Amendment to Agreement for Annual Requirements of Vehicle Washes and Related Services Quote No. 4083

(Price Change)

This Amendment is hereby entered into on this 27th day of December, 2012, by and between **Randolph Carwash, Inc., 2021 N Street, Lincoln, NE 68510** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **September 17, 2012**, under Resolution No. **A- 86997,** (the "Contract"), for **the Annual Requirements of Vehicle Washes and Related Services, Quote No. 4083**, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the agreement with a pricing change for Lincoln Police Cruisers as per Attachment A, effective upon execution of this amendment through March 31, 2013; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-86997, and stated herein the parties agree as follows:

1) The Agreement shall include price changes as per Attachment A, effective upon execution of this amendment through March 31, 2013.
2) All other terms of the Contract, 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 27th day
of December 2012

Chief of Police

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

Dated 12/14/12

Company Name: (PLEASE PRINT)	RANDOLPH CARWASH
By: (PLEASE PRINT)	TOM NEBELSICK
By: (PLEASE SIGN)	Tom Nebelsick
Title:	Owner
Company Address: (PLEASE PRINT)	2021 N ST, LINCOLN, NE 68510
Company Phone & Fax: (PLEASE PRINT)	402-474-7722, 402-474-7380
E-Mail Address: (PLEASE PRINT)	RANDOLPHCARWASH@EMAIL.COM

Attachment A

RANDOLPH CAR WASH
www.randolphcarwash.com

"You just expect a Randolph Carwash"

2021 N Street, Lincoln, NE 68510-1033
Phone 402-474-7722 Fax 402-474-7380
randolphcarwash@gmail.com

November 29, 2012

Beth Kohl:
LPD Police Garage
635 J St
Lincoln, NE 68508

Thanks for taking the time to visit with me today. Even though you had an appointment to get to, you took time to answer my questions.

I am writing to tell you I have decided to discount the price I bid on the City contract by $1.00. I bid $5.99 for the wash price and will temporarily discount that to $4.99 to make it more attractive for you to give us a shot at your business. This would involve vehicles that bill to the Police Garage only.

I would appreciate you informing all the precincts you deal with of my decision. I am hopeful our close proximity and slightly lower cost would make it hard to justify driving to facilities that are farther away.

If there are other issues preventing you from using our facility I would really appreciate the opportunity to resolve them as quickly as possible.

Respectfully,

Tom Nebelsick

Tom Nebelsick
Randolph Carwash

A-86997 L-12-0476

RECEIVED
AUG 13 2012
LANCASTER COUNTY
CLERK

Base & Delux

CONTRACT DOCUMENTS

CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA

Annual Requirements Vehicle Washes
and Related Services
Quote No. 4083

Randolph Carwash, Inc.
2021 N. Street
Lincoln, NE 68510
402-474-7722

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2012, by and between **Randolph Carwash, 2021 N. Street, Lincoln, NE 68510** , hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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 the **Annual Requirements Vehicle Washes and Related Services, Quote No. 4083** and,

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

WHEREAS, the Owners, 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 Owners have 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

   Agreement to Line Items #1 and 2

2. The Owners agree 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 provided by the Owners:

   Owners 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. Owners shall order on an as needed basis for the duration of the contract.

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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term with the option to renew for one (1) additional four (4) year period.

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Response
   3. Instructions to Bidders
   4. Insurance Requirements
   5. Specifications

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 Owners 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 Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Resolution No. A-86997

dated 9-17-12

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

dated

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Jadine Nebelsick (SEAL)
Secretary

RANDOLPH CARWASH, INC
Name of Corporation

2021 N ST LINCOLN, NE 68510
(Address)

By: Tom Nebelsick
Duly Authorized Official

PRESIDENT
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

RANDOLPH CARWASH
Name of Organization

AUTOMATIC CARWASH + DETAIL
Type of Organization

2021 N ST, LINCOLN, NE 68510
(Address)

By: TOM NEBELSICK
Member

By:
Member

IF AN INDIVIDUAL:

