

**Amendment to Agreement**  
**CITY OF LINCOLN TOWING AND STORAGE SERVICES**  
**Bid No. 12-006**

This Amendment is hereby entered into on this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Capital Towing Inc., 101 Charleston Street, Lincoln, NE 68508 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 4, 2012, Resolution No. A-86840, (the "Agreement"), for **Towing and Storage Services, Bid No. 12-006**, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the language in the contract referring to the approval of LPD for certain services. Line Items 9 of the bid document shall remove the requirement for approval by an LPD Officer of snow removal service. And Line Item 10 of the bid document shall remove the requirement for approval by an LPD Officer of accident cleanup fees.

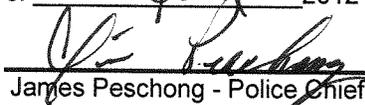
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Resolution No. A-86840, and stated herein the parties agree as follows:

- 1) The parties wish to amend the language in the contract referring to the approval by LPD for certain services. Line Item 9 of the bid document shall remove the requirement for approval by an LPD Officer for snow removal service. And Line Item 10 of the bid document shall remove the requirement for approval by an LPD Officer of accident cleanup fees.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

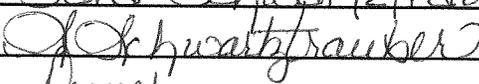
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>3<sup>rd</sup></u> day
of <u>July</u> 2012

James Peschong - Police Chief

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

Dated 6-21-12

<b>Company Name: (PLEASE PRINT)</b>	Capital Towing, Inc
<b>By: (PLEASE PRINT)</b>	Sara Schwartztrauber
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Owner
<b>Company Address: (PLEASE PRINT)</b>	101 Charleston Street, Lincoln NE 68508
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402-475-7676    402-475-8115
<b>E-Mail Address: (PLEASE PRINT)</b>	Kaitdad9@aol.com

12R-94

PH: 5-14-12  
A-86840

**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:

Teresa J. Meier Assauty  
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]  
Mayor

Approved by Resolution No. A-86840

dated JUN - 4 2012

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary [Signature] (SEAL)



Capital Towing, Inc  
Name of Corporation

101 Charleston St  
(Address) Lincoln, NE 68508

By: [Signature]  
Duly Authorized Official

Manager  
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			
Fax	1 (402) 441-6513			
Bid Number	12-006 Addendum 4	Department	Purchasing	Department
Title	City of Lincoln Towing and Storage Services	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	12/28/2011	Telephone	1 (402) 441-8309	Telephone
Close Date	3/16/2012 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

## 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.&lt;br&gt;Outline is typed on company letterhead and attached to the Response Attachment section of my ebid response.&lt;br&gt;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?&lt;br&gt;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&lt;br&gt;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.&lt;br&gt;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.&lt;br&gt;The minimum lease amount to be paid to the City would remain at \$72,000.00 per year.&lt;br&gt;Please provide the percentage of increase for tows and storage in this section if the City wishes to pursue this option:&lt;br&gt;Towing - ____% Increase from bid price.&lt;br&gt;Storage - ____% Increase from bid price.&lt;br&gt;List any other fees associated with this option.</p>	Tow increase 467.4%, storage increase 391%, \$55.00 administration 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 adminstration 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 portion 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

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## 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:				

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7	1	EA	Towing Service - Motorcycles  ONLY BID PER TOW PRICE!	\$44.00
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Item Notes: Includes all vehicles capable of being licensed as a motorcycle.

Supplier Notes:

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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
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Item Notes:

Supplier Notes:

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9	1	EA	Snow Removal Fee   ONLY BID PER OCCURRANCE!	\$30.00
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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.<br> Snow removal fee must be approved by the Lincoln Police Department.<BR> Invoices must specify this fee and the name of the LPD Officer approving the fee.

Supplier Notes:

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10	1,657	EA	Accident Cleanup Fee   ONLY BID PER OCCURRANCE!	\$20.00
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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. <br> Invoices must specify this fee and the name of the LPD Officer approving the fee.<br> The quantity listed is based on the number of City-Ordered accident tows in 2011.<br> There is no guarantee of any quantity during the term of the contract.

Supplier Notes:

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11	1	Hour	Mechanical Service Fee   ONLY BID PER HOUR!	\$20.00
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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.<br> Invoices must specify this fee if required<br> Time starts after Vendor arrives on scene.

Supplier Notes:

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12	1	Hour	Winch Service Fee - Vehicles UNDER 4 Tons   ONLY BID PER HOUR!	\$25.00
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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.<br>  
Invoices must specify this fee if required<br>  
Service starts when the winch is attached to the vehicle and ends when the vehicle is attached to the tow truck.<br>  
This fee does not apply to City-Owned vehicles in this classification.

Supplier Notes:

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13	1	Hour	Winch Service Fee - Vehicles OVER 4 Tons   ONLY BID PER HOUR!	\$125.00
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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.<br>  
This fee does not apply to City-Owned vehicles in this classification.  
Invoices must specify this fee if required<br>  
Service starts when the winch is attached to the vehicle and ends when the vehicle is attached to the tow truck.

Supplier Notes:

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

Supplier Notes:

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15	11,567	Day	Storage Service - Pasenger Cars, Small Trucks, Trailers  ONLY BID PER DAY!	\$7.00
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Item Notes: Small trucks are defined as being licensed four (4) tons or smaller.<br>  
The quantity listed is an estimate based on the number of storage days for City-Ordered Tows in 2011<br>  
It now includes City-Ordered accident tow storage days.

Supplier Notes:

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

Supplier Notes:

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17	50	Day	Storage Service - Motorcycles  ONLY BID PER DAY!	\$7.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

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18	30	Day	Storage Service - Straight Trucks  ONLY BID PER DAY!	\$14.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

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19	30	Day	Storage Service - Semi-Tractor w/o Trailer  ONLY BID PER DAY!	\$14.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

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20	30	Day	Storage Service - Semi Trailer or House Trailer  ONLY BID PER DAY!	\$21.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

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21	30	Day	Storage Service - Motorized Recreational Vehicle  ONLY BID PER DAY!	\$14.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

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22	1	Day	Storage Service - Bus  ONLY BID PER DAY!	\$14.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

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

Supplier Notes:

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Response Total: \$240,225.00

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**SPECIFICATIONS  
FOR  
TOWING AND STORAGE OF TOWED VEHICLE(S) AND BICYCLES**

**1. GENERAL NOTICE**

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting sealed bids for providing tow-in service and storage of vehicles from City streets or other property within the City limits of Lincoln, Nebraska.
  - 1.1.1 This is a rebid from bid 11-176.
    - 1.1.1.1 All information submitted by Vendors for 11-176 is invalid for this bid.
- 1.2 The City is requesting pricing for City ordered tows, requests made by the City on behalf of the Owner tows and storage of vehicles.
  - 1.2.1 There will only be one award therefore Vendors must bid all packages.
  - 1.2.2 The contract for towing and storage services also includes the towing of City Owned vehicles to locations throughout the City as requested by the City Departments.
    - 1.2.2.1 There is no charge at any time for the towing of City Owned vehicles which are in the four (4) ton or less category
    - 1.2.2.2 The fee to the City for towing of City Owned vehicles which are in the oversize category shall be at the rate listed in the Line Items for City Ordered tows.
  - 1.2.3 The number of City ordered tows of vehicles under 4 tons for 2011 is 2,927.
    - 1.2.3.1 The City is running a test for the booting of vehicles in place of tows in 2012.
    - 1.2.3.2 The estimated number of tows in 2012, with the reduction in booted vehicles is 2,600.
    - 1.2.3.3 The City does not guarantee any number of tows or storage days as part of the awarded contract.
  - 1.2.4 The number of City-Ordered tows of vehicles over 4 tons in 2011 is 13.
  - 1.2.5 The number of City-Owned vehicles under 4 tons towed in 2011 is 142.
  - 1.2.6 The number of City-Owned Oversized vehicle tows in 2011 is 10.
  - 1.2.7 The number of requested accident tows in 2011 is 1,657.
  - 1.2.8 The number of Storage Days for accidents in 2011 is estimated at 5,117.
  - 1.2.9 The number of Storage Days for City-Ordered Tows in 2011 is estimated at 6,450.
- 1.3 Successful Vendor will be required to store towed items at the City's impound lot.
  - 1.3.1 The City's impound lot is located at 101 Charleston which is just west of Haymarket Park.
  - 1.3.2 Successful Vendor must provide a yearly payment for use of the City's impound lot at the rate of at least \$72,000 per year.
    - 1.3.2.1 Vendor shall propose their rate in the Attribute section of their ebid response.

