

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR TOWING SERVICES**  
**FOR THE SHERIFF'S OFFICE**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for towing services have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

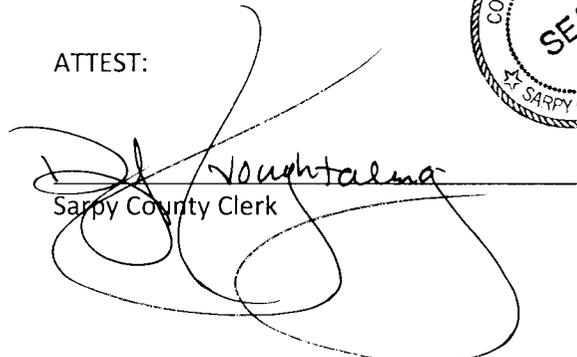
NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The bids of B&B Garage & Towing and Quality Auto Repair and Towing for Towing Services for the services identified within the request for proposals is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 29<sup>th</sup> day of July, 2014.

  
 Sarpy County Board Chairman

ATTEST:

  
 Sarpy County Clerk



# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE SUITE 1220  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Senior Buyer/Contract Administrator  
(402) 593-4476

## MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bids for Towing Services

On July 3, 2014 three (3) bids were received for Towing Services from Ely's Towing, Quality Towing, and B&B Towing. The intent of the RFP was not only to remain compliant with State Statutes but also to open up the towing contract to other interested companies. However, after reviewing the references, background and Better Business Bureau rating for the companies it is recommended the Towing Services agreement be awarded to B&B Towing and Quality Towing. The selection of tow companies will continue to be chosen by geographical location of the vehicle in need of towing services.

July 16, 2014

  
Beth Garber

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Capt. John Kucer  
Sgt. Joe Eaton

COMPANY NAME: B & B TOWING

**Sarpy County, Nebraska  
Towing Services  
Bid Form**

**Company Information**

Years in business: 50

# of employees: 2

Total sales last 3 years:  
\$ 146,592.00  
\$ 144,000.00  
\$ 166,508.00

Address of Main Location: 205 So 4<sup>th</sup>  
SPRINGFIELD NE  
68059

Number of Contracts with other Entities: 0

List Entities: \_\_\_\_\_  
\_\_\_\_\_

**References**

Company Name: COPPLE CHEVROLET  
Address: 306 MAIN ST LOUISVILLE NE 68037  
Contact Name: BOB COPPLE Phone Number: 402 234 2000  
Email: \_\_\_\_\_

Company Name: GREYNA AUTO  
Address: 11704 5216<sup>th</sup> GREYNA 68028  
Contact Name: WALT SHERRY Phone Number: 402 332 3980  
Email: \_\_\_\_\_

Company Name: WAGNER AUTO  
Address: 202 58 HUSKER DR GREYNA 68028  
Contact Name: STEVE WAGNER Phone Number: 402 332 5570  
Email: \_\_\_\_\_

**Towing Capacity**

Number of Tow Trucks:

2

Year/Make/Model of Trucks:  
(Attach additional pages  
if necessary)

2004 INTERNATIONAL  
4300 FLAT BED  
1997 FORD F350  
WENCH TRUCK WHEEL  
LIFT

Ability to Tow:

- Semi-Tractor Trailers
- Trucks
- SUVs
- Cars
- ATVs
- Boats
- Other

- Yes/No

Describe: MOTORCYCLES

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 \_\_\_\_\_  
Addendum #2 \_\_\_\_\_

BTB GARAGE + TOWING  
Company Name

RICK BOSKIRK  
Company Representative (Please print)

Rick Boskirk  
Authorized Signature

902 753-2934 + 677-4800  
Telephone Number

205 So 1<sup>st</sup> ST. PO Box 71  
Address

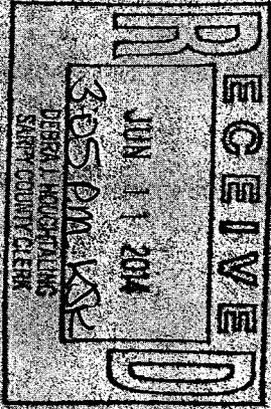
\_\_\_\_\_  
Fax Number

SPRINGFIELD NE 68039  
City, State & Zip

TRACYANDALLISON@MSN.COM  
E-Mail Address

**\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**





Sealed Bid

2014

LOWING

BID

FROM

B & B

GARAGE

& TOWING

## AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and B&B Garage & Towing, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Towing Services for the Sheriff's Office; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

