

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
CITY OF LINCOLN TOWING AND STORAGE SERVICES
BID NO. 11-176**

**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 _____ 2011, by and between **Capital Towing, Inc., 101 Charleston Street, 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 **Annual Requirements for Towing and Storage Services, Bid No. 11-176** 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 and highest yearly lease payment 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 revenue to be paid to the City and 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 Contractor agrees to pay to the City for the use of space at the City Tow Lot while the City and General Public will pay for performance of the Work embraced in this Contract, the City and 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 following 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 \$72,250.00 per year, payable in equal quarterly payments of \$18,062.50 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 with the option to renew for one (1) additional four (4) year term.

8. The Contract Documents comprise the Contract, and consist of the following:
1. Instructions to Bidders
 2. Vendor Response Pages
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Addendum 1
 7. Addendum 2
 8. Addendum 3
 9. Attachment A

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.

Any charges resulting from the towing of vehicles for the City of Lincoln Water System are taxable.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

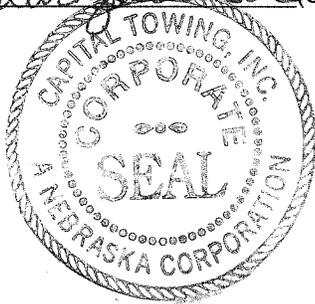
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Schwartztrauber (SEAL)
Secretary



Capital Towing, Inc
Name of Corporation

101 Charleston St. Lincoln, NE
(Address)

By: *Schwartztrauber*
Duly Authorized Official

Treasurer
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information

Bid Creator Robert Walla Asst.
Purchasing Agent
Email rwalla@lincoln.ne.gov
Phone 1 (402) 441-8309
Fax 1 (402) 441-6513
Bid Number 11-176 Addendum 3
Title City of Lincoln Towing and
Storage Services
Bid Type Bid
Issue Date 07/22/2011
Close Date 8/12/2011 12:00:00 PM CST
Need by Date

Contact Information

Address Purchasing
440 S. 8th St.
Lincoln, NE 68516
Contact Robert Walla Asst.
Purchasing Agent
Purchasing
Department
Building
Suite 200
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 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 8/12/2011 12:42:04 AM CST
Total \$391,076.24

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	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
3	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
4	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
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Specifications	I acknowledge reading and understanding the specifications.	Yes
7	Electronic Signature	Please check here for your electronic signature.	Yes
8	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Contact	Name of person submitting this bid:	Sara Schwartztrauber
11	Bid Bond Submission - City(Revised 8/8/11)	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.
12	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 charge for storage of ANY City owned vehicle.	Yes
13	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 \$66,000.00 per year.	\$72,250.00
14	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
15	Page 2 - Attributes	Please note that there is a page 2 of Attributes that you must complete as part of your bid.	Yes
16	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

17	Current Contract List	I have submitted a copy of all contracts that my company currently has with other government or private entities which have a value of over \$25,000.00 per year. Such copies are on company letterhead and attached to the Response Attachment section of my ebid response.	Yes
18	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
19	Written Outline of Company Methods	I have submitted a written outline of my company methods of operation and how my company proposes to fulfill the requirements of this contract. Outline is typed on company letterhead and attached to the Response Attachment section of my ebid response.	Yes
20	License and Permit	I have attached a copy of my company "For Hire License" and Special Waste Permit" to the Response Attachment section of my ebid response.	Yes
21	Computerized Management System	Does your company currently have a Computerized Management System for the tracking of tows and storage as well as managing funds from collection of Parking Ticket Fees? YES or NO? If YES, what is the name and version of the system.	Microsoft Works, and Quick Books
22	Sub-Contractors	Will your company Sub-Contract with other Tow Service Providers to meet the requirements of this contract? YES or NO If YES, List the names and addresses of the companies.	Yes, Genes towing 5101 west A Lincoln NE
23	Photos and List of Equipment	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 my ebid response.	Yes
24	Proposed Impound Administration Fee	In the event the City Council approves the addition of a Towing Administration Fee will you charge an additional fee for the collection and submission of the fee to the City? YES or NO If YES, List the exact amount of the additional fee which will be added to the tow fee in your bid Line Items if approved by Council. If NO, Indicate so by typing "NO ADDITIONAL CHARGE"	Yes, the discount for the use of credit cards chgd to us
25	References	I have attached my References to the Response Attachment section of this bid.	Yes

Line Items

#	Qty	UOM	Description	Response
1	2,600	EA	Towing Service - Passenger Cars, Small Trucks, Trailers ONLY BID PER TOW PRICE!	\$56.08
Item Notes: Small trucks are defined as being licensed four (4) tons or smaller.				
Supplier Notes:				
2	1	Ea	Towing Service - Straight Trucks ONLY BID PER TOW PRICE!	\$120.00
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: All oversized towing is on a per/hour basis, which is the standard commercial rate.				
3	1	Ea	Towing Service - Semi-Tractor (w/o trailer) ONLY BID PER TOW PRICE!	\$135.00
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: All oversized towing is on a per/hour basis, which is the standard commercial rate.				
4	1	EA	Towing Service - Semi-Trailer or House Trailer ONLY BID PER TOW PRICE!	\$135.00
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: All oversized towing is on a per/hour basis, which is the standard commercial rate.				
5	1	EA	Towing Service - Motorized Recreational Vehicle ONLY BID PER TOW PRICE!	\$120.00
Item Notes: The definition of a Recreational Vehicle is a motorized wheeled vehicle used for camping or living quarters.				
Supplier Notes: All oversized towing is on a per/hour basis, which is the standard commercial rate.				
6	1	EA	Towing Service - Bus ONLY BID PER TOW PRICE!	\$135.00
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: All oversized towing is on a per/hour basis, which is the standard commercial rate.				

7	1	EA	Towing Service - Motorcycles ONLY BID PER TOW PRICE!	\$56.08
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Item Notes: Includes all vehicles capable of being licensed as a motorcycle.

Supplier Notes:

8	1	Ea	Towing Service - Snowmobiles, Boats on Trailers and other vehicles under 4 tons, not listed on other line items. ONLY BID PER TOW SERVICE!	\$56.08
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Item Notes:

Supplier Notes:

9	1	EA	Snow Removal Fee ONLY BID PER OCCURRENCE!	\$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 remove snow from around a vehicle in order to safely perform a tow service and not cause damage to the vehicle.
 Snow removal fee must be approved by the Lincoln Police Department.
 Invoices must specify this fee and the name of the LPD Officer approving the fee.

Supplier Notes:

10	1	EA	Accident Cleanup Fee ONLY BID PER OCCURRENCE!	\$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 clean up an accident site as required in the Specifications.
 Invoices must specify this fee and the name of the LPD Officer approving the fee.

Supplier Notes:

11	1	HR	Mechanical Service Fee 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 alter a vehicle in order to perform a tow service and not cause damage to the vehicle.
 Invoices must specify this fee if required
 Time starts after Vendor arrives on scene.

Supplier Notes:

12	1	Each	Winch Service Fee - Vehicles UNDER 4 Tons ONLY BID PER OCCURRENCE!	\$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.
 Invoices must specify this fee if required

Supplier Notes:

13	1	Each	Winch Service Fee - Vehicles OVER 4 Tons ONLY BID PER OCCURANCE!	No Bid
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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.

Invoices must specify this fee if required

Supplier Notes: Included in hourly tow charge.

14	1	EA	Bicycle Transport and Storage Fee ONLY BID PER BICYCLE!	\$15.00
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Item Notes:

Supplier Notes:

15	24,031	Day	Storage Service - Pasenger Cars, Small Trucks, Trailers ONLY BID PER DAY!	\$10.00
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Item Notes: Small trucks are defined as being licensed four (4) tons or smaller.

