-006**

**Capital Towing, Inc.
101 Charleston Street
Lincoln, NE 68508
402-475-7676**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Capital Towing, Inc., 101 Charleston St., Lincoln, NE 68508**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **City of Lincoln Towing and Storage Services, Bid No. 12-006** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner:

The City and General Public will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City and General Public shall order towing, storage and other services according to the Specifications on an as-needed basis for the duration of the contract. All City Owned vehicles under 4 tons will be towed at no cost to the City while all other City Owned vehicles will be towed according to the Line Item pricing.

The Contractor agrees to pay the City an annual fee of \$72,000.00 per year, payable in equal quarterly payments of \$18,000.00 for the lease of the City Impound Lot located at 101 Charleston Street, Lincoln, NE.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term. The parties shall have the option to renew the Contract for one (1) additional four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendums No. 1, 2, 3 and 4
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

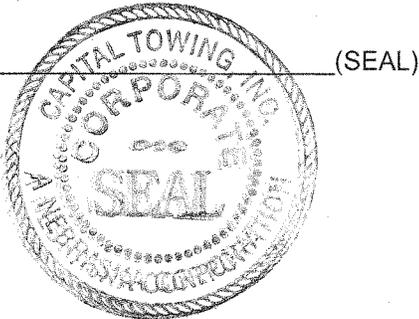
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary



Capital Towing, Inc.
Name of Corporation

101 Charleston St
(Address) Lincoln, NE 68508

By: Schwartztrauber
Duly Authorized Official

Treasurer
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-8309	Department	Purchasing	Department	
Fax	1 (402) 441-6513	Building	Suite 200	Building	
Bid Number	12-006 Addendum 4	Floor/Room		Floor/Room	
Title	City of Lincoln Towing and Storage Services	Telephone	1 (402) 441-8309	Telephone	
Bid Type	Bid	Fax	1 (402) 441-6513	Fax	
Issue Date	12/28/2011	Email	rwalla@lincoln.ne.gov	Email	
Close Date	3/16/2012 12:00:00 PM CST				
Need by Date					

Supplier Information

Company	Capital Towng, Inc.
Address	101 Charleston Street Lincoln, NE 68508
Contact	Sara Schwartztrauber
Department	
Building	
Floor/Room	
Telephone	1 (402) 475-7676
Fax	1 (402) 475-8115
Email	kartdad9@aol.com
Submitted	3/15/2012 10:09:23 PM CST
Total	\$240,225.00

Signature _____

Supplier Notes _____

Bid Notes _____

Addendum 4 was previously posted on March 5. Due to a computer error, it is being reposted on March 7.

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Contact	Name of person submitting this bid:	Sara Schwartztrauber
8	Bid Bond Submission - City	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of \$5,000 is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have delivered my bid bond.
9	City Owned Tows and Storage	I have read and understand that there are no charges for the towing of vehicles under 4 tons and motorcycles AND no winching fees AND no charge for storage of ANY City-Owned vehicle.	Yes
10	Yearly Lease Amount	List the amount your company will pay each year of the contract for the lease of the impound lot located at 101 Charleston. Please note, the minimum amount is \$72,000.00 per year.	\$72,000.00 per year.
11	Current Contract List	I have submitted a list of all contracts that my company currently has with other government or private entities. Such list has been attached to the Response Attachment section of my ebid response.	Yes
12	Page 2 - Line Items	Please note that there is a page 2 of Line Items that you must complete as part of your bid.	Yes
13	Page 2 - Attributes	Please note that there is a page 2 of Attributes that you must complete as part of your bid.	Yes
14	Transition Plan	I have submitted a copy of our company transition plan to be followed in the event our company is awarded the contract. Such copies are on company letterhead and attached to the Response Attachment section of my ebid response.	Yes
15	Electronic Gate	I have read and understand that an electronic gate must be provided by and installed by my company upon execution of the contract.	Yes