- 1.3.2.2 The payment shall be paid in quarterly installments by the last day of each quarter.
- 1.3.2.3 The contract will include 350 stalls for the exclusive use of City ordered tows.
- 1.3.2.4 The remaining stalls are available for use by the Vendor.
  - 1.3.2.4.1 There are approximately 650 total stalls, including the auction area, in the impound lot.
- 1.3.2.5 The Vendor will be provided sufficient space for an office to conduct its business.
- 1.3.2.6 The Vendor shall provide their own office furniture and equipment.
- 1.3.3 The Vendor shall provide an electronic gate at the entrance to the impound lot.
- 1.3.4 Vendor will be required to maintain the impound lot and building in a manner acceptable to the City.
  - 1.3.4.1 An inspection will be conducted with the awarded Vendor and a City Representative prior to the start of the contract period to determine what maintenance duties will be required of the previous Vendor and those of the new Vendor.
- 1.3.5 Vendor will pay for all maintenance, upkeep and utility costs for the impound lot during the entire contract term.
- 1.4 Vendor shall indicate any and all contracts it has with other companies or agencies in Lincoln for towing and/or storage services.
  - 1.4.1 These contracts may be listed in the Attribute section or typed on letterhead and attached to the Response Attachment section of your e-bid response.
  - 1.4.2 This information will be used to determine if the Vendor can meet City requirements.
- 1.5 Vendors must submit with their bid a written outline of how they propose to fulfill this contract, to include methods of operation.
  - 1.5 This outline shall be attached to the Response Attachment section of your e-bid response.
- 1.6 Vendor shall submit a transition plan listing how they will coordinate their services with the current contracted Vendor in order to meet the requirements set in these specifications.
  - 1.6.1 Transition plan must include the number of days from execution of contract for the Vendor to completely assume all duties of this contract without disruption of service.
- 1.7 Overhead photos of the City's impound lot and storage building are provided in the Bid Attachment section of the ebid.
- 1.8 Vendor shall erect a sign outside the storage lot at the corner of the entryway and Charleston indicating it is the City impound lot.
  - 1.8.1 Sign must meet City code for sign size and installation requirements.

- 1.9 The City will allow the Vendor the opportunity to increase their tow prices if the cost of fuel exceeds \$1.25/gallon above the Average Monthly Retail On-Highway Diesel/Gas Fuel Price for Lincoln, Nebraska as listed on the date the contract is awarded.
  - 1.9.1 Vendor must exercise option for increase by contacting the City Purchasing Department and providing the exact revised amount to be charged per tow at least 30 days prior to increase.
  - 1.9.2 The City of Lincoln will evaluate the request and determine if an increase is acceptable or if the contract should be terminated and a new bid issued.
  - 1.9.3 Only the Tow Service pricing is eligible for an increase.
  - 1.9.4 In the event that fuel prices decrease to an amount equal to or less than the original amount an amendment may be issued for an agreed upon lower rate.
- 1.10 Vendor will not be allowed to charge any other fees or charges other than those listed in the Line Items section of the ebid, in the Vendor response, in the Attribute section or during final negotiations of the contract.
- 1.11 A \$5,000.00 bid bond is required at time of bid submission according to the terms as listed in the Attribute section of the ebid system.
- 1.12 The City of Lincoln Living Wage Ordinance does not apply to this service.
- 1.13 Bidders shall submit bid documents and all supporting material via e-bid.
- 1.14 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
  - 1.14.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.14.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.14.3 No direct contact is allowed between Vendor and other City staff or Elected Officials throughout the bid process.
    - 1.14.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

## **2. SCOPE OF WORK**

- 2.1 The work covered under these specifications shall be the removal of vehicles from City streets, public property and private property, within the City limits of the City of Lincoln, Nebraska which may be ordered removed by any lawfully authorized agent of the City.
  - 2.1.2 In the event of an accident in the City Limits, the Vehicle Owner or Operator may use the City Towing Contractor or request that another wrecker service be called for immediate removal.
  - 2.1.1 Work will also include the removal of junk vehicles from private property for which authorization by the Owners or custodians of such vehicles has been obtained.

- 2.1.2 In addition, the successful bidder shall be required at the request of personnel of the Lincoln Police Department, (hereinafter referred to as LPD), to transport bicycles and parts thereof from various locations throughout the City designated by LPD, to a place of storage designated by the City (presently the City's impound lot).
- 2.2 Each Vendor must be able to demonstrate the ability to meet each section of the specification to the satisfaction of the City, on the date their bid is submitted to the City.
  - 2.2.1 Failure to provide additional information or clarification on bid documents proving the ability to meet the requirements in a timely manner may result in bid rejection.
- 2.3 Each Vendor must have a valid "Special Waste Permit" on the date their bid is submitted and comply with all current regulations.
  - 2.3.1 Vendor shall attach copies of the Permit to the Response Attachment section of their e-bid response.
- 2.4 The Vendor shall be required to collect Parking Ticket Fees owed to the City or Designate and to transfer these monies to the City on a scheduled day and time.
  - 2.4.1 The Vendor shall have a computerized system able to handle this requirement and must receive pre-approval by LPD and the City Urban Development Department of said system.
- 2.5 The Vendor agrees to collect a Towing Administration Fee for City ordered tows as required by the City of Lincoln Municipal Code, Section 10.44.030, a copy of which is attached to the Bid Attachment section.
  - 2.5.1 The \$50.00 per vehicle fee will be paid to the City Parking Division on a weekly basis at the same time all other fees are paid.
  - 2.5.2 The Vendor must maintain accurate files regarding the collection and disbursement of the fees collected as requested by the City Parking Division.
  - 2.5.3 The Vendor shall indicate any fees associated with the collection of the Towing Administration Fee in the Bid Attribute section or as part of an attachment to the bid.
  - 2.5.4 Only City ordered tows for vehicles that are claimed by the Owner will be charged the Towing Administration Fee.
    - 2.5.4.1 Towing fees imposed by the City shall not apply to vehicles other than vehicles impounded upon the order of a police officer or Parking Control Officer because of parking or ordinance violations, or other violations of law, and shall not be imposed upon vehicles that have been towed because of accident, mechanical failure, or other instance in which a vehicle owner or operator requests that a vehicle be towed to the automobile pound or such location as may have been contracted for by the City for the placement of impounded vehicles.
- 2.6 The University of Nebraska is considering a piggyback contract for the services listed in this specification.
  - 2.6.1 The University orders approximately 350 vehicle tows per year.
  - 2.6.2 The City is not responsible for any University of Nebraska authorized tows or storage fees in the event they decide to piggyback this contract.

- 2.6.3 Other government entities may also piggyback this contract with the approval of the City if such action does not impact the performance listed herein.
- 2.7 The City is considering an option to allow the Vendor to only serve the City and other interested government entities under the terms of this contract, please enter the information requested in the Attributes.

**3. GENERAL CONDITIONS**

- 3.1 These specifications relate to the towing of automobiles, trucks, buses, and all other vehicles from the public streets and other property within the City of Lincoln.
  - 3.1.1 This contract includes the towing of City-owned vehicles.
- 3.2 Vehicles to be towed will include those vehicles ordered to be towed by officials of the City.
  - 3.2.1 Each call for a tow will require one tow truck.
    - 3.2.1.1 If more than one truck is required, a detailed explanation shall be on the ticket.
    - 3.2.1.2 If an additional truck is required, it will be charged at the same rate as the first truck.
    - 3.2.1.3 A Law Enforcement Officer must sign off on the ticket verifying that more than one truck was required and used at that location.
  - 3.2.2 The Vendor is responsible for securing any titles and disposal of vehicles that are requested towed by LPD as a result of an accident.
  - 3.2.3 Such orders will arise from various types of legal process.
- 3.3 The Vendor will be, by virtue of a contract, authorized to tow ordered vehicle(s) to the City's impound lot.
- 3.4 The Vendor will be responsible for the storage of such vehicle(s) and will be responsible for the collection of fee(s) for towing and storage.
- 3.5 Vendor will also be responsible for the promulgation of a system approved by the City, to secure the payment of such fees in those instances when the towed vehicle must be immediately released to the Owner thereof.
  - 3.5.1 Vendor must be able to collect fees in the form of cash or credit card.
- 3.6 The Vendor submitting a bid for a contract shall submit on the basis of the amount charged for the towing of vehicle(s) and storage as listed below:
  - 3.6.1 Vehicles attached to Vendor's vehicle, but not towed, amount to be paid at the scene.
  - 3.6.2 Passenger cars, small trucks (licensed four (4) tons and less), and trailers (other than semi-trailers and house trailers).
  - 3.6.3 Straight trucks (licensed over four (4) tons).
  - 3.6.4 Over-sized vehicles:
    - 3.6.4.1 Semi-tractor
    - 3.6.4.2 Semi-trailer or house trailer
    - 3.6.4.3 Self-propelled campers or mobile homes
    - 3.6.4.4 Buses
  - 3.6.5 Motorcycles (vehicles capable of being licensed as motorcycle)
  - 3.6.6 Other vehicles (snowmobiles, boats on trailers, etc.)