### I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Towing Services in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
- 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sheriff's Office  
8335 Platteview Road  
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

## II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

## III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

## IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive Suite 1250  
Papillion, NE 68046

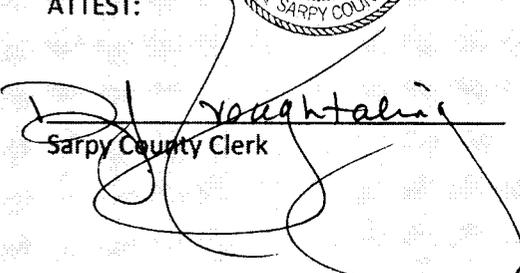
Vendor: Rick Buskirk  
B&B Garage & Towing  
205 S. 1<sup>st</sup> Street, PO Box 71  
Springfield, NE 68059

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 29<sup>th</sup> day of July, 2014.

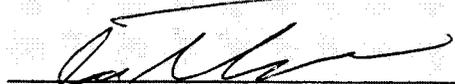
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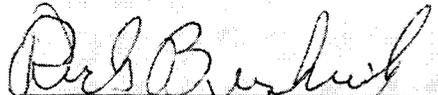
ATTEST:

  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

  
Chairperson  
Sarpy County Board of Commissioners

Vendor: B&B Garage & Towing

By:   
\_\_\_\_\_

Title: Owner  
\_\_\_\_\_

COMPANY NAME: Quality Auto Repair and Towing

Sarpy County, Nebraska

Towing Services

Bid Form

**Company Information**

Years in business: 45 yrs. (since 1969)

# of employees: 4 full time and 3 part-time

Total sales last 3 years: \$ 975,000 (2011)

\$ 989,150 (2012)

\$ 969,270 (2013)

Address of Main Location: 206 E Cary St

Papillion, Nebraska 68046

402-339-1069 / 402-306-2498 / 402-306-2507

Number of Contracts with other

Entities: 2 ea

List Entities: Papillion Police Dept

Lavista Police Dept

**References**

Company Name: H&H Chervrolet

Address: 4645 S84th St Omaha, Ne.

Contact Name: Brent Pearson Phone Number: 402-339-2222

Email: \_\_\_\_\_

Company Name: Performance Chrysler

Address: 7010 S 124<sup>th</sup> Circle Bellevue, Ne.

Contact Name: Brandon Johnson Phone Number: 402-934-2886

Email: \_\_\_\_\_

Company Name: Papillion Tire

Address: 1221 Royal Dr Papillion, Ne

Contact Name: Doug Speth Phone Number: 402-592-3434

Email: \_\_\_\_\_

Company Name: Omaha Truck Center

Address: 4522 S 108<sup>th</sup> St Omaha, Nebraska

Contact Name: Brian, Tom, Corey Phone Number: 402-592-0440

Email: \_\_\_\_\_

**Towing Capacity**

Number of Tow Trucks: 6ea

Year/Make/Model of Trucks: 1999 Ford F550 Wrecker

(Attach additional pages 2002 Ford F550 Rollback

If necessary) 2012 Freightliner Rollback

2014 Kenworth Rollback

2012 Freightliner Wrecker

2006 Ford F450 Wrecker

**Ability to Tow:**

Semi-Tractor Trailers Yes/No

Trucks  Yes/No

SUVs  Yes/No

Cars  Yes/No

ATVs  Yes/No

Boats  Yes/No

Other  Yes  No

Describe: \_\_\_\_\_

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 \_\_\_\_\_

Addendum #2 \_\_\_\_\_

Quality Auto repair And Towing

Bradley Gerdes President

Company Name Company

Representative (Please print)

Bradley Gerdes

402-339-1069

Authorized Signature

Telephone Number

206 E Cary St

402-537-9817

Address

Fax Number

Papillion, Ne. 68046

qualitytow@cox.net

City, State & Zip

E-Mail Address

\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.

## AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Quality Auto Repair & Towing, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Towing Services for the Sheriff's Office; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

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documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

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- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

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Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

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Clerk of Sarpy County  
1210 Golden Gate Drive Suite 1250  
Papillion, NE 68046

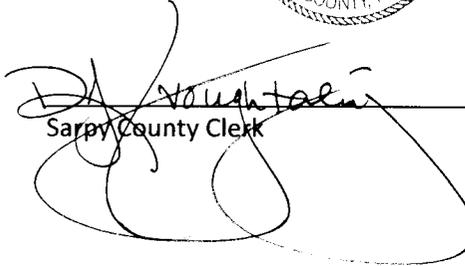
Vendor: Bradley Gerdes  
Quality Auto Repair & Towing  
206 E Cary Street  
Papillion, NE 68046

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 29<sup>th</sup> day of July, 2014.