TOM NEBELSICK
Name

2021 N ST LINCOLN, NE 68510
Address

Tom Nebelsick
Signature

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

Bid Information

Bid Creator	Robert Walla Asst. Purchasing Agent
Email	rwalla@lincoln.ne.gov
Phone	1 (402) 441-8309
Fax	1 (402) 441-6513
Bid Number	4083
Title	Vehicle Washes & Related Services
Bid Type	Quote
Issue Date	06/28/2012
Close Date	7/13/2012 11:00:00 AM CST
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Robert Walla - Asst. Purchasing Agent
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-8309
Fax	1 (402) 441-6513
Email	rwalla@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Randolph Carwash, Inc.
Address	2021 N Street Lincoln, NE 68510-1033
Contact	Tom Nebelsick
Department	
Building	
Floor/Room	
Telephone	1 (402) 474-7722
Fax	1 (402) 474-7380
Email	randolphcarwash@gmail.com
Submitted	7/11/2012 10:35:19 PM CST
Total	$13.98

Signature _____

Supplier Notes

Bid Notes

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Electronic Signature	Please check here for your electronic signature.	Yes
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
5	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
6	Contact	Name of person submitting this bid:	Tom Nebelsick
7	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) yes, b)no
8	Vendor References	I have attached two references as requested in the Specifications. They are either located in this section or the Response Attachment section of my ebid response.	OMALINK PO Box 80425 Lincoln, NE 68501-045 402-475-5465 Chris Stokes Transport Plus PO Box 85026 Lincoln, NE 68501 Vicki Harding 402-730-7303 NEBCO. Inc. 6300 Cornhusker Hwy Lincoln, NE 68529 Ed Burchess 402-434-1212 Safelite 2911 O St Lincoln, NE 68510 Justin Smith 402-421-2259
9	Brush or Touchless Wash	Indicate the type of wash your facility provides: Touchless or Brush	Brush (friction)
10	Related Services	Please provide a list and pricing of other services offered that would be available to the City and County under the terms of this contract. You may type this information on company letterhead and attach to the Response Attachment section of your ebid response due to limited space in this section.	Detail services as per website (www.randolphcarwash.com) at 10% discount.

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Base Level Exterior Wash BID PER WASH ONLY!	$5.99
	Item Notes:			
	Supplier Notes:			
2	1	EA	Deluxe Level Exterior Wash BID PER WASH ONLY!	$7.99
	Item Notes:			
	Supplier Notes:			
3	1	EA	Special Hand Wash Exterior Wash BID PER WASH ONLY!	No Bid
	Item Notes:			
	Supplier Notes:			
4	1	EA	Automatic Wand-Type Hand Wash BID PER WASH ONLY! <B> INDICATE THE AMOUNT OF TIME PER TOKEN/WASH IN THE SUPPLIER NOTES!	No Bid
	Item Notes:			
	Supplier Notes:			
5	1	EA	Interior Cleaning BID PER VEHICLE ONLY!	No Bid
	Item Notes:			
	Supplier Notes: Interior cleaning available at 10% off regular published prices. Prices subject to change.			
			Response Total:	$13.98

SPECIFICATIONS
VEHICLE WASHES & RELATED SERVICES

1. **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

1.1 It is the intent of this specification to describe the minimum acceptable requirements for vehicle washes and related services for vehicles owned by the City of Lincoln and Lancaster County, here in after referred to as Owners.

1.1.1 The total cost for vehicle wash services and related services in the last twelve months was $10,800.00.

1.1.1.1 This amount is listed as a guide for previous use for this type of service and does not guarantee any specific minimum quantities to Vendors during the term of this agreement.

1.2 Vendor shall submit bid documents and all supporting material via e-bid.

1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.

1.4 This contract is to be used for City and County owned vehicles only and shall never be used for personal vehicles owned by employees of the Owners.

1.5 Due to the various locations of City/County owned vehicles, the Owners shall award a contract or contracts based on the location and/or the number of facilities where wash services are offered by the Vendor.

1.6 Vendor staff shall make note if a vehicle is cleaned more than once per day or appears to be an employee owned vehicle.

1.7 Every City/County employee bringing a vehicle in for service shall sign a log or have the appropriate access code (or other approved method established by the vendor) and submit any other required information (such as City or County ID, Badge number, etc.) to document the service.

2. **VENDOR REQUIREMENTS**

2.1 Vendor's facility shall be open for business seven (7) days a week, with at least 6 of those days from the hours of 9:00 a.m. through 5:00 p.m.