Supplier Notes:

16	50	Day	Storage Service - Snowmobiles, Boats on Trailers and other vehicles under 4 tons, not listed on other line items. ONLY BID PER DAY!	\$10.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

17	50	Day	Storage Service - Motorcycles ONLY BID PER DAY!	\$10.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

18	30	Day	Storage Service - Straight Trucks ONLY BID PER DAY!	\$20.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

19	30	Day	Storage Service - Semi-Tractor w/o Trailer ONLY BID PER DAY!	\$30.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

20	30	Day	Storage Service - Semi Trailer or House Trailer ONLY BID PER DAY!	\$30.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

21	30	Day	Storage Service - Motorized Recreational Vehicle ONLY BID PER DAY!	\$20.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

22	1	Day	Storage Service - Bus ONLY BID PER DAY!	\$30.00
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Item Notes: STORAGE SERVICE FEES SHALL NOT BE CHARGED UNTIL 24 HOURS AFTER TOWING OF SUCH VEHICLE.

Supplier Notes:

23	1	EA	Fee for Vehicle Attached to Vendor Tow Vehicle (BUT NOT TOWED) GIVE FEE PER OCCURANCE ONLY!	\$56.08
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Item Notes:

Supplier Notes:

Response Total:	\$391,076.24
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CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676

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**CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676**

**ANSWERS TO SPECIFICATIONS FOR TOW-IN SERVICES AND STORAGE
OF TOWED VEHICLES AND BICYCLES.**

1. GENERAL NOTICE

1.1 Capital Towing understands that 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.

1.2 Capital Towing (hereafter referred to as "we") understands that the City is requesting pricing for City ordered tows, as well as requests made by the City on behalf of the owner tows and storage of vehicles.

1.2. We understand that there will be only one award therefore Vendors must bid all packages.

1.2.2 We understand this contract also includes the towing of City owned vehicles.

1.2.2.1 We understand that there will be no charge at any time for the towing of any City owned vehicles, within the guidelines of addendum 1,2 and 3.

1.2.3 We understand that the number of tows per year is estimated at 2,800 based on the first six months of 2011.

1.2.3.1 We understand that the City does not guarantee any number of tows or storage days as part of the awarded contract.

1.3 We understand that the successful vendor will be required to store towed items at the City's impound lot.

1.3.1 We understand that the City's impound lot is located at 101 Charleston, just west of Haymarket Park. We have worked out of this lot for the past 10 years and we understand the time and expense that is required to maintain this lot in a standard which is acceptable to the City of Lincoln. We have purchased all of the equipment which is required to keep the lot in a usable condition regardless of the adverse condition of the property.

1.3.2 We understand that the successful vendor will be required to enter into a contract for the lease of the City's impound lot at the rate of at least \$66,000 per year.

Capital Towing has been leasing this property for the past 16 years and has proven to the City that it is a financially responsible company, able to pay the lease in a timely manner.

1.3.2.1 We understand that the vendor shall propose their lease rate in the Attribute section of their ebid response.

1.3.2.2 We understand that the lease shall be paid in quarterly installments by the last day of each quarter.

1.3.2.3 We understand that the contract will include 350 stalls for the exclusive use of City ordered tows. Having worked this contract for 16 years, we are also aware that there are times when the City will exceed the need for 350 stalls and we have never, nor will we ever limit the City to the use of 350 stalls. We will always be prepared to make as many stalls as necessary available for the use of the City.

1.3.2.4 We understand that the remaining stalls are available for use by the Vendor, again, however, we will make as many stalls as needed available to the City at all times.

1.3.2.5 We understand that the Vendor will be provided sufficient space for an office to conduct business.

1.3.2.6 We understand that it is the Vendors responsibility to provide office furniture and equipment. Having worked this contract for 16 years we have furnished our offices with the required furniture, equipment, and supplies necessary to carry out this contract at the highest level. We have installed 40" monitors for the security system to better monitor the security of the property. We have installed an electric gate, again to protect the security of each vehicle. We have made numerous upgrades to the equipment and security at our expense. When we entered the property the first night that we took it over, we were a bit surprised to see absolutely no furniture, counters. The building was being built as we were moving in, and we were unprepared to walk into an office with nothing in it, except a phone sitting on the floor. Everything that is in our office was provided at the expense of this company except one phone from the Lincoln Police Department, and a radio which is connected to the PSO officers.

1.3.3 We have installed and maintained the electronic gate at the entrance to the impound lot.

1.3.4 We believe that we have the equipment and have strived to maintain the impound lot in a manner acceptable to the City. We have purchased a road grater,(pic), a gator for spraying weeds (pic), snow plow (pic), snow blowers (pic) etc to maintain the property under extremely adverse conditions.

1.3.5 We have paid for all maintenance, upkeep and utility costs for the impound lot.

1.4 Capital Towing does not, and will not hold any contracts with any other agencies for similar type service with the exception of the University of Nebraska, which "piggy backs" on the City towing contract.

1.4.1 We cannot attach the contract from the University as I believe they have not yet made the decision if they will be piggy-backing on this contract. At this point we do not have a contract with the University or any other agency for similar type service. Our current contract with University of Nebraska ends on October 31, 2011, before this contract will start.

1.4.2 We understand that this information will be used to determine if the Vendor can meet City requirements. I believe that over the past 16 years Capital Towing, has not only met but exceeded the City's every requirement.

1.5 Please see enclosed written outline of how Capital Towing proposes to fulfill this contract.

1.5.1 Our outline is attached to the Response Attachment section of our e-bid response.

1.6 Because Capital Towing is the current contractor, there will be no need to coordinate with an incoming vendor should we be awarded the contract.

1.7 We have received the overhead photos of the City's impound lot and storage building.

1.8 Capital Towing has erected a sign outside the storage lot at the corner of the entryway and Charleston indicating the City's impound lot.

1.8.1 I believe the sign which we installed was approved by the city prior to installation.

1.9 We understand that the city will allow the Vendor the opportunity to increase their tow prices if the cost of fuel exceeds \$1.25 above the Average Monthly Retail On-Highway Diesel/Gas Fuel Price for Lincoln, Nebraska as listed on the date the contract is awarded. At this time we have no plans to do so, as we attempt to place a bid which will cover these costs through the period of the contract. If the fuel price escalates as it has in the past year, however, it may become necessary as no one could have predicted the steep rise in fuel cost.

1.9.1 We understand the 30 day prior notice to the City Purchasing Department, which is to include the exact amount that will be charged per tow.

1.9.2 We understand the rise of the towing cost is not automatic and that it will be up to the Purchasing Dept to grant the increase, or to terminate the contract and re-bid it.

1.9.3 We understand that only the tow service is eligible for an increase due to fuel cost.

1.10 It is understood that the vendor will not be allowed to charge any other fees or charges other than those listed in the line items section of the ebid.

2. SCOPE OF WORK

2.1 We understand the work covered under the specifications of this contract. Again, I believe that our work over the past 16 years speaks for itself.

2.1.1 We understand that the contract includes removal of junk vehicles from private property for which authorization by the owners has been obtained.

2.1.2 We understand that dealing with bicycles and parts are a part of this contract.

2.3 We will be able to demonstrate the ability to meet each section of the specifications to the satisfaction of the City, on the date their bid is submitted to the City.

2.4 Capital Towing has a valid "Special Waste Permit" and has held a current one for the entire length of our contracts with the City of Lincoln. There is currently no "For Hire License" required in the City of Lincoln. We also agree that we will comply with all current regulations per section (4) of the specifications, and have complied with all such regulations for the previous two terms of our contract.

2.4.1 We have attached a copy of our current "Special Waste Permit" see attachment (), to the Response Attachment section of our e-bid response.

2.5 We have been collecting parking ticket money for the City of Lincoln for most of the two terms of our contract. We have a system in place for collecting these monies and transferring them to the City.

2.5.1 We have a computerized system which is more than able to handle this requirement. We have been using this system for at least 10 years and it works very well. We have verbal approval from Republic Parking as well as from the Lincoln Police Department. We did request written confirmation, but did not receive by the time we submitted our bid.