- 3.6.7 Whenever position winching is necessary, a per-hour fee as indicated on the bid shall be charged for City-Ordered tows.
  - 3.6.7.1 City-Owned vehicles will NOT incur a per hour winch fee for any type of vehicle.
- 3.6.8 Whenever snow must be removed from in front of a vehicle to avoid damage to the vehicle a per-occurrence rate shall be charged.
- 3.6.9 Whenever mechanical work is required to tow a vehicle in order to avoid damage to the vehicle, a per hour rate shall be charged according to the bid rate listed.
- 3.6.10 Accident clean up fee as listed in the Line Item section of the ebid response.
- 3.7 Storage rates shall begin 24 hours after tow.
  - 3.7.1 Any vehicle stored as evidence at the request of LPD can be charged a storage fee at the discretion of LPD according to the laws of the State.
  - 3.7.2 Any vehicle belonging to the City will not be charged a storage fee.
  - 3.7.3 LPD has the right to store any type of equipment at the Impound Lot at no cost.
  - 3.7.4 Storage rates for passenger cars and trucks weighing four (4) tons or less shall be bid on a per-occurrence rate.
  - 3.7.5 Storage rates for straight trucks weighing over four (4) tons shall be bid on a per-occurrence rate.
  - 3.7.6 Storage rates for semi-trailer trucks and other oversized vehicles shall be on a per-occurrence rate.
  - 3.7.7 City Ordered Tows of Semi-trailers and other oversized vehicles shall be winched on a per-hour rate and towed on a per-occurrence rate.
  - 3.7.8 Accident Tows of Semi-trailers and other oversized vehicles which are paid by the vehicle Owner or Operator shall be winched on a per-hour rate and towed on a per-occurrence rate.
    - 3.7.8.1 The per-hour winch rate for services listed in 3.7.7 and 3.7.8 begins when the tow vehicle hooks the winch onto the vehicle and ends when the vehicle is attached to the tow truck.
  - 3.7.9 Storage of semi-trailers and other oversized vehicles may be at a place other than the City's Impound lot.
    - 3.7.9.1 All said lots to be used for storage of semi-trailers and other oversized vehicles shall be approved in advance by the Chief of Police of the City of Lincoln, Nebraska or the Chief's designated representative.
    - 3.7.9.2 All said lots must be properly zoned according to City Code for this type of use.
  - 3.7.10 Storage rates of other vehicles (snowmobiles, boats on trailers, motorcycles, etc.) shall be bid on a per-occurrence rate.
  - 3.7.11 Storage rates shall not apply when a vehicle is towed to a destination other than the Vendor's outside or inside storage area, or an approved lot as specified in the preceding section.
- 3.8 In the event that the Vendor is unable to collect the towing and/or storage fee on claimed vehicles, the Vendor may protect its interest in accordance with legal procedures for the collection of such fee(s).

- 3.9 The City will not guarantee the payment of any fees by private parties not collected by the Vendor.
- 3.10 The City agrees to convey to Vendor, abandoned vehicles having no current numbered plates affixed and having a value of \$250.00 or less, as determined by LPD, such vehicles when towed from public property may be towed to City's lot or such salvage yard as Vendor may have arranged for.
  - 3.10.1 When the vehicle is conveyed to the Vendor, it shall no longer be counted as one of the 350 vehicles reserved for the City.
  - 3.10.2 Such vehicles will be held a minimum of five days before disposition, unless the vehicle owner provides the City with a written waiver.
  - 3.10.3 A total of 4 salvage titles were obtained by the Vendor in 2011.
- 3.11 Vendor shall also be responsible for the promulgation of a computerized system for towing and tow lot management (approved by the LPD) for securing the payment of its fees in disputed cases where such vehicle must be immediately released to the Owner thereof.
- 3.12 City further agrees to convey to Vendor for disposition, those vehicles not sold at public auction, all wrecked, junked, partially dismantled, or abandoned vehicles towed from private property upon which releases have been obtained from Owners or Custodians.
- 3.13 Public auction of unclaimed vehicles will be held at the impound lot, and will be conducted by personnel of LPD or their designee.
  - 3.13.1 A total of 346 vehicles were auctioned in 2011.
- 3.14 Vendor shall assist in cleaning and preparation of vehicles for auction.
  - 3.14.1 Vehicles on the auction list shall be moved to the front of the lot to the designated auction area.
  - 3.14.2 Periodically a vehicle may need to be pulled from the auction, and taken back to the general storage area.
  - 3.14.3 Vendor shall remove license plates from the auction vehicles and place them inside of vehicle.
  - 3.14.4 Vendor shall provide at least two (2) employees to assist in removing items from the vehicles under the direction of LPD Property Division.
  - 3.14.5 Vendor shall assist in unlocking or removing locks to gain access to vehicle interior and trunk.
  - 3.14.6 All of the duties listed in this section will be done at no additional cost to the City.
- 3.15 The City shall provide personnel to assist in inventory of vehicles to be sold at public auction.
- 3.16 Vendor shall be paid accrued towing and storage fees on vehicles upon sale of such vehicles which are sold at public auction.
  - 3.16.1 Fees shall not exceed sale price, excess monies will be returned to City.
- 3.17 Title will be provided to Vendor for those vehicles not sold during or at the public auction.
  - 3.17.1 Upon issuance of the title, the vehicle will no longer be counted as one of the 350 vehicles reserved for the City.
- 3.18 The City will reserve the right to dispose of vehicles titled to it by operation of law in a manner most advantageous to the City, in accordance with the provisions of the Lincoln Municipal Code or other applicable law.

- 3.19 In the event the Vendor does not have available proper equipment when requested by the City, the Vendor shall call upon another wrecker service to carry out such duties within the time frame of the contract.
  - 3.19.1 Prices charged shall be at the contract prices.
  - 3.19.2 It shall be the responsibility of the Vendor to receive the money and pay the other wrecker service for its service.
- 3.20 The Vendor shall charge directly to the vehicle Owner or Operator of the vehicle such fees for tow-in and/or storage of any vehicle(s) in accordance with the schedule of rates contained in the Bid Proposal.
- 3.21 The City will not prevent any Owner from claiming their vehicle from Vendor unless Vendor has been specifically directed to hold such vehicle by LPD or Agents of the City.
- 3.22 The length of the contract shall be for four (4) years, with option to renew for an additional four (4) year term with mutual consent of both parties.

