



# REPORT TO COUNCIL

## City of Sacramento

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915 I Street, Sacramento, CA 95814-2604  
www.CityofSacramento.org

Consent  
September 4, 2007

Honorable Mayor and  
Members of the City Council

**Title:** Contract: Evidence Impound Vehicle Storage Services

**Location/Council District:** Citywide

**Recommendation:** Adopt a **Resolution** (1) authorizing the City Manager to execute a contract with Capitol City Automotive, Inc., for evidence impound vehicle storage services for one-year with up to four (4) one-year renewal options not to exceed \$67,500 each year for the first two years and not to exceed a total of \$358,035 for the potential contract term of five years; and (2) requiring the Sacramento Police Department to report back to Council on amounts expended during the first two years of the contract and projected use increases which may affect contract amounts during the remaining year(s) of the contract, and limiting authority for exercise of the renewal options for contract years three, four, and five.

**Contact:** Mike McCarthy, Captain, 808-0701, Bill Beermann, Lieutenant, 808-0714

**Presenters:** Mike McCarthy, Captain, 808-0701, Bill Beermann, Lieutenant, 808-0714

**Department:** Police

**Division:** Metro

**Organization No:** 2166

### **Description/Analysis**

**Issue:** The Police Department entered into a contract with Capitol City Automotive, Inc., on September 8, 2005 (City Manager Agreement No. 2005-0882), to provide evidence impound vehicle storage services. The agreement was a one-year agreement with three (3), one-year options to renew. The City exercised the first option in September 2006. Per City Council's direction in June 2007, the other two remaining options were not exercised. Instead staff was directed to issue an invitation for bids on a new contract.

**Policy Considerations:** The recommendation is consistent with established police procedures for storing and processing impounded vehicles in accordance with the provisions of Sacramento Police Department General Order 536.02.

**Environmental Considerations:** This activity is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines, and is otherwise exempt pursuant to Sections 15321(b) (law enforcement activities) and 15061(b)(3) (no significant effect on the environment) of the CEQA Guidelines.

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** In support of the Police Department's requirement to have a secure facility to accommodate crime scene vehicles and maintain the chain of custody of all evidence, in July 2007 the Police Department, in conjunction with Procurement Services, issued an Invitation for Bid No. B081181003 for Evidence Impound Vehicle Storage Services. A total of 3 bids were received. Of the 3 bids received, Capitol City Automotive, Inc. was the lowest responsive and responsible bidder (please see Attachment 2). The other two bidders were considered non-responsive due to their lack of compliance in regard to facility requirements. Additionally, the lowest bidder did not meet experience standards required for law enforcement towing.

On August 28, 2007, a new contract was presented to Council. Staff was directed to reevaluate the contract specifications and report back on September 4, 2007. After necessary analysis, staff has determined the best way to address Council's concerns, while maintaining economic viability, is to proceed forward with a five-year contract term, remove use increase amounts (projected at twenty-nine percent), and revise the resolution to require staff to report back to Council and obtain approval before exercising renewal options in contract years three, four, and five.

**Financial Considerations:** Sufficient funds are available in the Police Department's operating budget for these services.

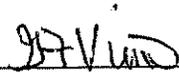
**Emerging Small Business Development (ESBD):** Capitol City Automotive, Inc. is a Small Business Enterprise (SBE), Certification Number CAC-6075000A.

Respectfully Submitted by:   
Christopher Stewart  
Procurement Services Manager

Respectfully Submitted by:   
Mike McCarthy  
Police Captain

Approved by:   
Albert Najera  
Chief of Police

Recommendation Approved:

  
Ray Kerridge  
City Manager

Ref: COP 8-37

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**Attachment 1****Background**

The Evidence Impound Storage Services Contract is the result of the Police Department's dedication to the preservation of evidence pertinent to solving crimes occurring in the City of Sacramento. This contract was competitively bid in accordance with City policy and the lowest responsive and responsible bidder was selected. This contract allows the Department to secure the lowest possible storage and tow costs for these services from the most qualified bidder. The other two bidders were considered non-responsive due to their lack of compliance in regard to facility requirements. Additionally, the lowest bidder did not meet experience standards required for law enforcement towing.