2.6 We understand that the University of Nebraska is considering a piggyback contract for the services listed in this specification.

2.6.1 We understand that the University may order approximately 350 vehicles towed per year.

2.6.2 We understand that even though the University may piggyback on this contract, that they are indeed two separate contracts and that the City is not responsible for any University ordered tows or storage fees generated by those tows.

3. GENERAL CONDITIONS

3.1 We are aware that these specifications relate to the towing of automobiles, trucks, buses, and like vehicles from the public streets and other property within the City of Lincoln.

3.1.1 We understand that this contract includes the towing of vehicles owned by the City of Lincoln.

3.2 We understand that officials of the City will be ordering vehicles towed.

3.2.1 Capital Towing has always sent to the scene only the number of trucks required to perform the job at hand. We have never and will never send more than the number of trucks required just to extort monies from vehicle owners. We do understand that in the event that more than one truck is required at a scene to properly and safely do the job a detailed explanation of why more than one truck was at the scene and was used at the scene must be included on the invoice.

3.2.1.1 We understand that if an additional truck is required and used at the scene, it will be charged at the same rate as the first truck.

3.2.1.2 We understand that if more than one truck is required and used at the scene, a law enforcement officer must sign the invoice verifying that more than one truck was required and used at the scene.

3.2.2 Capital Towing has been processing vehicles involved in an accident which for one reason or another were not claimed by the owner or an insurance company, for title for the entire 16 years that we have carried the City of Lincoln towing contract. We have been involved in the changing of State law regarding abandoned vehicles, at the legislative level for several years. Capital Towing, on several occasions was the only Lincoln towing company which attended the committee hearings on these laws, and testified as to how the changes would affect the towing industry as a whole. I believe that several times in the past years when laws have been changed at State level, we were the only company that was aware of the change in the abandoned vehicle laws and we immediately implemented the change. This is not an easy process, and is extremely time consuming, We have outlined this procedure in our methods of operation statement.

3.3 We have always processed vehicles within the limits of all laws and legal process.

3.4 We understand that by virtue of this contract, Capital is authorized to tow ordered vehicles to the City's impound lot. We also understand, that if at the scene of an accident, the vehicle owner requests the vehicle towed to another locations, and there is no police "hold" on the vehicle, that the vehicle must be towed to that location and not towed to the impound lot for the sole purpose of gaining a storage fee.

3.5 We understand that Capital is responsible for the storage of such vehicles and have a system in place for the collection of all fees for storage and towing. Capital has worked extensively to offer vehicles owners alternate solutions for the payment of tow and storage fees in the event they cannot be paid in one payment.

3.6 Capital has in place a system which has been approved by the City to secure the payment of fees when the vehicle is not towed to the impound lot, but released to the owner at the scene. This is called a "ROS" or "Release on Scene", and it is not an unusual circumstance.

3.7 We are submitting our bid for the cost of tow and storage of vehicles as listed:

3.7.1 The amount which owners will pay this company should the vehicle be attached to the tow vehicle, as defined by Nebraska State law, not towed from the scene but released to the owner. It will be required that this amount be paid at the scene by an approved method of payment.

3.7.2 The amount charged for the tow and storage of passenger cars, small trucks (licensed 4 ton and under) and trailers (other than semi-trailers and house trailers).

3.7.3 The amount of tow and storage to be charged for straight trucks which are licensed over 4 ton.

3.7.4 The price for towing over-sized vehicles will be submitted with this company using a sub-contractor, Gene's Tire and Towing, prices will be submitted for the following types of vehicles:

3.7.4.1 Semi-tractor

3.7.4.2 Semi-trailer or house trailer

3.7.4.3 Self-propelled campers or mobile homes.

3.7.4.4 Buses

3.7.5 A bid will be submitted for the tow and storage of motorcycles which will be defined as vehicles capable of being licensed as a motorcycle. Capital Towing has gone to considerable expense, in excess of \$12,000, putting into service the only service truck in Lincoln Nebraska with state-of-the-art motorcycle towing equipment.

3.7.6 We will also submit a bid for the tow and storage of other vehicles, to include but not limited to, snowmobiles, boats on trailers, etc.

3.7.7 We understand that the structuring of the bid for position winching has been changed in this bid from previous bids. Whenever position winching is necessary now, a per-occurrence fee will be charged instead of a per hour fee.

3.7.8 We understand that a line-item bid amount has been added to this contract for whenever a vehicle has been ordered towed by a representative of the City and snow must be removed from around the vehicle to avoid damage to the vehicle, a per occurrence rate, not an hourly rate, shall be charged.

3.7.9 This company understands that whenever mechanical work is required so that the vehicle can be safely towed without causing further damage to the vehicle a per hour rate will be charged. This rate is listed on our submitted bid sheet.

3.7.10 It is understood that a line item has been added to the bid attributes for this contract for the amount which will be charged by Capital Towing for clean-up at accident scenes.

3.7.8 We understand that as in previous contracts all storage begins 24 hours after tow. We use an electronic time card machine to clock invoices in and out so that there can be no question as to when a vehicle arrived at the lot, and when it left.

3.7.8.1 We understand that a representative of the LPD will make a decision on a case by case basis determining if a vehicle which has been held by order of the LPD for evidence will be charged a storage fee. This determination will be based on State law.

3.7.8.2 It is understood that no vehicle owned by the City of Lincoln will be charged a storage charge.

3.7.8.3 We understand that LPS has the right to store any type of equipment at the lot at no charge.

3.7.9 We understand that storage rates for passenger cars and trucks weighing four (4) ton or less shall be bid on a per-occurrence rate. Capital Towing has always charged on a 24 clock basis for storage. While some companies charge storage at midnight every night, we have chosen to do it on a 24 hour basis.

3.7.10 We understand that storage rates for straight trucks weighing over four (4) tons shall be charged on a per-occurrence rate.

3.7.11 We understand that semi-trailers and other oversized vehicles shall be winched and towed on a per-occurrence rate.

3.7.11.1 We also understand that storage rates for semi-trailers trucks and other oversized vehicles shall be on a per-occurrence rate.

3.7.12 While we understand that storage on semi-trailers and other oversized vehicles may be at a place other than the City's impound lot, we have always stored all vehicles ordered towed by LPD at the impound lot and will continue to do so. We feel first of all, it is the most secure lot in town as far as evidence is concerned due to not only the security system, but the fact that we have personnel on property 24 hours per day and plan on continuing to do so.

3.7.12.1 While we understand that any other property on which we would store oversized vehicles must be pre-approved, we will store all vehicles at the impound yard.

3.7.13 We understand that all storage is bid on a per-occurrence rate including snowmobiles, boats on trailers, motorcycles, etc.

3.7.14 We understand that no storage is to be charged when a vehicle is not towed to the impound yard and placed in either the inside or outside storage area.

3.8 We understand that as a company we have the right to legally collect tow and storage fees on claimed vehicles that the fees are not immediately paid. However, because Nebraska State law gives towing companies first lien on vehicles for the tow and storage charges, we do not release vehicles to owners without prepayment. We will at times release a vehicle involved in an accident to a commercial repair facility that we have a pre-approved charge account with. The total invoice price is then placed on the account of the business and collected on a monthly basis.

3.9 We understand that the City is not responsible for any tow or storage fees that are not collected by this company, and as such have never tried to hold the City liable for any of the afore mentioned fees.

3.10 It is understood that the City may convey the title to this company of any abandoned vehicle ordered towed, that does not have current license plates on it, and is deemed, by the City or its representative to be worth \$100.00 or less.

3.10.1 Capital Towing understands that once a title for an abandoned vehicle has been transferred to us, the vehicle, even though still at the impound yard, will no longer count as one of the 350 stalls reserved for use by the City.

3.10.2 We understand that in the event that a title to an abandoned vehicle is transferred to this company by the City, that vehicle must be held a minimum of 5 days before the vehicle is disposed of unless the owner has provided the city with a written waiver.