**4. SPECIFIC REQUIREMENTS**

- 4.1 Response Time
  - 4.1.1 In the event that the Vendor's tow vehicle is unable to arrive at the scene within 20 minutes of dispatch time by the City, for Downtown tows, or within 30 minutes elsewhere in the City due to numerous calls, it shall be the responsibility of the Vendor to call upon another wrecker service to carry out such duties within that time frame and to so notify the Police Dispatcher who will provide the service.
    - 4.1.1.1 Vehicles shall be towed to the City's impound lot.
    - 4.1.1.2 A vehicle inventory number shall be placed on the windshield upon arrival at the lot.
      - 4.1.1.2.1 This only applies to City -Ordered tow-in.
    - 4.1.1.3 Vehicles ordered towed by the Parking Division and unclaimed after 5 days shall be changed to an LPD tow and a property report shall be filled out and an LPD inventory number assigned.
- 4.2 No Tow
  - 4.2.1 No fee shall be charged unless the vehicle to be towed has been connected to the towing vehicle.
  - 4.2.2 In the event that a vehicle is connected to the tow vehicle, Vendor must allow the vehicle Owner the opportunity to pay with cash or credit card at the scene.
- 4.3 Secured Parking
  - 4.3.1 Vendor will have the ability to secure outdoor fenced space for security parking at the City's impound lot for at least three hundred and fifty (350) vehicles specifically towed under City orders.
  - 4.3.2 The Vendor is directly responsible for ensuring that any vehicle stored outside shall have all vents and windows closed.
    - 4.3.2.1 If the Vendor is unable to close vents and windows, the vehicle must be protected from the elements via tarp or other methods.
  - 4.3.3 In the event the Contractor fails to protect the vehicle as described, the Contractor shall investigate, arbitrate or adjust all loss and damage claims.

4.3.4 Inside storage space shall be for the exclusive storage of towed vehicles at the request of LPD.

4.3.5 There is sufficient indoor storage at the City's impound lot to accommodate at least three (3) vehicles.

4.3.5.1 Vendor shall keep this area free and clear for LPD's exclusive use.

#### 4.4 Tow Equipment

4.4.1 Vendor shall have at all times, not less than eight (8) power winch equipped tow trucks and one (1) power winch equipped flatbed truck with the latest state of the art safety devices to remove all vehicles in accordance with the terms and conditions of this agreement.

4.4.1.1 These nine (9) vehicles must be licensed to the Vendor and marked with the company name at all times.

4.4.1.2 Vendor shall attach a detailed list of the equipment that will be used in the performance of the contract and individual photos of each tow vehicle which shows the license plate, company markings and type of vehicle (wrecker or flatbed) to the Response Attachment section of their ebid response.

4.4.1.3 **ALL VEHICLES REQUIRED FOR THE PERFORMANCE OF THIS CONTRACT MUST MEET THE REQUIREMENTS LISTED ABOVE AT TIME OF BID CLOSING.**

4.4.1.3.1 Detailed list must include the model year, manufacturer and model of the tow vehicles.

4.4.1.4 Prior to award the City shall inspect all of the vehicles proposed for this contract to ensure that they meet the requirements listed herein.

4.4.1.5 The City reserves the right to reject any piece of equipment that is deemed to not meet the requirements of these specifications.

4.4.1.5.1 In the event a piece of equipment is rejected, the Vendor must have a replacement vehicle ready for inspection within 24 hours for reinspection.

4.4.2 All such trucks shall be equipped with two-way radios, pan and scoop shovel, broom and receptacle for debris, minimum 10-pound dry powder fire extinguisher, and a container filled with oil absorbent and an empty container to put debris from an accident scene.

4.4.3 All trucks shall be DOT certified.

4.4.4 Vendor agrees to remove from the street all parts, glass, metal, dirt and debris, etc. and to spread oil absorbent on all oil, gasoline and/or grease spots which are upon such street at the scene of an accident and/or collision to which the Contractor has been directed to remove any vehicle(s). (Per Ordinance 10.24.90)

4.4.4.1 Should the City have to clean area up due to Vendor's failure to do so, cost of clean-up shall be billed to Vendor and an additional \$100.00 fee will be assessed.

- 4.4.5 Vendor must have the tow trucks available for towing use 24 hours a day, seven days a week.
- 4.4.6 Vendor shall provide additional towing equipment in the time of extra demand such as winter storms, Nebraska football Saturdays, special events, or upon notice as requested by the City.
  - 4.4.6.1 Additional tow equipment may be in the form of prior written agreements with other towing service providers.
  - 4.4.6.2 Other towing services must be approved in writing by LPD.
  - 4.4.6.3 Other towing service providers will act under the supervision of the Vendor and abide by all terms and conditions of the contract.
  - 4.4.6.4 The City shall attempt to provide a minimum of 4 hours notice for winter storm towing services and 1 week notice prior to Special Events.
- 4.5 Oversized Vehicles
  - 4.5.1 In lieu of maintaining equipment and/or personnel for the towing of "oversized vehicles," Vendor may, at their option, cause such towing of oversized vehicles to be performed by other towing service companies.
    - 4.5.1.1 Vendor must indicate in the Attribute Section of their ebid response if they intend to use a Subcontractor for this service, and if so, who the Subcontractor will be and the equipment the Subcontractor will utilize in the performance of the contract.
  - 4.5.2 In that event, all conditions of this agreement remain in effect, as if the towing were done by Vendor, and Vendor agrees to be held responsible for the proper performance of such towing, including the assumption of liability, the collection of fees, timeliness of response, and other such factors as are a part of this agreement.
  - 4.5.3 All personnel hired by the Subcontractor shall be properly licensed for the type of vehicle they are operating during performance of this contract under Local, State, Federal and DOT guidelines.
- 4.6 Personnel
  - 4.6.1 Vendor shall provide uniformed wrecker operators.
    - 4.6.1.1 Said uniforms shall be clean and have the names of the company and the name of the operator on the outside of the uniform.
  - 4.6.2 Vendor shall have available persons to process requests for the towing, storage, inspection, and return of vehicles towed 24 hours a day, seven days a week.
  - 4.6.3 Vendor shall allow and permit the inspection of any vehicle stored or towed pursuant to any of the provisions hereof by the Owner of such vehicle or by any person having authorization from such Owner 24 hours a day, seven days a week.
  - 4.6.4 Vendor shall be prepared to have additional personnel available to handle claims for return of vehicles towed as requested by the LPD on those occasions when extra towing is required, such as on Nebraska football Saturdays and during special events.
    - 4.6.4.1 If a high number of vehicles are being towed between midnight and 6 am, the City shall provide advance notice to the Vendor at least four (4) hours in advance if possible.

- 4.6.5 Vendor shall run a criminal history check on all employees and make report available to the City at time of contract execution and any other time throughout the contract period.
- 4.6.6 No Owner, Manager, or Assistant Manager shall have had a felony conviction record or any crime involving moral turpitude within the last five (5) years.
  - 4.6.6.1 This shall include any form of theft.
- 4.6.7 The City reserves the right to reject any Vendor's employees who have a criminal record.
- 4.6.8 All personnel shall be properly licensed for the type of vehicle they are operating during performance of this contract under Local, State, Federal and DOT guidelines.
- 4.7 Personal Property
  - 4.7.1 Vendor shall assist LPD with the inventory, or have Vendor's employee representative or agent, inventory all personal property in vehicles, except vehicles upon which there is a Police hold, which the Vendor is directed to tow, at the scene of an accident or collision or point of removal.
  - 4.7.2 One copy of the inventory sheet shall be furnished to the Vendor.
  - 4.7.3 One copy of the inventory sheet shall be given to the Owner of the vehicle towed, or to Owner's agent or representative or securely attached to the vehicle or left inside the vehicle in plain view, and shall not be removed except by the Owner or the Owner's representative.
  - 4.7.4 One copy of the inventory sheet shall be provided to and retained by LPD.
  - 4.7.5 The Vendor shall be solely responsible and liable to the Owner for all personal property in all vehicle(s) towed under this contract.
  - 4.7.6 Vendor shall allow and permit removal of personal property from towed vehicles by the Owner of such vehicle(s), 24 hours a day, seven days a week except vehicles upon which there is a Police hold.
  - 4.7.7 In the event of a Police hold, items may be removed only upon prior approval of LPD.
  - 4.7.8 Vendor shall provide secure storage for all personal property removed from vehicles in preparation for vehicle auctions.
- 4.8 Vehicle Release
  - 4.8.1 When a Police hold order exists, the vehicle(s) shall not be released unless authorized by a duly accredited agent of LPD.
  - 4.8.2 Such vehicles shall be towed to and stored in such location as may be directed by LPD or designated representative.
- 4.9 Duty Call
  - 4.9.1 Vendor shall have Operators or Drivers on duty and subject to call from the City twenty-four (24) hours a day, seven (7) days a week, for removal and towing of vehicle(s) and storage at the City's impound lot.
- 4.10 Laws and Regulations
  - 4.10.1 Vendor shall at all times operate within the framework of all ordinances, statutes, and laws whether Local, State, or Federal, including DOT.