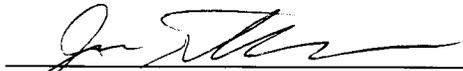
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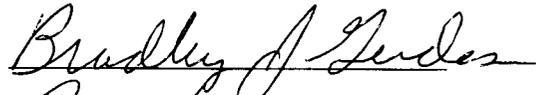
ATTEST:

  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

  
Chairperson  
Sarpy County Board of Commissioners

Vendor: Quality Auto Repair & Towing

By:   
Title: 

# **SARPY COUNTY, NEBRASKA**

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## **REQUEST FOR PROPOSALS**

### **Towing Services For the Sheriff's Office**

**PROPOSALS DUE:  
2:00 p.m., Thursday, , July 3, 2014**

## General Information

### Notice to Vendors

Sarpy County is seeking proposals for Towing Services for the Sheriff's Office. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of three (3) years commencing August 1, 2014 until July 31, 2017 with two (2), three (3) year options.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, , July 3, 2014. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Towing Services" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

**Requests for information and clarification questions must be received by 12:00 p.m., June 19, 2014 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.**

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at [www.sarpy.com](http://www.sarpy.com).

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling  
Sarpy County Clerk's Office  
1210 Golden Gate Drive Suite 1250  
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Executive Meeting Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, , July 3, 2014.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

### **Procedures for Evaluation and Awarding of Bid**

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Sheriff's Office. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site [www.sarpy.com](http://www.sarpy.com). The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

- a) Compliance with all requirements.
- b) Price.
- c) The ability, capability, and skills of the Vendor to perform.
- d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
- e) The quality of previous performance.
- f) Whether the Vendor can perform within the time specified.
- g) The previous and existing compliance of the supplier with laws.
- h) The life-cost of the personal property or services in relation to the purchase price and specified use.
- i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
- j) The energy efficiency ratio as stated by the supplier.
- k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
- l) Such other information as may be secured having a bearing on the decision.

### **Terms and Conditions**

#### **1. Information, Discussion, and Disclosures**

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive Suite 1220, Papillion, NE 68046 or [bgarber@sarpy.com](mailto:bgarber@sarpy.com). **Requests must be received by 12:00 p.m., June 19, 2014 in order for**

**Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

## **2. Addenda**

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

## **3. Confidentiality of Documents**

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public upon request.

## **4. Non-Discrimination Clause**

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 2009), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2010), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

## **5. Conflict of Interest Clause**

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 2012), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review

or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

## **6. Payment Terms**

The Vendor shall submit an invoice directly to the Sarpy County Tow Lot for the tow in of any vehicle in accordance with the Schedule of Rates provided herein. Sarpy County will compare the invoice to the record of the Tow Lot before any payment is made. Any disputed fees will not be paid until a settlement has been reached. Sarpy County will make payment to the Successful Vendor within thirty (30) days after receipt of an invoice on any undisputed fees.

## **7. Supplemental Terms and Conditions/Modifications**

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

## **8. Term**

The Contract will be for a three (3) year period commencing on August 1, 2014 until July 31, 2017 with two (2), three (3) year options. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

## **9. Renewal**

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

## **10. Termination**

Either party may terminate the Contract with ninety (90) days' written notice to the other.

## **11. Residency Verification**

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

- a) If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- b) The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

## **12. Breach**

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

## **13. Insurance Requirements**

**The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.**

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

### Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

### Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

### Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

### Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

### Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

#### **14. Assignment**

The Vendor may not assign this Contract without the prior written consent of the County.

#### **15. Subcontracting**

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

#### **16. Independent Contractor**

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

#### **17. Indemnity**

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

#### **18. Deviations**

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

#### **19. Exceptions**

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

#### **20. Company Information**

Vendor will provide the following company information on the bid form:

- a. Years in business;
- b. Number of employees; and,
- c. Total sales for last three (3) years.