3.11 We understand this specification.

3.12 We understand that the City reserves the right to transfer title to this company all abandoned vehicles, as well as, all wrecked, junked, partially dismantled vehicles, in which a release has been obtained from the owner or custodian.

3.13 We have been assisting the LPD for 16 years on auctions of unclaimed vehicles. These auctions are held at the City impound yard. The auctions are conducted by personnel of LPD or their designee.

3.14 We have been assisting LPD in the cleaning and preparation of vehicles for auction for the past 16 years. This company, along with LPD has a system of preparing the vehicles for auction which saves the LPD a substantial amount of time. After doing it for so many years, people learn to work together, to trust each other, and know what to expect of each other which greatly expedites the procedure.

3.14.1 We know that as soon as an auction list is prepared, it will be given to us by LPD at which time we move each vehicle to the front of the impound lot and place it in the normal auction area.

3.14.2 We have, from time to time, been asked to remove a vehicle from the auction area and move it back into the general storage area because it has been removed from the auction list for one reason or another. We have never attempted to charge the LPD for this additional tow, and we will never charge the LPD for this additional tow.

3.14.3 We will, if awarded this contract, continue to remove the license plates from vehicles being prepared for auction, and place the plates inside the vehicle.

3.14.4 We will also continue to provide a minimum of two (2) employees to assist in removing items from the vehicles under the direction of LPD property division.

3.14.5 Capital Towing employees will continue to assist in unlocking or removing locks to gain access to the interior and trunks of vehicles being prepared for auction.

3.14.6 We understand that all of the above auction duties will be performed by employees of Capital Towing at no charge to the City as we have been doing for the term of the past two contracts.

3.15 We understand that the City shall provide personnel to assist in inventory of vehicles to be sold at public auction.

3.16 We understand that the vendor will be paid accrued tow and storage fees on

vehicles which are sold at public auction.

3.16.1 As we have been working this contract for two terms, we understand that not all vehicles sold at the public auction sell for an amount that is sufficient to pay all of the accrued tow and storage. We are aware also that if a vehicle does not sell for the amount owed, the City is not responsible for the difference. It is understood that if any vehicle sells for an amount that is greater than the tow and storage fees, the difference will be returned to the City.

3.17 We understand that title will be provided to Capital Towing for any vehicle which is not sold during or at the public auction.

3.17.1 It is understood that once a title has been turned over to Capital for one of these vehicles, it will no longer be counted as one of the 350 stalls reserved for use by the City.

3.18 We at Capital Towing understand that the City reserves 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 Capital Towing does not own tow equipment large enough to tow a semi, or other oversized vehicles. We understand that because of this, it is our responsibility to call upon another wrecker service, which does have the proper equipment, and which will carry out the duties of this contract within the time frame of this contract. We have sub-contracted such tows with Gene's Tire and Towing for the past 14 years and we believe that the City has been satisfied with their service.

3.19.1 Gene's Tire and Towing has always charged prices for these services which are at the contract prices so that we are not in breach of the contract.

3.19.2 We have a system in place to collect the fees for the oversized tow and storage of those vehicles, and to pay those fees to Gene's Tire and Towing.

3.20 Capital Towing will strictly adhere to the towing and storage rates in accordance with the schedule of rates contained in the bid proposal, and to charge them directly to the owner or operator of the vehicle.

3.21 Capital Towing understands that the City will not prevent any owner from claiming their vehicle from the impound facility unless we have been specifically directed by the LPD or agents of the City to hold the vehicle.

3.22 We understand that the length of the contract shall be for four(4) years, with an option to renew for an additional four (4) year term with the mutual consent of both parties.

4. SPECIFIC REQUIREMENTS

4.1 Response Time

4.1.1 We understand that if the time comes when Capital Towing is unable to arrive at the scene, be it 20 minutes of the dispatch time by the City for a downtown tow, or 30 minutes of the dispatch time by the City, elsewhere in the City, it will be our responsibility to contact another tow company to carry out such duties within the time frame of the contract and to notify the police dispatcher who will provide the service.

4.1.1.1 All vehicles, regardless of who the wrecker company is that tows it, shall be towed to the city impound lot.

4.1.1.2 We will place a vehicle inventory number on the vehicle upon arrival at the lot. The number that we place on the vehicle corresponds to the number we issue the vehicle in the police inventory log.

4.1.1.2.1 We will only apply these numbers to vehicles which are ordered towed in. These vehicles always have a police property report with them.

4.1.1.3 Capital Towing has a system in place, and approved by the Parking Division to change vehicles towed by the Parking Division and unclaimed after 5 days to an LPD tow. We fill out a LPD property report, and assign the vehicle a LPD property number. Capital Towing was the vendor when the Parking Division was established and has worked closely with the Parking Division and the LPD to make this a smooth transition.

4.2 No Tow

4.2.1 We understand that no fee shall be charged unless the vehicle to be towed has been connected to the towing vehicle.

4.3 Secured Parking

4.3.1 Capital Towing has 350 stalls segregated for the exclusive use of the City. These stalls are within the fenced and secured area of the impound lot.

4.3.2 We, as the vendor, understand that we are directly responsible to see that any vehicle stored outside shall have all vents and windows closed.

4.3.2.1 In the event we are unable to close windows and or vents, Capital Towing has the use of tarps and a shrink-wrap type material which we use to protect the vehicle interior from the elements.

4.3.3 In the event that we are the successful bidder, and we fail to protect the vehicle as described in these requirements, we shall investigate, arbitrate and or adjust all losses and damage claims.

4.3.4 We understand that the secured inside storage space is for the exclusive use of vehicles towed at the request of LPD.

4.3.5 Because we have worked this contract for the past two terms, we are aware that there is sufficient indoor storage space for at least three (3) vehicles. However, in cases of emergency, we have purchased go-jacks in order to move vehicles around so that we can place 4 vehicles in the secure storage area.

4.3.5.1 We have kept this area free and clear for LPD's exclusive use. We have, along with the property division of the LPD, devised a system for keeping track of which officers enter and leave the secure parking portion of the building, and for what reason they entered the "cage", as the secure parking portion of the building is referred to.

4.4 Tow Equipment

4.4.1 Capital Towing owns and maintains in excess of the eight (8) power Winch equipped tow trucks required by this contract. All trucks are DOT inspected. Capital Towing employs a full-time ASE certified mechanic who's only responsibility is to maintain these trucks in a safe, working condition. All trucks are equipped with a state-of-the-art GPS system. This system not only allows us to send the truck to calls with the fastest response time possible, but provides an added measure of safety for the drivers, as the dispatch office is aware of their speed, and location at all times. Owners, Jim and Sara Receive text messages on their personal cell phones if the system senses a possible problem with the truck or the driver. Jim is a dealer of "tow-mate" light systems which is a state of the art auxiliary light which is required by Federal law on all vehicles being towed in anything other than an emergency situation.

4.4.1.1 We have attached pictures of all trucks along with a detailed list of all trucks, which will be used to fulfill the obligations of this contract, to the response attachment section of our ebid response.

4.4.1.1.1 Our detailed list will include the year, make and model of each truck.

4.4.2 All trucks shall be fully equipped as required to meet the obligations of the contract specifications.

4.4.3 All trucks shall be DOT certified.

4.4.4 We have been working accident scenes for the Lincoln Police

Department and it is a part of our training of new employees to teach them how to properly clean an accident scene, being especially careful to remove as much of the oil absorbent that the Fire Department spreads, along with as much glass as is possible to keep the streets of Lincoln as clean and safe as possible. We will meet or exceed all requirements set forth in the specification of the contract. This will all be done to meet Lincoln city ordinance 10.24.90.

4.4.4.1 We understand that should the city have to clean up an accident scene due to our failure to do so, the cost of the clean-up will be billed to our company and an additional \$100.00 fee will be assessed. Please be assured that the employees of Capital Towing are taught the importance of cleaning the area as to not cause further accidents or injury due to absorbent or glass being left in the street.