- 4.11 Bicycle and Bicycle Parts
  - 4.11.1 Vendor shall remove bicycles or bicycle parts from various locations as designated by the City on a regularly scheduled basis.
    - 4.11.1.1 In the summertime it shall be twice a week and once a week during winter.
  - 4.11.2 In other cases removal will be no later than 36 hours following notification by LPD personnel.
  - 4.11.3 Such bicycles or bicycle parts shall be stored in an enclosed building at the City's impound lot.
  - 4.11.4 Vendor shall be available to show and release bicycles or bicycle parts between the hours of 7:00am and 5:00pm, weekdays and Saturday (Holidays and Sundays excluded).
  - 4.11.5 Bicycles or bicycle parts shall be released by Vendor to those persons appearing with proof of purchase, receipts of licensing or upon notification of proper ownership by LPD personnel.
  - 4.11.6 The Vendor shall be paid the Line Item rate per bicycle for each bicycle picked up and stored for such period as directed by LPD.
    - 4.11.6.1 It is estimated that 800 - 900 bikes are picked up and stored over the course of a year.
  - 4.11.7 Auction of unclaimed bicycles shall be held at the impound lot at a date and time determined by LPD.
  - 4.11.8 Included in the sale shall be any unclaimed miscellaneous properties to be auctioned as selected by LPD.
  - 4.11.9 Vendor shall assist with the preparation of bicycles for auction and shall assist LPD with the handling of bicycles at auction.
  - 4.11.10 Vendor shall also segregate and keep separate all bicycles designated for auction.
- 4.12 Cancellation Notice
  - 4.12.1 It is understood that the contract may be canceled by giving the other party sixty (60) days written notice of the termination of the contract unless the Vendor is found to be in substantial breach of its contract, in which case such contract will immediately terminate in accordance with applicable law.
- 4.13 City of Lincoln Inspection(s)
  - 4.13.1 Vendor shall keep and have all tow trucks and equipment available for inspection by LPD or authorized representative of the City at any time.
  - 4.13.2 Any unit not passing inspection shall be removed from service until such time as it is approved by the City.
  - 4.13.3 If a unit is removed from service, the Vendor shall immediately replace it with another unit so as to have a full compliment of tow trucks to meet the terms and conditions of the contract.
- 4.14 General Insurance Requirements
  - 4.14.1 Vendor shall carry such insurance as described on the City of Lincoln Insurance Requirements document.
  - 4.14.2 Vendor shall not commence work under this contract until it has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Vendor allow any subcontractor to commence work on Vendor's subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- 4.14.3 The City of Lincoln must be named as additional insured on the Certificate of Insurance.
- 4.14.4 Garage Keepers Legal Liability
  - 4.14.4.1 For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$500.00 deductible per occurrence shall be carried with a sufficient limit of liability to cover the maximum number of automobiles or other vehicles, and the contents of such automobiles and vehicles, in accordance with the City of Lincoln's contract for tow-in services and storage of towed vehicle(s).

**5. RECORD KEEPING**

- 5.1 Vendor shall keep such records as required by Urban Development and LPD and furnish these records to both departments on a monthly basis not later than the 10th day of the next succeeding month.
- 5.2 Any records in connection with this contract shall be open for inspection by a duly authorized representative of the City.
- 5.3 Records shall be kept and maintained in the following manner:
  - 5.3.1 Record of all vehicles towed and length of storage
    - 5.3.1.1 Public Streets
    - 5.3.1.2 Private Property
  - 5.3.2 Disposition of all vehicles towed including disposition of personal property.
  - 5.3.3 Record of location from where all towed vehicles are removed from on Public Streets and Private Property shall be required.
  - 5.3.4 Record of monies received from the following:
    - 5.3.4.1 Towing
    - 5.3.4.2 Storage
    - 5.3.4.3 Winch Fee
    - 5.3.4.4 Salvage
    - 5.3.4.5 Snow Removal Fee
    - 5.3.4.6 Mechanical Service Fee
    - 5.3.4.7 Accident Cleanup Fee
    - 5.3.4.8 Auction Proceeds
- 5.4 Upon request by the City, the Vendor shall provide the number of tows and storage for all types of vehicles for either 6 month or 1 year periods.
  - 5.4.1 Vendor shall have the means for splitting the number of tows for City-Owned Tows, under and over 4 tons, City-Ordered Tows, under and over 4 tons, number of bikes transported, number of accident tows and number of storage days from accident tows.

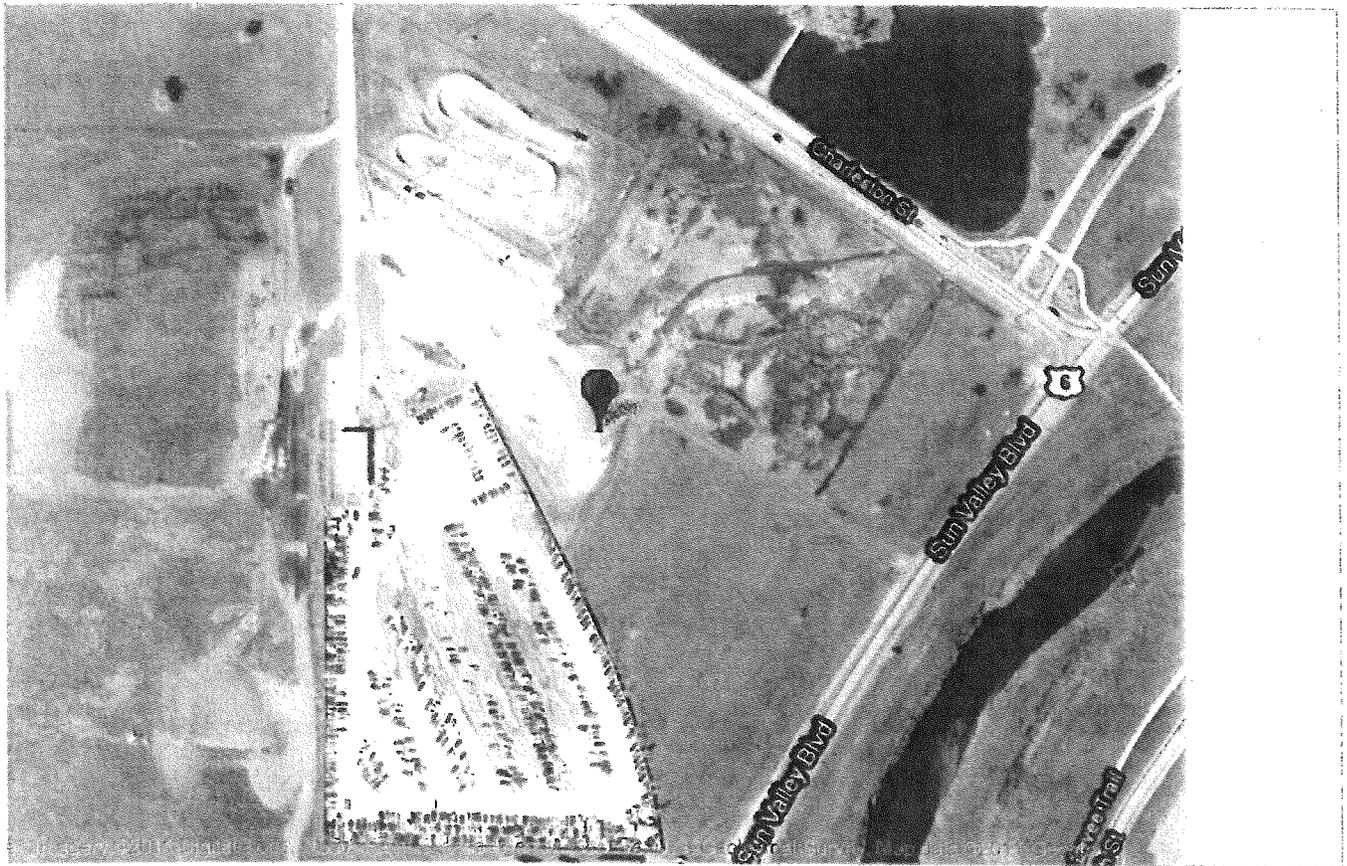
**6. AWARD**

- 6.1 In determining "the lowest, most responsive, responsible bidder" in addition to price and lease amount, the City shall consider:
  - 6.1.1 The ability, capacity, and skill of the Vendor to perform the contract and provide the service required.
  - 6.1.2 Whether the Vendor can perform the contract or provide the service promptly, or within the time specified, without interference.