2.2 Vendor must have a system in place where each vehicle cleaned shall be recorded on a log and attached to the monthly statement detailing the service requested, vehicle number, date, time, agency/department (i.e., police, sheriff, animal control, public works, etc.), and contract price.

2.2.1 Failure to send monthly statements as required may result in termination of contract prior to contract expiration.

2.3 Vendor shall guarantee that damage will not occur to any vehicle as a result of the service being provided.

2.3.1 Special care shall be taken to ensure no damage is done to emergency lighting systems, antennas, exterior racks or any other equipment attached to the vehicle.

2.4 Vendor must supply sufficient insurance coverage as outlined in the City/County Insurance Requirements.

2.4.1 Vendor must further submit a Certificate of Insurance specifically listing the City of Lincoln and Lancaster County as Additional Insured.

2.5 All Wash and Cleaning functions performed by the Vendor shall be complete within 30 minutes of time the vehicle enters the parking lot.

2.6 Vehicles that are washed using the Base Level, Deluxe Level and Hand Wash Level shall be clean, dry and free of major spots.

3. **WASH REQUIREMENTS**

3.1 **Base Level Exterior Wash - MINIMUM REQUIREMENT**

3.1.1 Standard base level exterior car wash with exterior soap/rinse, spot free rinse and air/towel dry.

3.1.2 Vendor guarantees this wash will remove road grime, dust and light coat of dirt from all surfaces.

3.1.3 This service may be done by a touchless wash or brush wash.

3.2 **Deluxe Level Exterior Wash - MINIMUM REQUIREMENT**

3.2.1 Deluxe level exterior car wash with undercarriage wash, exterior soap/rinse, spot free rinse, spray wax and air/towel dry.

3.2.2 Vendor guarantees this wash will remove wet mud, dried and caked mud, heavy road grime and thick dust from all surfaces.

3.2.3 This service may be done by a touchless wash or brush wash.

3.3 **Special Hand Wash - MINIMUM REQUIREMENT**

3.3.1 Available for special service vans, large vehicles and any other vehicle which will not fit through standard car wash due to size restrictions.

3.3.2 Hand washing shall be done with standard soap and wet cloth to remove stains, dirt, mud, and debris.

3.3.3 Vendor shall offer this service Monday -Friday, 8:00am - 4:00pm on normal working days.

3.4 **Automatic Wash (24 Hour - Wand-Type Hand Wash) - MINIMUM REQUIREMENT**

3.4.1 Wand-Type hand-held enclosed wash bay with basic options for soap, rinse and wax, no air dry.

3.4.2 Code or coupon number authorization must allow operation of wash without the need for currency exchange.

3.4.2.1 Coupons could be purchased in advance using a City/County/PBC PO or similar accounting practice that follows City/County/PBC codes and statutes.

3.4.2.2 A different code for each department or vehicle to track the account is required.

4. **INTERIOR CLEANING - MINIMUM REQUIREMENT**

4.1 Vendor shall vacuum floors, seats and under seats to remove loose sand, dirt and debris.

4.2 Vendor shall clean all windows, inside and outside, with Vendor's choice of window cleaner.

4.3 Vendor shall clean plexiglass front/back seat divider with window cleaner and wipe down back seat with a cleaning solution.

4.3.1 Back seat will either be vinyl or molded fiberglass.

4.4 Vendor shall clean front and rear seats (cloth or vinyl) with an appropriate cleaning solution to remove all spots, stains and dirt.

5. **REFERENCES**

5.1 Each vendor shall provide at least two (2) references in the space provided in the Attribute section of the ebid or on a separate sheet of paper attached to the Response Attachments section of the ebid.

5.1.1 Vendor shall include the organization name, address, contact name and phone number for companies or organizations which vendor currently does business with in a manner comparable to these specifications.

6. TERMINATION

6.1 The Owners may terminate the contract with the Vendor for the following reasons:

6.1.1 Refusal or failure to supply enough properly skilled workers or proper equipment to satisfactorily provide for the complete needs of the Owners as requested.

6.1.2 Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.

6.1.3 Otherwise commits a substantial breach of any provision of the Contract Document.

6.1.4 *By mutual agreement both parties of the contract agreement,* upon receipt and acceptance of a written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

6.1.5 Upon such termination, the obligation of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Vendor assumed prior to the date of termination.