4.4.5 Capital Towing has been open 24 hours per day, 7 days per week for the past 16 years. We stayed open and didn't miss a call when the city of Lincoln moved the impound lot and we lost all phone service. We stayed open at all times when this company was forced to operate out of a 20' motor home as an office for over 3 months when the impound lot was being relocated. We will continue to be open to fulfill the obligations of this contract should we be the successful bidder. Trucks will be available at all times, 24 hours per day, 7 days per week.

4.4.6 Capital Towing has almost double the amount of trucks which are required to fulfill this contract and will be submitting insurance documentation of at least one other sub-contractor so that at times of excess towing, we will be able to meet all time requirements set forth in the contract specifications.

4.4.6.1 We understand that additional tow equipment may come in the form of other tow companies which we have prior written agreements with.

4.4.6.2 No other tow company will be used by Capital Towing to fulfill the obligations of this contract until they have been approved in writing by the LPD.

4.4.6.3 Any other tow company used by Capital Towing will agree to abide by all terms and conditions of this contract and will be under the direct supervision of this vendor.

4.5 Over-sized Vehicles

4.5.1 For the last 14 years, Capital Towing has used Gene's Tire and Towing in lieu of maintaining service vehicles large enough to tow "oversized vehicles". Gene's Towing has done an excellent job for the city of Lincoln, and we believe the LPD to be more than happy with their performance.

4.5.1.1 We understand that we must indicate in the Attribute section of our ebid that we intend to utilize Gene's Towing as our subcontractor for this service. We will submit information of what equipment they will use to fulfill the

specifications of this contract.

4.5.2 In the event that we do choose to use Gene's Towing for this service, we understand that they must perform all duties of this agreement as if it were done by this company, and that we remain responsible for the proper performance of such towing, including, but not limited to the assumption of liability, the collection of fees, timeliness of response, and all other factors that may be a part of this agreement.

4.6 Personnel

4.6.1 All wreckers drivers employed by Capital Towing are required to be in full uniform at all times.

4.6.1.1 It is understood that all uniforms shall be clean and have the names of the company and of the operator on the outside of the uniform. Capital Towing contracts with Max I Walker to provide our drivers with clean and pressed uniforms on a weekly basis. Capital Towing takes on the expense of this service to insure that all drivers are clean and fitted with the proper uniforms.

4.6.2 While it does not specifically indicate in the specifications of this contract as it has in past contracts that the vendor must have personnel on the property 24 hours per day, 7 days per week to facilitate the towing, storage, inspection and return of vehicles. It is our intent to continue to do so. These specs read that personnel must be available to do the above mentioned items, not necessarily on property. However, we believe that we are responsible for the safety of all vehicles, especially those that are being held as evidence for the LPD, as well as the safety of all personal property in the vehicles. We are also aware that there are many situations in which officers must enter the impound lot and building in the middle of the night, either to process a vehicle for evidence, or perhaps to store a found bicycle, that it would make things substantially more difficult were there not someone on property at all times to allow the officers entrance to both the storage lot and the inside of the building. Another large concern is the safety of vehicle owners wishing to pickup their vehicle in the middle of the night. Were there no one on duty at the impound yard, the vehicle owner would have to call, and make an appointment to retrieve their vehicle and then wait out in the dark, hopefully not alone, until someone can get to the lot to release the vehicle. So while it would save a substantial amount of payroll to not have someone on property at all times, we feel it is in the interest of safety to do so.

4.6.3 Another reason to have an employee on the property at all times is because we understand that we are required to allow and permit the inspection of any vehicle stored or towed pursuant to any of the provisions hereof by the owner of the vehicle or by any persons having authorization from the owner 24 hours per day, 7 days per week.

4.6.4 Capital Towing has always made sure that there was sufficient personnel available to release vehicles in a timely fashion in times of high towing. Because we choose to have personnel on property at all times, we will always meet this specification

of the contract.

4.6.4.1 We understand that if a high number of vehicles is suspected to be towed between midnight and 6 am, two hours advance notice will be given by LPD, or parking authority.

4.6.5 We understand that should Capital Towing be offered the contract, that all employees criminal histories are to be made available to the City at that time, and at any time during the contract that the histories are requested.

4.6.6 No owner, manager, or assistant manager of Capital Towing has had a felony conviction within the past 5 years or the past 20 years for that matter. There is also no conviction of any crime involving moral turpitude.

4.6.6.1 We understand that this includes any form of theft.

4.6.7 We understand that the city reserves the right to reject any employee of Capital Towing, should we be awarded the contract, on the basis of that employers criminal history.

4.7 Personal Property

4.7.1 We understand that the vendor will be required to assist LPD with an inventory, or to have one of our employees do an inventory of all personal property in vehicles, unless that vehicle has a police hold, on which we have been directed to tow either at the scene of an accident or point of removal. Our employees have been working with the LPD for two terms and are familiar with how vehicles are secured when a police hold exists.

4.7.2 We understand that one copy of the inventory shall be furnished to us to be kept with the invoice of the tow.

4.7.3 We understand that one copy of the inventory shall be available to the owner of the vehicle, or the owners agents.

4.7.4 We understand that one copy of the inventory shall be provided to and retained by the LPD. These inventories are usually in the form of notes on the police property report.

4.7.5 As the contractor for the City of Lincoln, including the LPD for the previous 16 years, Capital Towing has made every possible effort, and taken every possible safety precaution to protect the contents of every vehicle. This includes spending thousands of dollars to upgrade the security system at the impound lot, which was installed and paid for by the city. We understand that this is the responsibility of this company, and we are liable to the vehicle owner for the contents of their vehicle.

4.7.6 We understand that should we be awarded the contract, that we shall allow the owner of the vehicle to remove personal property 24 hours per day, 7 days per week. This does not include vehicles on which the LPD has placed a hold.

4.7.6.1 In the event the LPD does have a hold on a vehicle, property may only be released upon prior approval of LPD. One of the security measures that has been developed between Capital Towing and the LPD is that if a police hold exists on a vehicle, and an officer calls to give permission for property to be released to the owner, and officer must either be physically present when property is removed. Or, in the case that the officer is giving verbal authorization over the phone there is a process which is followed. First of all, the call must come over the "hot line" or the secure phone line directly between the Lincoln Police Department and the impound lot, or the call must come from the property division of the Police Department. This prevents someone from calling and identifying themselves as a police officer in order to remove possible evidence of a crime from the vehicle. Second, we document the officers name and badge number and exactly what they are saying may be removed from the vehicle. Third, an employee of Capital Towing escorts the owner to the vehicle, and remains with that owner at all times. Lastly, the owner is required to document on our invoice, as well as on the Police property report what has been removed and sign and date the statement. Before the owner is allowed on the property they must present a picture identification.

4.7.7 There has been provided, by the city, a secure area inside the building at the impound lot to hold personal property removed from vehicles in preparation for the auction. Employees of Capital Towing have no access to this area.

4.8 Vehicle Release

4.8.1 Capital Towing employees are subjected to a lengthy and intense training period, in which they are taught to read police property reports. It is this report where information is given to the vendor on the specific wants of the police department in dealing with the vehicle. The employees are all taught to identify when a police hold exist and that the vehicle cannot be released to anyone, until that hold is released by an officer, or authorized agent of the Lincoln Police Department.

4.8.2 Our employees, i.e. tow drivers, are trained that vehicles ordered towed by the Lincoln Police Department are towed to, and stored in such locations as may be directed by LPD or designated representative.

4.9 Duty Call

4.9.1 Capital Towing understands, and has been adhering to the strict policy of having operators or drivers on duty and subject to call fro the city twenty-four (24) hours per day, 7 days per week, for removal and towing of vehicles and storage at the city's impound lot. While there are vendors which may choose to have drivers on-call, and not based at the impound lot during non-peak towing hours, such as after

midnight and on weekends, Capital Towing has drivers on at all times.