- 6.1.3 The character, integrity, reputation, judgement, experience, and efficiency of the Vendor in the performance of contracts similar to the services required in these specifications.
- 6.1.4 The quality of performance on previous contracts or service.
- 6.1.5 The previous and existing compliance by the Vendor with the laws and ordinances relating to contract or service.
- 6.1.6 The sufficiency of the financial resources and ability of the Vendor to perform the contract or provide the service.
  - 6.1.6.1 If requested by the City, Vendor shall submit a financial statement for the last two years for all towing operations.
- 6.1.7 The quality, availability, and adaptability of the Vendor to perform the contract.
- 6.1.8 The ability of the Vendor to provide future maintenance and service on the impound lot.
- 6.1.9 The number and scope of conditions which are attached to the bid.
- 6.1.10 The condition of the property of which the Vendor is currently using to store towed vehicles.
  - 6.1.10.1 Upon request the Vendor shall allow the City to inspect their current tow lot prior to making an award.
- 6.1.11 The condition of the equipment being proposed for use during the contract period.
  - 6.1.11.1 Upon request the Vendor shall allow the City to inspect their current equipment prior to making an award.
- 6.1.12 The City reserves the right to accept or reject any or all bids and to waive irregularities.

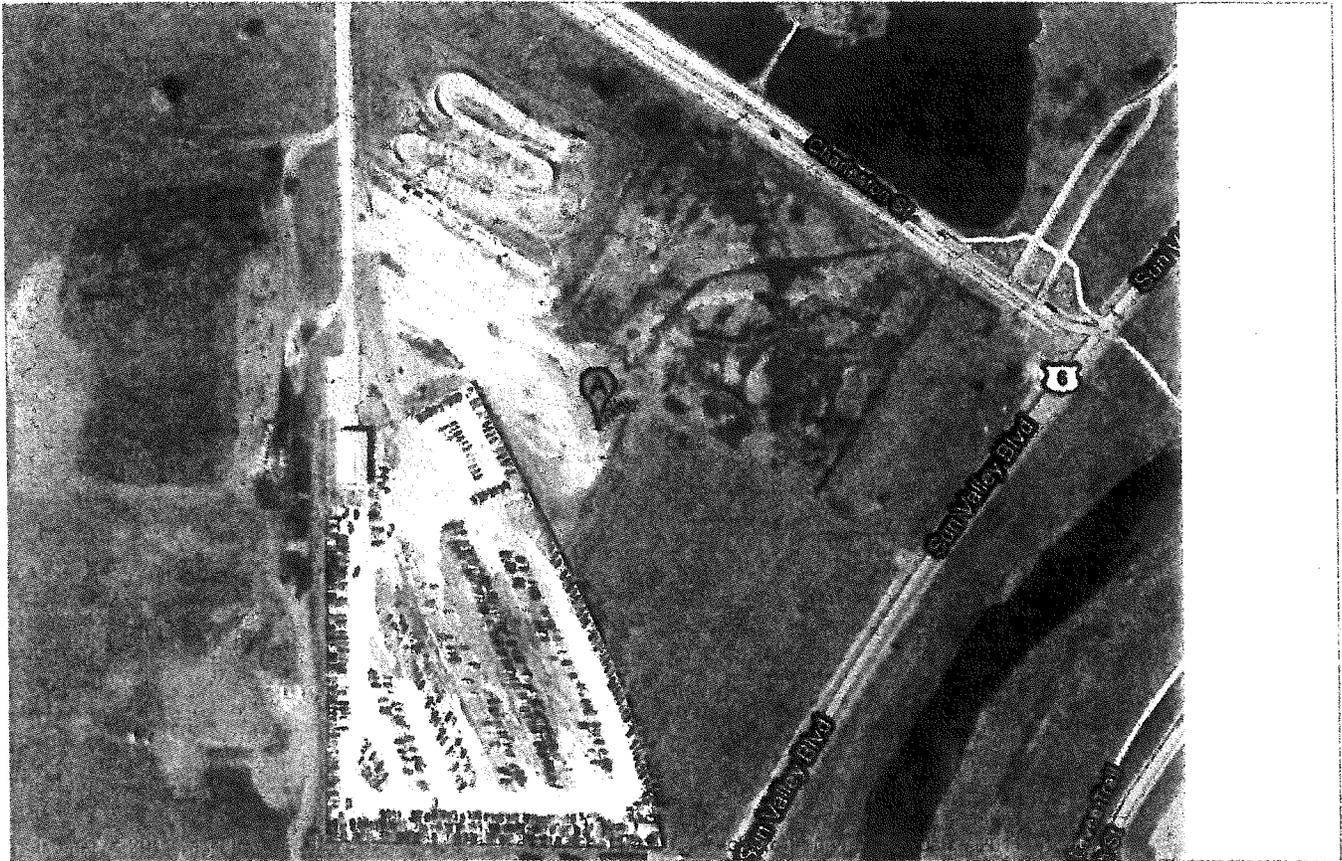
Google maps

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# **ADDENDUM #1**

**Issue Date:01/04/12**

## **SPECIFICATION NO.12-006**

**FOR**

### **VEHICLE TOWING AND STORAGE SERVICES**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

**PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.**

- 1. A request has been made for a copy of the 2003 bid specifications. They are attached to the Bid Attachment section.**

**End of Addendum**

**ADDENDUM #2**  
**Issue Date: 01/12/12**

**SPEC. # 12-006**  
**For**  
**VEHICLE TOWING AND STORAGE SERVICES**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the City's specification and bidding documents:

- 1. Section 1.2.8 states that there were 5,117 days storage for accident and Section 1.2.9 shows 6,450 days. Why has this number changed so dramatically from the 24,251 days which were approximated in the previous bid spec from 7/22/2011?**

Answer: The number of Storage Days used on bid 12-006 are those that were actually paid to the current Provider of this service in 2011. The accident storage numbers are City-Ordered accident tows. The quantity listed in the ebid has been changed to reflect accident and other City-Ordered tows.(11,567) There are other vehicles that are being stored for LPD that have been in storage for a number of years which may or may not result in payment to the Provider in the near future.

- 2. Section 1.3.2 Why has the rent that was offered at \$5,500/month now gone to \$6,000/month since the previous bid spec from 7/22/2011?**

Answer: In the process of this Rebid, the City has determined the minimum amount of the lease payment (\$6,000.00/Month) as appropriate using the current Providers lease payment as a benchmark. The current lease amount was determined in 2003.

- 3. Section 1.3.2 What has changed that has caused a 10% increase of the rental rate of this property?**

Answer: Refer to Question 2 for this response.

- 4. Section 1.3.2 Why is this property renting for \$5500-\$6000/month when comparable properties are renting for much less?**

Answer: Refer to Question 2 for this response.

- 5. Section 1.3.2 Why if the City intends to require these amounts of monies for the rent of this property, is there a drainage problem and no space to store any of the contractors equipment inside?**

Answer: Refer to Question 2 for this response.

6. **Section 1.3.2 The second sentence in this section suggests that the rental rate is a bid amount. Is this in fact true, and how will the City use this information in its decision making process?**

Answer: The lease rate will be considered in the award as stated in 6.1 of the Specs.

7. **Section 1.9.2 Does this section imply that although the cost of fuel may increase the City may decline a raise in the tow pricing?**

Answer: The City has the option to evaluate all price increases in order to determine if they are valid. Upon further evaluation the City can make adjustments to the contract as-needed.

8. **Section 1.9.2 Does this section not imply that a Vendor may ask for a raise in towing prices and actually lose the contract due to rising fuel costs?**

Answer: Refer to Question 7 for this response.

9. **Section 1.9.2 States that there will need to be a 30% rise in diesel fuel and or/a 39% increase in gas prices before a contractor will be able to request a change in the pricing. Is this correct and can you explain how the City arrived at this figure?**

Answer: The fuel price increase amount is listed in section 1.9 of the Specs. The Average Monthly Retail Fuel Price Increase formula originated with other government entities from around the country.