Capitol City Automotive, Inc. has conducted evidence impound towing for the Sacramento Police Department since September 1997. All contracts were granted after competitive bidding was complete and the lowest bidder was selected. These types of tows and storage costs are difficult to project with any definite certainty. A simple increase in the number of tows does not necessarily mean the costs will increase over the previous years; likewise, a decrease in the number of tow does not guarantee lower costs. Some vehicles are held in evidence impound for months while others are processed and released out within days of being impounded.

**Evidence Impound Vehicle Storage Services Bid Evaluation**

Cheaper Towing

A1 Towing

Capitol City Automotive

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Ext</u>	<u>Unit</u>	<u>Ext</u>	<u>Unit</u>	<u>Ext</u>
01-Vehicle Storage	3918	12.50	48,975.00	15.00	58,770.00	10.00	39,180.00
02-Tows	390	38.00	14,820.00	60.00	23,400.00	30.00	11,700.00
03-Addl Standby Time	120	14.25	1,710.00	15.00	1,800.00	10.00	1,200.00
04-Per Mile Charge	678	2.50	1,695.00	2.50	1,695.00	1.00	678.00
05-Winching	5	45.00	225.00	60.00	300.00	40.00	200.00
Subtotal (taxable items)			67,425.00		85,965.00		52,958.00
City 1% Tax Pref.		Yes	(674.25)	Yes	(859.65)	Yes	(529.58)
ESBE Pref. - 5%		Yes	(3,371.25)	No	0.00	No	0.00
Prompt Pay Pref.		N-30	0.00	N-30	0.00	2%-3days	0.00
<b>Bid Evaluation Total</b>			<b>63,379.50</b>		<b>85,105.35</b>		<b>52,428.42</b>

**Contract Base and Maximum Estimated Variant**

	<b>Base Amount</b>	<b>Cola* (5% Max)</b>	<b>Total</b>
<b>Year 1</b>	\$67,425		\$67,425
<b>Year 2</b>	\$67,425		\$67,425
<b>Year 3</b>	\$67,425	\$3,371	\$70,796
<b>Year 4</b>	\$70,796	\$3,540	\$74,336
<b>Year 5</b>	\$74,336	\$3,717	\$78,053

<b>Compounded 5 Year Estimate</b>
\$67,425
\$134,850
\$205,646 **
\$279,982 **
\$358,035 **

**5 Year Estimated Expense: \$358,035**

\* Cost Of Living Adjustment

\*\* Representative of years 3, 4, 5, requiring mandated report back to Council before any option renewals

**RESOLUTION NO.**

Adopted by the Sacramento City Council

**APPROVING A CONTRACT FOR EVIDENCE  
IMPOUND VEHICLE STORAGE SERVICES**

**BACKGROUND**

- A. The Police Department must ensure the secure and safe storage of all vehicles that contain evidence as part of a crime. This contract is a necessary means to maintain the chain of custody on all evidence recovered from the vehicles in question.
- B. Procurement Services issued an Invitation for Bid No. B081181003 for Evidence Impound Vehicle Storage Services. A total of 3 bids were received. Capitol City Automotive, Inc. was the lowest responsive and responsible bidder.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL  
RESOLVES AS FOLLOWS:**

- Section 1. The City Manager, or a designated representative, has the authority to execute a contract with Capitol City Automotive, Inc. for evidence impound vehicle storage services for one (1) year with up to four (4) one-year renewal options, not to exceed \$67,500 each year for the first two years and not to exceed a total of \$358,035 for the total potential contract term of five (5) years.
- Section 2. Prior to contract years three, four, and five, the Sacramento Police Department shall report back to Council on amounts expended during the first two years of the contract and projected use increases which may affect contract amounts during the remaining year(s) of the contract. The City Manager, or designated representative, shall not exercise the renewal option for contract years three, four and five without further City Council approval.