4.10 Laws and Regulations

4.10.1 We understand that all employees of Capital Towing shall at all times operate within the framework of all ordinances, statutes, and laws whether local, state or federal, including DOT. Capital Towing managers and owners have worked with our government officials, i.e. Senators to devise new State laws with regards to the towing industry.

4.11 Bicycle and Bicycle Parts

4.11.1 We understand that if we are awarded this contract that it will be the responsibility of this company to remove bicycles and/or bicycle parts from various locations in the city on a regular basis. We have in place a system for this process.

4.11.1.1 We understand that it is required, and have a practice in place for picking up bicycles twice a week in the Summer and once a week in the Winter. We are also will pick up bicycles at any time that a representative of the city or the LPD call the impound lot to inform us that any bicycle holding area, at any Fire station is full.

4.11.2 We understand that if notified that bicycles need to be picked up, it must be done within 36 hours of being notified. We have never taken longer than 24 hours to pick up bikes once notification has been received.

4.11.3 We store all bicycles and parts inside the building at the impound yard now, and will continue to do so if awarded this contract. Capital Towing purchased all of the supplies and built bike racks inside the building in order to safely store as many bikes as possible.

4.11.4 Capital Towing has in place a secure process for the showing and release of bicycles and parts between the hours of 7:00 AM and 5:00 PM, weekdays and Saturdays. We understand that this does not have to be allowed on Sundays or holidays, but we allow this to be done on Sundays and holidays now, and will continue this practice if we are awarded this contract. We understand that people are very busy and it is difficult to find a time during the hours that most people are at work to retrieve a bike, this is the reason we voluntarily extend the hours.

4.11.5 We have a system in place, approved by LPD, for the release of bicycles to the owners of such, or after notification from LPD or a representative of LPD.

4.11.6 Capital Towing understands that we will be paid the line item bid amount for the handling of bicycles should we be the successful bidder. We have a billing system in place to bill the LPD for these charges that has worked very well for the last 16 years.

4.11.6.1. We understand that it is estimated that between 800-900 bicycles are handled by the vendor each year, but that amount is not guaranteed. We also know that these numbers can vary greatly from year to year.

4.11.7 We understand that an auction for unclaimed bicycles shall be held at the impound lot at a time and date which is determined by LPD. Capital Towing employees have been assisting LPD personnel and the contracted auctioneer in conducting these auctions for 16 years. We are aware of the order of the auctions, and know what help needs to be given. We have provided this extra help without ever expecting compensation from the city.

4.11.8 We understand that the sale of unclaimed misc. property may be included in these auctions.

4.11.9 Again, we are well versed in the procedures of preparing bicycles for auction, such as checking each bicycle against the property number a minimum of two separate times, and we are very good at assisting with the handling of bicycles at auction, and would relish the opportunity to continue to do so.

4.11.10 We understand that we are required to segregate and keep separate all bicycles which are designated for auction.

4.12 Cancellation Notice

4.12.1 All owners and managers of Capital Towing understand that the contract may be cancelled 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 it's contract in which case such contract will immediately terminate in accordance with applicable law. However, we have held this contract for two (2) terms of eight (8) years each and feel that we have performed well above the standards set by previous vendors. We relish the chance to continue this performance for another eight (8) year term and are confident that we will not choose to terminate the contract early, nor will the City of Lincoln, with emphasis on the LPD ever have reason to terminate the contract ahead of it's eight (8) year term.

4.13 City of Lincoln Inspection(s)

4.13.1 We pledge that if we are the successful vendor, we 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 We understand that if any unit does not pass inspection it shall be removed from service until such time it is approved for use by the City.

4.13.3 We understand that if a unit is removed from service that it must be immediately replaced with another unit so as to have a full compliment of tow trucks to

meet the terms and conditions of this contract. Capital Towing has several more tow trucks than the contract requires, and will always have the required number of trucks in service.

4.14 General Insurance Requirements

4.14.1 Capital Towing has always and will always carry such insurance as described on the City of Lincoln insurance requirements document, and is eager to do so for another eight (8) year term. We understand that this is a requirement of fulfilling this contract.

4.14.2 We understand that should we be awarded this contract that we cannot commence work under this contract until we have obtained all insurance required under this section and such insurance has been approved by the City Attorney for the City of Lincoln. We also understand that we cannot allow any subcontractor to commence work on our behalf until the subcontractor has all similar insurance requirements met and similarly approved by the City. Capital Towing has all insurance requirements in place, and has never had them lapse in the sixteen (16) years that we have performed this service for the City of Lincoln.

4.14.3 We understand the requirement that the City of Lincoln must be named as an additional insured on the Certificate of Accord. This is in place as we submit our bid.

4.14.4 Garage Keepers Legal Liability

4.14.4.1 We understand that insurance 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 vehicles.

5. RECORD KEEPING

5.1 We understand the requirement for keeping records as required by Urban Development and LPD, and furnishing them to both companies on a monthly basis not later than the 10th day of the next succeeding month. We have devised a system for producing these records, and have been submitting them to the LPD for the last two terms of this contract.

5.2 We understand that any records in connection with this contract shall be open for inspection at all times by a duly authorized representative of the city.

5.3 We understand that the records shall be kept and maintained in the following manner.

5.3.1 We shall record all vehicles towed and length of storage.

5.3.1.1 Record of vehicles towed from public streets.

5.3.1.2 Record of vehicles towed from private property.

5.3.2 We shall keep record of the disposition of all vehicles towed to include the disposition of all personal property.

5.3.3 Included in the records will be information of the location from where all towed vehicles are removed from on public streets and private property.

5.3.4 If awarded the contract we understand that we will be required to keep record of all monies received from the following:

5.3.4.1 Towing

5.3.4.2 Storage

5.3.4.3 Salvage

5.3.4.4 Snow removal fees

5.3.4.5 Mechanical service fee

5.3.4.6 Accident cleanup fee

5.3.4.7 Auction proceeds

6. AWARD

6.1 We at Capital Towing understand there will be many factors in determining “the lowest, most responsive, responsible bidder” in addition to price and lease amount. We understand that all of the factors in 6.1.1 through 6.1.12 shall also be factors taken into account in awarding the bid in the best interest of the city. We believe that our performance over the preceding eight (8) years has shown our quality of commitment to the city of Lincoln and the Lincoln Police Department. Please see attachments () as reference letters proving our commitment to this contract.

7. PROPOSED IMPOUND ADMINISTRATION FEE

7.1 We understand that the Lincoln City Council is considering adding an administration fee of \$50.00 per tow, on every tow which is ordered by LPD or a parking administration control officer. We also understand and agree to the provisions in 7.1.1 through 7.1.3 with regards to how the administration fee will be managed. We believe that our financial responsibility through out the last 16 years show that we are a responsible party when handling monies owed to the City of Lincoln through the collection of parking tickets, and will continue with the collection of any administration fee imposed by the city.

7.2 Capital Towing understands that an attribute has been listed on the ebid system which will allow us, if the successful bidder, to add a fee for the collection of the administration fee. We understand through items 7.2.1 through 7.2.2 how this will be handled if the fee is approved by the Lincoln City Council. We agree that we have the

option to bid a fee that we will be allowed to charge if awarded the bid, and if the admin fee is approved. We foresee that our only fee to the city for this will be to recoup the cost of vehicle owners using a credit or debit card to pay this admin fee. At the present time, our credit card processing company charges this company between 1.78 % and 2.13%, depending upon the method of input as well as \$.03 per transaction.

CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NEBRASKA 68508
402-475-7676

METHODS OF OPERATION

At Capital towing we have been successfully fulfilling the city tow and storage contract for 16 years. It is our intention to continue to strive for the highest standards in towing for the next 8 years, should we be awarded the prospective contract. Through our 16 years of working with government agencies we have established a set of protocols that adhere to the highest standards to which we expect of ourselves. Our day-to-day operation has become stream lined and fluent through years of meticulous operation. However we are always striving to improve, and pride ourselves on staying on the cutting edge of the towing industry.