10. **Section 1.10 States that the Vendor is not allowed to charge any other fees other than what is listed in the line item section of the E Bid, Vendor response, or attribute sections of this bid. As this bid is only for City ordered tows, such as impoundments, and City owned vehicles, does this mean that the vendor is not held to this pricing structure on accident tows or other non – City ordered tows?**

Answer: Section 1.2 of the Specifications states that prices submitted includes tows requested by the City on behalf of the Owner. This includes accident tows.

11. **Section 1.10 This section is also worded to lead someone to believe that there may be changes made in the final negotiation of this contract, if that is the case could you please clarify what kind of changes the City is referring to so as to inform all bidders uniformly?**

Answer: Example: A long term, major fuel supply disruption could occur between the time the bids are submitted and the contract execution date which may necessitate the need for a price increase on the original contract.

12. **Section 2.4.1 States that vendor must provide a computerized system to track parking ticket and administrative fees collected for the City. Is there a system which the City is using now and if so will it be made available to the next Vendor?**

Answer: The current Vendor is not using a system provided by the City. The system in place now is owned by the Vendor and is not available to the next Vendor.

13. **Section 2.4 States that the vendor will be responsible to collect monies on behalf of the City for parking tickets. Is there a fee that is paid to the Vendor for the costs incurred to collect these fees?**

Answer: No. The fee you are charging for various services is your payment for meeting all the requirements of this bid.

14. **Section 2.6.3 states that other entities may piggyback this contract. Does this mean that there are other entities which may wish to do so? If so, is the City intending to inform all bidders of known participants?**

Answer: The City provides a piggyback option to other Governmental entities as a standard policy in most bids and therefore it was included in this bid. Section 2.6 indicates the only other entity that is currently using the City Tow Contractor. There is no guarantee that the new contract will include UNL.

15. **Section 3.7.3 States that the City may store any vehicle they wish, for any amount of time they wish, at no charge. Is the City not to be expected to pay for the same services it requires the public to pay for? Also, the City is charging the Vendor a minimum of \$6,000/month but may put as many vehicles as they wish on the property, is this correct and if the City and or Vendor on behalf of the City, were to place more vehicles than the 350 total allotted vehicles there, would the City then be considered in breach of their own contract?**

Answer: The Vendor is leasing the space from the City and in return receives towing business. The City owns the property and is exercising its right to utilize that property to the advantage of the citizens of the City of Lincoln. In the event the City were to exceed 350 vehicles in the tow lot, the Vendor and the City would discuss the options available to reduce the numbers as the contract specifies.

16. **Section 3.14.05 States that Vendor shall assist in opening of vehicles. This bears the question of where do monies go for items sold on the auction which were left in vehicles? Are these monies applied to the towing and storage due the Vendor or are these monies given to the City?**

Answer: The auction is being held by the Lincoln Police Department. The vehicles are in the possession of LPD and the contents as well as the proceeds from the vehicle sales become the property of the City. The Vendor is given the cost of fines and fees for the tow and storage and the remaining amount is given to the City.

17. **Section 4.1.1 States that the Vendors tow vehicle must arrive on scene within a specific time frame. As this contract only stipulates City ordered tows and excludes mention of accidents, does that mean that there will be no specific time frame in which the Vendors equipment will need to be on the scene of an accident?**

Answer: Section 1.2 of the Specifications states that prices submitted includes tows requested by the City on behalf of the Owner. This includes accident tows. When an Officer asks an accident victim if they want to use the City Towing Contractor and the victim accepts the offer, a City-Ordered tow has been placed and the rates are as listed in the awarded proposal.

18. **Section 4.4.1 States that the Vendor is required to have 8 power winch equipped tow trucks and 1 power winch equipped flatbed. Does this mean that the City is requiring this specific configuration of vehicles?**

Answer: Yes

19. **Section 4.4.1 States as above mentioned. Is the Vendor allowed to use more or less of each type of light duty equipment as long as the total number of 9 vehicles is maintained?**

Answer: No

20. **Section 4.4.1 States as above mentioned. Why has the number of required units also changed since the previous bid from 7/22/2011, especially due to the decline of expected tows that will be required?**

Answer: The only change from the previous requirements is the addition of a flat bed.

21. **Section 4.4.1 States as above mentioned. Why as the scope of this contract covers all sizes of vehicles, which would require light, medium and heavy duty tow vehicles, is there no requirement for heavy duty towing equipment?**

Answer: Section 4.5 of the Specifications addresses the subject of oversize equipment.

22. **Section 4.4.1.1 States that all vehicles must be licensed to the Vendor and marked with the company name at all times. If all vehicles must be licensed to the Vendor and marked by that company does this mean that the City will no longer accept sub contractors to assist in the performance of this contract?**

Answer: Sub-Contractors may be used in addition to the base vehicles according to the terms in section 4.4.6.

23. **Section 4.4.1.4 States that prior to award the City shall inspect all vehicles proposed for this contract to ensure that they meet the requirements of this contract. Has the city adopted the policy of inspecting all equipment relating to performance of such contracts, in all City and public service contracts?**

Answer: Inspections are completed for various projects on a regular basis when deemed necessary to ensure contract compliance.

24. **Section 4.4.1.4 States as above mentioned. In order for the City to be able to inspect the towing units prior to awarding of this contract, the Vendor would have to currently own or have the means to purchase with no guaranteed use for these units, all the units in advance of awarding the contract. Is this correct and can you explain the reason for this?**

Answer: The City invests money and time into the award of a contract. It is in the best interest of the City to ensure that all requirements, including but not limited to, experience, financial capacity and organizational structure, have been met prior to the awarding of a new contract. If a Vendor isn't in compliance with the specifications and contract terms prior to award, what guarantee is there that they will ever be compliant?

25. **Section 4.4.1.3 States that all vehicles required for the performance of this contract must meet the requirements listed above at time of bid. In order to properly equip the trucks the contractor would first need to have the trucks, then equip them and relatively have them ready for inspection prior to even submitting their bid. Is this correct and can you explain the reason for this?**

Answer: See Answer in 24.

26. **Section 4.4.1.3 and Section 4.4.1.4 Stating as above mentioned in questions 22 and 24. Does the City intend to exclude any smaller companies, which may not currently have the need to purchase this many tow vehicles, without having the volume within which to use them, and if not then please explain why these stipulations have been placed and upon what grounds?**

Answer: Based on experience using this contract for a number of years, the City has determined what the needs are for the number of tow vehicles. No company is excluded if they meet the requirements as listed.

27. **Section 2.7 States that the City is considering an option to allow the Vendor to only serve the City and other government entities. If the City is interested in requiring a Vendor to only service government agencies of which it approves, should this not be decided prior to bid requests and please explain why this would be necessary for the City?**

Answer: Discussions have been held with City Departments regarding this option since the first bid was rejected. Due to the uncertainty of the cost of such option, it is not the only option available on this bid.

28. **Section 2.7 States as above mentioned. If a bidder were to agree in the bid process that they would be willing to provide exclusive service to the City and other government agencies would that be a determining factor for the City?**

Answer: The City-Only option will be considered in the award process.

29. **Section 2.7 States as above mentioned. If a bidder were to agree in the bid process that they would be willing to provide exclusive service to the City and other government agencies would that be looked at more favorably than another bidder who bid the exact same price on all accounts?**

Answer: The City-Only option will be considered in the award process.

30. **Section 2.7 States as above mentioned. If a bidder were to not agree in the bid process that they would be willing to provide exclusive service to the City and other government agencies would that be a detrimental factor for that bidders' consideration?**

Answer: The City-Only option will be considered in the award process.

31. **Section 2.7 States as above mentioned. How does the City plan to evaluate the answers provided in this section as bidders have no way to be compared and what process will be followed to evaluate?**

Answer: If a Vendor completes the Attribute as it is written there will be an evaluation factor.

32. **Section 2.7 States as above mentioned. Does the City wish to exclude larger more established companies which would be forced to give up all other business which they are currently doing in order to be considered for this contract and is the City planning to guarantee gross revenue if this is a requirement of this contract?**

Answer: The City is not excluding anyone in its request for bids. There is no guarantee of any revenue.

33. **Sections 2.7, 4.4.1.3 and 4.4.1.4 Seem to imply that the City is looking to exclude smaller companies which may not currently have the required equipment but would be able to obtain it prior to contract commencement, and larger more established companies which would currently have large customer bases. Is this correct and could you comment and or explain why these stipulations are now in this new release of this bid?**

Answer: The City is not excluding any bidders. Discussions have been held with City Departments regarding this option since the first bid was rejected.