## **21. References**

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

## **Technical Specifications**

### **1. General Requirements**

Sarpy County is seeking towing services from an established towing company for tows ordered by the Sarpy County Sheriff's Office and will encompass towing of automobiles, trucks, buses and like vehicles from County streets, roads, public and private property within Sarpy County. Vendor shall have operations or drivers on duty for calls from the County twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. Vendor shall provide the County with at least two (2) contact phone numbers to ensure accessibility. Operating under uniform wrecker operations, the Vendor shall also, at all times, operate within the framework of all ordinances, statutes and laws whether local, state or federal. The Vendor will be, by virtue of this Contract, authorized to tow ordered vehicles to the County authorized impound lot.

### **2. Intent**

It is the intent of this Contract to award to two (2) primary tow companies with one (1) alternate company should the primary companies be unable to perform in accordance to protocol. The County does not guarantee any number of tows per company.

### **3. Background Checks**

Vendor, all Vendor employees and any approved subcontractors that will be involved in the performance of this Agreement will undergo a criminal history check, Association Verification and driving record check, must be insured, and must maintain a valid state driver's license for the state driver resides in. Sarpy County reserves the right to reject any employee from working under this contract; however the following restrictions generally apply:

1. Driving Record
  - a. Criminal conviction for Driving Under the Influence of Alcoholic Liquor or Drugs within the previous two (2) years.
  - b. Criminal conviction for Driving Under License suspension or License Revocation within the previous two (2) years.
  - c. Criminal conviction from Motor Vehicle Homicide – no expiration.
2. Criminal History
  - a. Criminal conviction for any Felony – no expiration.
  - b. Criminal conviction for any Theft – no expiration.
  - c. Criminal conviction for any Fraud – no expiration.
  - d. Criminal conviction for violation of any law covering moral turpitude – no expiration.

e. Criminal conviction for any Drug Violation, misdemeanor or infraction within five (5) years.

3. Associations

a. With any known person convicted of a Felony Criminal Offense – no expiration.

Before any service can be performed under this Agreement the Vendor must submit a current list identifying any and all employees, with their driver's license numbers, that will be directly involved with this Agreement. This Agreement shall be kept current with the Sheriff's Office with any changes reported immediately to the Sheriff's Office.

4. Fees

The County will pay the Vendor as defined within the payment section within this proposal. No fee shall be charged unless the vehicle ordered towed is connected to the tow truck and raised from the ground. There shall be no change in the fees or the cost of services at the renewal periods unless and until approved by the County Board in writing.

Sarpy County Approved Fee Schedule:

Basic Hookup Fee	\$75.00
Mileage	\$2.00 (hook-up location to Sarpy County Tow Lot)
Winching/Labor Fee	\$100/hour prorated per quarter hour, with a maximum charge of \$100 per vehicle.
Tarping	\$15.00 as required by the Sheriff's Office

5. Vehicle Requirements

The Vendor shall furnish, on call, a tow truck of size and character adequate to insure the safe and expeditious removal of vehicles including cars, trucks, SUVs, ATVs, motorcycles, tractor trailers and boats. It shall be the responsibility of the towing Vendor to determine the appropriate wrecker to be sent on any call. County staff requesting the service will describe the circumstances of the situation in sufficient detail to allow the Vendor to respond appropriately.

All tow trucks shall be equipped with a pan or scoop shovel; broom and receptacle for debris; a dry powder fire extinguisher; a container filled with oil absorbent; and an empty container for debris. The contractor agrees to remove from the street all parts, glass, metal, dirt and debris and to spread oil absorbent for all oil, gasoline or grease spots that are on the streets at the scene of an accident or collision from which, under this Agreement, Vendor has been directed to remove vehicle(s).

6. Response Time Requirements

The Vendor shall have operators or drivers on duty and subject to call twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. The Vendor may opt to pass on a call. Response time for the arrival on the scene by the tow truck shall not exceed thirty (30) minutes from the time the call for service is made by Sarpy County. In the event the

Vendor determines from the circumstances of the call for service that a larger than normal tow truck is required, an additional ten (10) minutes will be allowed to respond. In the event the response time exceeds the said time limits, the County reserves the right to call an alternate towing company. The County will not pay for fees to the Vendor that failed to respond and resulted in the calling of an additional Vendor.

## **7. Tow Lot**

Vendor will be issued a key card to the County owned tow lot that should be used to access the facility after hours. The Vendor is responsible for any damage caused by the Vendor or Vendor employees to any property at or within the Tow Lot.