In order to provide the best possible service to our customers, we have found it necessary to have personnel available in the office 24 hours a day, 7 days a week. Our first dispatch shift begins at 6:00 AM, and we routinely schedule more than one person in the office during normal working hours. When the first dispatcher arrives for the morning shift, the over-night dispatcher relays any pertinent information to the incoming personnel. The cash drawer is then closed and checked by both parties, in order to minimize and catch any errors that may have occurred. From there we implement a staggered shift, so that personnel is available throughout the day. On a typical day, another dispatcher will work 8:00AM-4:00PM; to eliminate any down time during a shift change. Any personnel in the office will take call information, resolve any issues that arise, and release vehicles to an owner or other authorized parties. At the end of each 8 hour shift, the cash drawer is balanced with all of the shift receipts and a minimum amount of cash is left. At this point a deposit will be made into a secure lock box that includes additional cash, receipts, and checks to be put into billing.

One of the primary jobs of office personnel is to release vehicles that have been impounded. This is a process that has been stream lined in order to minimize the time taken, but achieve the necessary requirements for release. We use a filing system based on physical invoices, as well as a computer

database of all data. Our data system can be broken down into 5 categories; Lincoln Police Department, Parking Authority, Accidents, University of Nebraska, and Nebraska State Patrol. When someone arrives in our office, our first order of business is to determine what type of vehicle the customer has, and why they believe their vehicle may have been towed. With that information we are able to look up the physical, or electronic information associated with that customer. If the vehicle was towed by a government agency (LPD, NSP, UNL POLICE) there will be a property report attached to our towing invoice, that has been prepared by the officer. The report is read on a case by case basis to make sure there is no holds, and determine any other relevant information. With the information available, we then ask for a photo ID of the customer. If the vehicle is ready for release, the owner is escorted back to get ownership information out of the vehicle (title or current registration, and insurance information). If all of the information is in order, payment will be received and the vehicle will be released. Customers are able to pay the associated charges by either cash, debit, or credit cards. The customer then receives a copy of both the property report prepared by the officer, and our towing invoice prepared by the towing driver. The dispatcher rings the totals into the cash register, and places one copy of the property report and one copy of our invoice, stapled together, into a file for the police department to pick up the following day. The invoice is clocked out and given to the dispatcher working the computer, who finds the vehicle in the computer, and changes the column for lot location, to the name of the person the vehicle was released to and the date it was released. If it is determined that the vehicle is currently under a hold, the dispatcher reads to see if there are conditions under which the vehicle can be released immediately. For example, If a hold has been placed for past due parking tickets, the vehicle can be released once those are paid. If the vehicle is being held for investigation purposes, or for driving under suspension; the information of the hold is given to the vehicle owner. Once a vehicle is released, the dispatcher updates the owner information on the property report, i.e. owner name, address, date of birth, phone number etc. and also puts that information on our tow invoice. The payment is accepted, and the vehicle released.

If a vehicle is towed following an accident, the owner is asked to fill out an "owner information sheet" that we have prepared to give them the information on the responsibilities of the vehicle owner. If the owner is present, it is explained that they can remove all personal property, with the exception of anything that is physically attached to the vehicle. If it is not the

owner of the vehicle, we explain that unless they are a family member, that is verifiable either by having the same last name as the owner, or the same address; they must have a notarized letter from the owner, giving them permission to either pick up the vehicle, or to remove property from the vehicle. The owner or authorized individual is then either escorted back to the vehicle to retrieve property, or given the lot location and allowed to go back to the vehicle on their own. We must have a picture identification from anyone wanting to go into the impound yard. If they do not have the picture I.D they are not allowed on the property. Once they have retrieved the property they need, we require that they document it on the back of the tow invoice and sign and date it. This protects the tow company from someone later claiming something is missing from the vehicle. We also give them a "release form", which gives us permission to release the vehicle to the owners choice of either another tow company, a salvage company, or anyone of their choosing.

All of this associated paperwork was developed by Capital Towing management. These forms combat issues such as insurance companies removing vehicles from our lot before the owners are able to retrieve their personal property. It is our stance that a vehicle owner must provide authorization for 3rd parties to remove their vehicle from our impound. If the owner doesn't want the vehicle, and is unwilling or unable to deal with it, we give them the option of turning over the title, paying the outstanding bill, and we will dispose of it. The customer is also given a credit based on what the current rate of salvage is. At this time we usually offer to give them an amount equal to the tow bill and one day of storage, approximately \$85.00. We also offer a time-payment option if they cannot pay the total amount due immediately. This is only an option if they have a clean title, that they can sign over to us so that we can immediately dispose of the vehicle. We let the owner choose what amount they are able pay on a monthly, or weekly basis; in an attempt to work with their individual needs. We ask that they give us an amount that they can comfortably pay, and we have several contracts where the owner is only paying \$10.00 a month.

In cases where the proof of ownership or insurance is not in the vehicle, the dispatcher will call the LPD non-emergency number and verify ownership. If the person does not have a current insurance card in the vehicle, they are given the option of calling their insurance company and having one faxed to us, or having the vehicle towed off of the property. In practice, most insurance companies are able to provide that information within minutes. No

one is allowed to drive a vehicle on the impound lot without proof of current insurance. This includes other tow companies and salvage companies.

Unfortunately, the reality of the towing industry includes a number of vehicles being abandoned at our facility. These vehicles all must be processed. We have an employee that typically works 45 hours per week whose main job is to process these vehicles. Due to a State law passed in 2009, if a vehicle is in impound, the last known registered owner and any lien holders must be notified within 15 days of the vehicle being impounded. This can prove very time consuming, and problematic for out of state vehicles, and requires an in-depth knowledge of DMV procedure throughout the United States.

Finding and notifying the last known "legal owner" of vehicles is a challenge. If the vehicle was last titled in Nebraska, the notification process is substantially easier, as we pay to have access to the states files. We can enter either the Vin# of the vehicle, or the plate number and receive info on who the last known owner is, and any liens against the vehicle. If the vehicle was not last registered in Nebraska, it becomes a much more troublesome process. We have had vehicles with license plates from one state and when we write to that state for the information, which we must pay anywhere from \$2.00 to \$50.00 for, depending on the state, we may get info back that the plates do not belong on that vehicle, and so no information is available. We then go back to the vehicle and search inside to see if we can find anything that would lead us to another state. Sometimes we will find an inspection record, or a repair bill, or any piece of paper leading us to another state. We have had vehicles that we have written to five different states before we received the needed information. Then the notification letter is sent, and we start the process all over again. I would guess that in 2010 we did titles on well over 250 vehicles. These are also the vehicles that we donate to the Lincoln Fire Department for training, or perhaps to SW Fire department. We also donate them to schools for drunk driving programs, and many other places.

If a vehicle has been impounded and has not been claimed it is handled per the overseeing agencies requests. If it is towed by the LPD or the Parking Authority, they have their own personnel that deals with all the associated paperwork, as well as the sale of a vehicle. If the vehicle was towed by the Parking Authority and is still in impound after 5 days, the administrative process is transferred to the LPD. Our employees write a property report,

which is then turned into the LPD property room.