16	Written Outline of Company Methods	<p>I have submitted a written outline of my company methods of operation and how my company proposes to fulfill the requirements of this contract.
 Outline is typed on company letterhead and attached to the Response Attachment section of my ebid response.
 This attachment should give a step by step description of how a City-Ordered tow is handled from the time the call is made to the Tower to when the Customer picks up the vehicle at the impound lot.</p>	Yes
17	License and Permit	<p>I have attached a copy of my company Special Waste Permit" to the Response Attachment section of my ebid response.</p>	Yes
18	Computerized Management System	<p>Does your company currently have a Computerized Management System for the tracking of tows and storage as well as managing funds from collection of Parking Ticket Fees? YES or NO?
 If YES, what is the name and version of the system.</p>	Yes. Microsoft Works Spreadsheet Version 9.7.0621
19	Sub-Contractors	<p>Will your company Sub-Contract with other Tow Service Providers to meet the requirements of this contract? YES or NO
 If YES, List the names and addresses of the companies.</p>	Yes. Gene's Tire and Towing, 5101 West A Street, Lincoln NE
20	Photos and List of Equipment	<p>I have listed all the equipment that will be used in the completion of this contract on company letterhead and have attached the list along with photos of the equipment on the Response Attachment page of by ebid response.
 NOTE:PHOTOS MUST BE SHOWN FROM REAR OF VEHICLE WHICH WILL SHOW THE LICENSE PLATE, COMPANY NAME ON DOOR AND TYPE OF VEHICLE.</p>	Yes
21	References	<p>I have attached my References to the Response Attachment section of this bid.</p>	Yes
22	Exclusive City Tow Option	<p>The City is interested is considering the option of hiring a towing company that will be exclusively for the City and any other governmental entities in Lancaster County (ie. UNL, Lancaster County)that is interested in this service. The City Towing Contractor would not be allowed to hold any private contracts during the term of their contract with the City under this option.
 The minimum lease amount to be paid to the City would remain at \$72,000.00 per year.
 Please provide the percentage of increase for tows and storage in this section if the City wishes to pursue this option:
 Towing - ____% Increase from bid price.
 Storage - ____% Increase from bid price.
 List any other fees associated with this option.</p>	Tow increase 467.4%, storage increase 391%, \$55.00 administratiion fee per vehicle.
23	Complaint Resolution Process	<p>Please provide the process your company uses to resolve disputes regarding complaints by the public involving employee actions. Provide this information typed on company letterhead and attached to the Response Attachment section of my ebid response.</p>	Complete

24 Additional Fees	List any additional fees including credit card fees that you would charge to the City or someone requesting a tow under the terms of this contract.	Complete discription included with ebid response. \$25.00 fee to wrap vehicles, protecting from weather. \$1.00 for each administration fee collected and paid by credit or debit card. 1.75% of total amount collected for parking tickets, pd by credit or debit. \$55.00 administration fee for accident vehicles left on property long enough that we must notify owner and lien holders per state law. \$2.00 per mile, millage charge for accident vehicles towed outside of Lincoln city limits, \$25.00 per hour, or portioin of to cover excessive wait time when truck and driver are held at scene by LPD or LFR for extensive amount of time. Must be approved by LPD or LFR.
25 Vehicle Release Document	Does your company have a Vehicle Release Form that must be signed prior to the Owner taking possession of a towed vehicle? YES or NO If YES, please provide a copy of the form in the Response Attachment section of your ebid response. If NO, please provide the procedure you use during a vehicle claim. Please provide a description typed on company letterhead and attached to the Response Attachment section of my ebid response of how you verify that damage done to a vehicle was not done by your employee when a vehicle was towed and placed in storage.	Yes. Copy of form enclosed.
26 Attachments and Written Responses	I acknowledge and understand that all written information and attachments shall be attached to the Response Attachment section of my ebid response.	Yes
27 Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
28 Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
29 Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	2,600	EA	Towing Service - Passenger Cars, Small Trucks, Trailers ONLY BID PER TOW PRICE!	\$44.00

Item Notes: Small trucks are defined as being licensed four (4) tons or smaller.

Supplier Notes:

2	3	Ea	Towing Service - Straight Trucks ONLY BID PER TOW PRICE!	\$110.00
---	---	----	---	----------

Item Notes: A Straight Truck is defined generally as one half the size and capacity of a tractor-trailer. Straight trucks are single cab and body vehicles with a weight capacity exceeding 4 tons.

Supplier Notes:

3	5	Ea	Towing Service - Semi-Tractor (w/o trailer) ONLY BID PER TOW PRICE!	\$125.00
---	---	----	--	----------

Item Notes: A Semi-Tractor is defined as a vehicle with the engine, operator's cabin, and hitch, together called the tractor, of a "semi-tractor trailer", comprising the forward part, which tows a trailer hitched thereto; (US) a "semi", a trailer truck, a tractor trailer, an eighteen wheeler.

Supplier Notes:

4	2	EA	Towing Service - Semi-Trailer or House Trailer ONLY BID PER TOW PRICE!	\$125.00
---	---	----	---	----------

Item Notes: A Semi-Trailer is defined as a trailer without a front axle. A large proportion of its weight is supported by a road tractor, by a detachable front axle assembly known as a dolly, or by the tail of another trailer.

Supplier Notes:

5	2	EA	Towing Service - Motorized Recreational Vehicle ONLY BID PER TOW PRICE!	\$125.00
---	---	----	--	----------

Item Notes: The definition of a Recreational Vehicle is a motorized wheeled vehicle used for camping or living quarters.

Supplier Notes:

6	1	EA	Towing Service - Bus ONLY BID PER TOW PRICE!	\$125.00
---	---	----	---	----------

Item Notes: The definition of a bus is a long motor vehicle for carrying passengers in a variety of sizes and weight capacities.