34. **In this newest release of this bid there have been changes to the price of the rent for the City owned property, there has been a change to the number of tow units needed, there has been the addition of willingness to be exclusively city oriented and the need to have the equipment prior to bidding has been added. Is there a reason for these changes? Please itemize and address each listed change and reference whom was conferred with by the purchasing dept for the record.**

Answer: Based on the comments and response on the initial bid these changes were made to clarify our intent to all bidders. In addition, the City Departments involved in the use of this service (LPD and Parking) took the opportunity to explore other options for the supply of the service.

35. According to the supplied information and using the current rate this contract would project to generate:

**Annual Sales**

2600-City Ordered Tows = \$128,778.00  
13-City Ordered Oversize = \$1,625.00  
142-Free City Tows = -\$7,033.26  
10 - Free City Oversized Tows = -\$1,250.00  
1657 - Accident Tows = \$99,105.17  
6450 - Days of Storage/ City Ordered = \$45,150.00  
5117 - Days of Storage/ Accidents = \$40,936.00

**Total Annual Gross - \$307,310.91**

**Annual**

City Lot Rent - \$72,000.00  
Wages for Employees @ 25% - \$76,827.73  
*You could maybe pay 2 employees with this amount!*  
Payments on 9 trucks @ \$1000/truck/month - \$108,000.00  
*This is figured no interest with a cost of \$30,000 per used truck*  
*A new truck will cost approximately \$85,000!*  
Insurance - \$20,000.00  
Fuel - \$60,000.00  
Maintenance @ 10% - \$30,731.00  
*These are just a few small numbers for discussion sake.*

**Total Annual Cost -\$367,558.73**

**Total Loss = \$60,247.82**

36. Does the City want a company to bid on a contract which using the numbers from the previous contract, would show a complete loss or would they prefer transparency to allow a qualified bidder to submit an educated bid?

Answer: The City will evaluate each bid with the numbers provided by each company.

37. Should there be line item areas to put pricing for owner requested and accident tow fees?

Answer: No, they are included in City-Ordered tows.

38. Should there be line item areas to put storage for owner requested and accident towed vehicles?

Answer: No, they are included in City-Ordered tows

39. Is there a difference between owner requested tows and accident tows?

Answer: This question is too vague to answer.

- 40. Is it correct that this new contract does not allow the Vendor to charge for winching of a City owned vehicle licensed under 4 tons?**

Answer: Yes

- 41. Please define “requests made by the City on behalf of the owner tows”.**

Answer: See Section 3.2. When an Officer asks an accident victim if they want to use the City Towing Contractor and the victim accepts the offer, a City-Ordered tow has been placed and the rates are as listed in the awarded proposal.

- 42. Please define “accident tow”**

Answer: See Section 2.1. When an Officer asks an accident victim if they want to use the City Towing Contractor and the victim accepts the offer, a City-Ordered tow has been placed and the rates are as listed in the awarded proposal.

- 43. Please define “Mechanical Service”**

Answer: See Section 3.6.9.

- 44. Does “Mechanical Service” also include preservation of the vehicle to prevent further damage from the elements?**

Answer: No

- 45. Please define “City Ordered Tow”.**

Answer: See Section 2.1.

- 46. Please define “Accident Cleanup”.**

Answer: See Section 4.4.4

- 47. Please define “Contract Award”.**

Answer: Contract Award is an electronic notification issued by the City/County Purchasing Department.

- 48. Is “Contract Award” at moment of email notification of unsuccessful/successful bid or is it after City Council Approval?**

Answer: See #47.

- 49. Please define lobbying.**

Answer: This is not a question.

50. **Please explain what planning procedure was followed during requirement and design of contract.**

Answer: Standard City of Lincoln Purchasing procedures.

51. **Please list any and all towing representatives that were consulted with to help determine the City's needs prior to release of this bid.**

Answer: The relevant City Departments provided the information for this bid.

52. **Please identify where in the Bid Specification, Instructions to Bidders or any other documents in this bid which shows an appeals process or discussion process that is available to unsuccessful bidders.**

Answer: A copy of the City Protest Policy will be attached to the Bid Attachment section of the ebid.

53. **Could you please tell us what the most vehicles towed in one day under this contract according to the Lincoln Police Dept. was in 2011?**

Answer: No

54. **Could you please verify the following information:  
This contract is estimated at 4,257 tows for 2012?  
This contract is estimated at 11,567 total days storage for 2012?  
The City is requiring 9 trucks to perform an estimated 4,257 tows for 2012?  
The City is completely unbiased and wishes only to get the best quality and yet most affordable contractor to fulfill this role for citizens and patrons of the City of Lincoln?**

Answer: See Specifications for quantities of tows, storage and number of trucks.  
Yes

55. **The bid requirement states that the Vendor is required to supply 9 trucks to handle an estimated 4,257 tows is this correct?**

Answer: See the Specifications for the number of trucks and the tow estimates.

56. **Does the City realize that even working on a 260 day calendar year that is less than 2 tows per day per truck?**

Answer: Ok.

57. **Can a larger company which may own or have interest in another smaller company, bid this contract under another name in an attempt to secure this contract under that company while still keeping its larger base of business?**

Answer: The intent of this question is unclear.

**58. Please define "execution of this contract" as used in section 1.6.1**

Answer: Contract signed by all parties.

**59. In the bid specification Section 1.4 it states that Vendor must indicate any and all contracts it has with other companies or agencies in Lincoln for towing and/or storage service. But in the Bid attributes it does not differentiate between Lincoln and other areas. Do we need to include all or only contracts that affect the Lincoln area?**

Answer: All contracts.

**60. Why does this Contract require 9 trucks to service a 75.4 sq. mile area, with 258,379 people and performing 4257 tows, when the City of Omaha with 118.9 sq miles, 408,958 people with 1.2 million in surrounding areas and requiring 9656 tows only requires 6 trucks of this size? These figures are derived from the 2010 census and from the City of Omaha's Towing Contract that is currently in effect.**

Answer: Because the departments have determined their needs based on previous experience.

**61. Please clarify the statement in section 1.2.1 which states the award will be made to one company.**

Answer: Only one company will receive a contract for the services described in these specifications.

**62. Can we substitute 5 flatbed trucks and 4 regular tow trucks for the requirement of 8 power-equipped tow trucks and one flat bed truck?**

Answer: No. You shall have 8 power-equipped tow trucks and one flat bed.

**63. Clarification: Section 1.2.7 should read as follows:  
The number of City-Ordered accident tows requested in 2011 is 1,657.**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla  
Assistant Purchasing Agent

# **ADDENDUM #3**

**Issue Date:01/16/12**

## **SPECIFICATION NO.12-006**

**FOR**

### **VEHICLE TOWING AND STORAGE SERVICES**

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**PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.**

- 1. In the Bid Spec's it states that the vehicles must be licensed. If a vehicle is leased it may be licensed to the leasing co. Is this still acceptable or will it invalidate a Vendors bid?**

Answer: Section 4.4.1.1 states that the vehicle must be licensed to the Vendor and marked with the company name at all times.

- 2. Will the city as an alternative to having all 8 small trucks purchased will they accept a letter of credit from a financial institution which indicates ability and financial backing to purchase any additional required tow units?**

Answer: No. This would not meet the requirements of the Specifications.

**End of Addendum**

# **ADDENDUM #4**

**Issue Date: 03/05/12**

## **SPECIFICATION NO.12-006**

**FOR**

### **VEHICLE TOWING AND STORAGE SERVICES**

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Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. **Section 4.4.1.3 of the Specifications has been revised. Specification 4.4 is hereby amended to require a minimum of six (6) vehicles licensed at the time of bid closing, and proof of the ability to have nine vehicles licensed at the time a contract is signed.**
2. **The Vendor shall provide a computerized Towing and Tow Lot Management computer system which will report and secure payment of fees in addition to providing reports to City departments as listed in Section 5 (Record Keeping) of the Specifications. Vendor shall indicate the type of system in their bid response. Any format providing the information required in section 5 should be acceptable. The system provided does not have to communicate with any City system. System proposed is subject to review by the City Departments to determine if the system will perform as required. Sample reports may be requested of the Vendor prior to award being made.**
3. **This document was previously released on Monday, March 5. Due to a computer server error it is being issued again on March 7.**

**End of Addendum**