The Tow Lot will be open from 8:30 a.m. until 4:30p.m. Monday through Friday and 9:00 a.m. until 12: 00 p.m. Saturday, except holidays and is located at 14242 South 156<sup>th</sup> Street, Springfield, NE. The Vendor will be required to tow the vehicles to the tow lot, unlock the gate and deposit the vehicle without the assistance of the County. All vents and windows need to be closed if the vehicle is stored outside. There is a limited amount of storage inside and it will be reserved for vehicles determined by the Sarpy County Sheriff's Department. The Sheriff's Department will also determine if vehicles will need to be tarped.

**EXCEPTIONS/CLARIFICATIONS/COMMENTS**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

**COMPANY NAME:** Quality Auto Repair and Towing

**Sarpy County, Nebraska**

**Towing Services**

**Bid Form**

**Company Information**

Years in business: 45 yrs. (since 1969)

# of employees: 4 full time and 3 part-time

Total sales last 3 years: \$ 975,000 (2011)

\$ 989,150 (2012)

\$ 969,270 (2013)

Address of Main Location: 206 E Cary St

Papillion, Nebraska 68046

402-339-1069 / 402-306-2498 /402-306-2507

Number of Contracts with other

Entities: 2 ea

List Entities: Papillion Police Dept

Lavista Police Dept

**References**

Company Name: H&H Chervrolet

Address: 4645 S84th St Omaha, Ne.

Contact Name: Brent Pearson Phone Number: 402-339-2222

Email: \_\_\_\_\_

Company Name: Performance Chrysler

Address: 7010 S 124<sup>th</sup> Circle Bellevue, Ne.

Contact Name: Brandon Johnson Phone Number: 402-934-2886

Email: \_\_\_\_\_

Company Name:     **Papillion Tire**    

Address:     **1221 Royal Dr**                            **Papillion, Ne**    

Contact Name:     **Doug Speth**     Phone Number:     **402-592-3434**    

Email: \_\_\_\_\_

Company Name:     **Omaha Truck Center**    

Address:     **4522 S 108<sup>th</sup> St**                            **Omaha, Nebraska**    

Contact Name:     **Brian, Tom, Corey**     Phone Number:     **402-592=0440**    

Email: \_\_\_\_\_

Towing Capacity

Number of Tow Trucks:     **6ea**    

Year/Make/Model of Trucks:     **1999 Ford F550 Wrecker**    

(Attach additional pages     **2002 Ford F550 Rollback**    

If necessary)     **2012 Freightliner Rollback**    

    **2014 Kenworth Rollback**    

    **2012 Freightliner Wrecker**    

    **2006 Ford F450 Wrecker**    

Ability to Tow:

Semi-Tractor Trailers Yes/No

Trucks Yes/No

SUVs Yes/No

Cars Yes/No

ATVs Yes/No

Boats Yes/No

Other Yes/No

Describe: \_\_\_\_\_

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 \_\_\_\_\_

Addendum #2 \_\_\_\_\_

**Quality Auto Repair And Towing** \_\_\_\_\_

**Bradley Gerdes, President** \_\_\_\_\_

Company Name Company

Representative (Please print)

*Bradley Gerdes* \_\_\_\_\_

**402-339-1069** \_\_\_\_\_

Authorized Signature

Telephone Number

**206 E Cary St** \_\_\_\_\_

**402-537-9817** \_\_\_\_\_

Address

Fax Number

**Papillion, Ne. 68046** \_\_\_\_\_

**qualitytow@cox.net** \_\_\_\_\_

City, State & Zip

E-Mail Address

\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.

**Exhibit "A"**

**AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Quality Auto Repair and Towing, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Towing Services for the Sheriff's Office; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

**I. DUTIES OF VENDOR**

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Towing Services in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal

immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sheriff's Office  
8335 Platteview Road  
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County

shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

## II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

## III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

## IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid. V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and

Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive Suite 1250  
Papillion, NE 68046

Vendor: Quality Auto Repair And Towing  
206 E Cary St  
Papillion, Nebraska 68046  
402-339-1069

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2013.

COUNTY OF SARPY, NEBRASKA,

A body Politic and Corporate

(Seal)

ATTEST:

\_\_\_\_\_  
Sarpy County

\_\_\_\_\_  
Clerk Chairperson  
Sarpy County Board of Commissioners

Approved as to form and content:

\_\_\_\_\_  
Deputy County Attorney

Vendor: Quality Auto Repair and Towing

By: Brod Gessels

Title: President

Attest: Dale Pennington DALE C PENNINGTON

ARTHUR DEER Houghtaling

SARREY COUNTY Clerk Office

P.O. Gordon Gary Deane Smith 1250  
Knoxton, AL 36006

SEALED BID For

TOWING

SARREY COUNTY