Supplier Notes:

7	1	EA	Towing Service - Motorcycles ONLY BID PER TOW PRICE!	\$44.00
---	---	----	---	---------

Item Notes: Includes all vehicles capable of being licensed as a motorcycle.

Supplier Notes:

8	1	Ea	Towing Service - Snowmobiles, Boats on Trailers and other vehicles under 4 tons, not listed on other line items. ONLY BID PER TOW SERVICE!	\$44.00
---	---	----	--	---------

Item Notes:

Supplier Notes:

9	1	EA	Snow Removal Fee ONLY BID PER OCCURRANCE!	\$30.00
---	---	----	---	---------

Item Notes: The fee listed in this Line Item will be charged each time the Vendor is required to remove snow from around a vehicle in order to safely perform a tow service and not cause damage to the vehicle.
 Snow removal fee must be approved by the Lincoln Police Department.
 Invoices must specify this fee and the name of the LPD Officer approving the fee.

Supplier Notes:

10	1,657	EA	Accident Cleanup Fee ONLY BID PER OCCURRANCE!	\$20.00
----	-------	----	---	---------

Item Notes: The fee listed in this Line Item will be charged each time the Vendor is required to clean up an accident site as required in the Specifications.
 Invoices must specify this fee and the name of the LPD Officer approving the fee.
 The quantity listed is based on the number of City-Ordered accident tows in 2011.
 There is no guarantee of any quantity during the term of the contract.

Supplier Notes:

11	1	Hour	Mechanical Service Fee ONLY BID PER HOUR!	\$20.00
----	---	------	---	---------

Item Notes: The fee listed in this Line Item will be charged each time the Vendor is required to alter a vehicle in order to perform a tow service and not cause damage to the vehicle.
 Invoices must specify this fee if required
 Time starts after Vendor arrives on scene.

Supplier Notes:

12	1	Hour	Winch Service Fee - Vehicles UNDER 4 Tons ONLY BID PER HOUR!	\$25.00
----	---	------	--	---------

Item Notes: The fee listed in this Line Item will be charged each time the Vendor is required to winch a vehicle in order to perform a tow service.

Invoices must specify this fee if required

Service starts when the winch is attached to the vehicle and ends when the vehicle is attached to the tow truck.

This fee does not apply to City-Owned vehicles in this classification.

Supplier Notes:

13	1	Hour	Winch Service Fee - Vehicles OVER 4 Tons ONLY BID PER HOUR!	\$125.00
----	---	------	---	----------

Item Notes: The fee listed in this Line Item will be charged each time the Vendor is required to winch a vehicle OVER 4 Tons in order to perform a tow service.

This fee does not apply to City-Owned vehicles in this classification.
Invoices must specify this fee if required

Service starts when the winch is attached to the vehicle and ends when the vehicle is attached to the tow truck.

Supplier Notes:

14	800	EA	Bicycle Transport and Storage Fee ONLY BID PER BICYCLE!	\$9.00
----	-----	----	--	--------

Item Notes:

Supplier Notes:

15	11,567	Day	Storage Service - Pasenger Cars, Small Trucks, Trailers ONLY BID PER DAY!	\$7.00
----	--------	-----	--	--------

Item Notes: Small trucks are defined as being licensed four (4) tons or smaller.

The quantity listed is an estimate based on the number of storage days for City-Ordered Tows in 2011

It now includes City-Ordered accident tow storage days.

Supplier Notes:

16	50	Day	Storage Service - Snowmobiles, Boats on Trailers and other vehicles under 4 tons, not listed on other line items. ONLY BID PER DAY!	\$7.00
----	----	-----	---	--------

Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

17	50	Day	Storage Service - Motorcycles ONLY BID PER DAY!	\$7.00
----	----	-----	--	--------

Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

18	30	Day	Storage Service - Straight Trucks ONLY BID PER DAY!	\$14.00
----	----	-----	--	---------

Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

19	30	Day	Storage Service - Semi-Tractor w/o Trailer ONLY BID PER DAY!	\$14.00
----	----	-----	---	---------

Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

20	30	Day	Storage Service - Semi Trailer or House Trailer ONLY BID PER DAY!	\$21.00
----	----	-----	--	---------

Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

21	30	Day	Storage Service - Motorized Recreational Vehicle ONLY BID PER DAY!	\$14.00
----	----	-----	---	---------

Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

22	1	Day	Storage Service - Bus ONLY BID PER DAY!	\$14.00
----	---	-----	--	---------

Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

23	1	EA	Fee for Vehicle Attached to Vendor Tow Vehicle (BUT NOT TOWED) GIVE FEE PER OCCURANCE ONLY!	\$44.00
----	---	----	--	---------

Item Notes:

Supplier Notes:

Response Total: \$240,225.00