Once the LPD determines the correct course of action, they provide us with necessary information relating to the vehicle. For vehicles destined to be auctioned, they are moved to the front of the lot, or "auction area", to be processed by an LPD representative with the assistance of Capital employees. On the Wednesday before an upcoming auction, a representative from the police department property office comes to the impound. The owner of Capital, as well as either one or two other employees assist the property office representative in removing all of the license plates, gaining entry to the vehicles, and removing all personnel property from the previous owner. LPD documents all property removed and which vehicle it is removed from, and secures it in the "property cage" inside the building. Capital Towing employees have no access to this area. On Saturday, the owner of Capital Towing, Jim, is there along with several other employees of Capital to assist with the auction. All bicycles which are on auction are moved out of the building several days before the auction, after verifying the property number on the bike with the list we have been provided. The bikes are all chained together and locked up until just before the auction on Saturday. At that time Jim and Bill re-verify that the correct bikes are there, and they are then sold at auction. Before the auction, an employee of Capital pulls all of the paperwork on the vehicles being sold at auction, and checks to see if we have keys to any of the vehicles being sold. The charges associated with the vehicle are then totaled, and is turned over to LPD on the day of auction. After the auction, LPD takes all of the paperwork, balances against what the vehicle sold for, and we send the city an invoice for the tow and storage of each vehicle; only up to the amount the vehicle sold for. Very seldom do the vehicles sell for the total amount of tow and storage owed against them. This company must take a loss for the difference as the city is not responsible for any tow and storage charges. Soon after, LPD will return the auction paperwork to us. An employee of Capital will go through the computer and mark all vehicles that were sold at auction. If any of those vehicles were being held for unpaid parking tickets, we notify the violations department so that they can take those vehicles out of their system. At times we will have a vehicle owner ask us how long their vehicle will be held before it is sold at auction, they are always referred to the Lincoln Police Department property office. If an owner calls after the vehicle has been sold, they are also referred to the property department.

If the vehicle has been towed for any other reason, be it an accident, a

private property tow, or a tow ordered by UNL, Capital Towing is responsible for notifying the owner and lien holder by certified, return receipt letter that the vehicle has been impounded. The only other types of tows that we do not have to do the paperwork to title the vehicle is are ones that are ordered towed by the Nebraska State Patrol. The patrol does all of the paperwork and signs the title to us if it is abandoned at impound. Otherwise, we send all of the notification letters to the appropriate parties. The contents of this letter is set by Nebraska State law, and we follow this law meticulously. It is procedure to hold the vehicle, unless someone claims it, on the property for 91 days, at which time it is sold at closed bid auction. We do have the right, by law, to take the owner to court for the difference in what is owed against the vehicle at the time of sale and what it sells for. But in practice, we have found that it is not financially viable to pursue individuals in this respect. Therefore, the loss is incurred by this company. As we are also a licensed vehicle dealer, we are allowed by law to hold 2 auctions a year to sell abandoned vehicles in an attempt to recoup the associated costs.

In regards to any vehicles that are ordered towed by the Lincoln Parking Authority, either for improper parking or expired parking tickets; the owner must have those tickets paid before the vehicle is released. The tickets can be paid at the PA office, on-line, or in our office. Each morning a Capital representative sends the PA a list of all vehicles that the owners retrieved and has paid the associated fees. The list shows the info on the vehicle, the amount of tickets paid, and how the charges were paid. On Friday mornings, we total the amount of tickets paid for that week and issue a check to the city, which is picked up by an employee of the PA. Once a month we invoice the city for the amount of credit card discount charges that we incur do to citizens paying their parking tickets by credit or debit card. We bill the city the exact amount that this company is charged. Capital Towing does not make any revenue for the collection of parking tickets.

Our main responsibility has always been, and will continue to be responding to calls from the LPD, and PA. These calls have, and will continue to receive priority over other incoming calls. In practice, we are typically given very little information about the sometimes complex circumstances surrounding individual calls. Usually nothing more than an address. If there is something unusual about a tow, they may give us a little more information. For example, they may tell us if it is an over-sized vehicle, a motorcycle, or an accident which is being worked as a fatality.

Therefore it becomes imperative that all of our drivers are very well equipped, and trained. The training of a towing operator is very complex, and the driver must be suited to adhere to the highest standards in the industry. Often, it takes up to a month of training before a driver is allowed to respond to calls on their own. Far too often, the importance of the job which we are contracted to do is taken for granted. An improperly trained operator, could cause further damage to a vehicle, dilute an investigation, or cause injury to himself or rescue workers on the scene.

In the event that the LPD informs us that there has been a fatality accident, either the owner of the company or a senior driver will go to the scene to make sure the vehicle is handled with the utmost care. This, in consideration to the fact that there is likely to be a lengthy, and in depth investigation associated with the accident. This becomes very important, when accident engineers scan the vehicle for every aspect of damage in the recreation of an accident. As with most vehicles that are going to be secured by the LPD for an investigation, an officer observes all aspects of the tow, including escorting the vehicle back to secure indoor storage.

In most cases, a vehicle is towed due to a minor infraction; unpaid parking tickets, driving on a suspended license, driving under the influence, or other law infractions. In those situations, the dispatcher on duty takes the information and dispatches the closest available tow truck. The driver arrives on scene, loads the vehicle, and returns it to the impound yard. The invoice is then clocked in, by use of an electric time card machine, and entered into the computer. It is entered into the correct file, be it under accidents, or our LPD database. Any vehicle which is ordered towed by the LPD is given a property number by the dispatcher on duty, as it is entered into the computer. At that time the property report and our invoice have the property number recorded on them, and the pair are filed in the proper area.

At the beginning of each day we give the LPD property room a print out of the previous days activity regarding the vehicles they are administering. That print out includes what vehicles are released and to whom, and the newly towed vehicles. It also includes the date the vehicle was towed, where it was towed from, our invoice number, and the property number assigned to it, and where the vehicle is located in the impound lot. For example L1N, means that the vehicle is located in row L1 in the middle of that row. All rows are clearly marked to assist vehicle owners in recovering their vehicle. The

spreadsheet also includes all vehicle information including the year, make, model, color, Vin, license number, why the vehicle was towed, and any additional pertinent information. When the vehicle is released we delete the lot location and in that column add the date the vehicle was released, and who it was released to.

The towing and storage of vehicles is only a part of what we must do on a daily basis to fulfill this contract. The lot must be maintained, which can include expensive repairs and replacement of equipment. There is now an adjacent parking area to be used for city events, that raised the ground level of the parking area by approximately 6 inches. Therefore, we have had major issues with water drainage into our facility. This has created a situation that requires constant maintenance on the ground, to keep the facility in a condition acceptable to us. We have invested heavily in equipment to perform this task, including the purchase of a full size road grader. If awarded this contract, we will continue to strive towards keeping the facility free of clutter, weeds, and in a condition acceptable both to ourselves, and the city.

The owners of Capital Towing are on call 24 hours a day, 7 days a week. Jim usually arrives at work before 7:00 AM, and seldom leaves before 6:00 PM. At Capital Towing we have formed a very strong working relationship with the police department, which contributes to the smooth operation of day to day work. The owner has assisted with everything from unlocking vehicles the LPD need to investigate, to helping determine what specific part may have contributed to a vehicle accident. It took many years to develop this relationship, and we believe it is of unlimited value to the LPD. As the owner of Capital Towing, Jims knowledge of the towing and automobile industry, his dedication and commitment to excellence on a daily basis is unsurpassed.

Several times during the year, sometimes monthly, the Lincoln Fire Department requests our assistance with vehicle extrication training. We donate the vehicles to the Lincoln Fire Department, as well as set up each scenario to challenge even the most experienced fire fighters. Capital towing has dedicated hundreds of hours into training at no cost to the city of Lincoln, and will continue this should we be the successful recipient of this contract. We allow the canine unit of the LPD to use our property to train their dogs to search for narcotics, and will prepare vehicles for that use. We also offer assistance to the LPD in moving vehicles over to their firing

range, for advanced training for officers.

The owners of Capital also own a building in downtown Lincoln, which is used primarily for the repair and maintenance of our tow truck fleet. It is our intention to continue to use this building; in order to free up area at the impound yard for police, and storage use. This assures that the cage is always empty, as per contract, and in good condition for the LPD. We have always made available any equipment the LPD may need to process a vehicle, and will continue to do so. We have and will make available to the LPD any required tools, go-jacks, air compressor, or any other equipment they may require.

The owner and employees of Capital Towing inventory the vehicles and bicycles on a minimum of a bi-monthly schedule to assure that everything that is in the computers is in the impound lot; and will continue to do so. We also conduct any inventory that the LPD may request, and adhere to any specific instructions that they may require.

At Capital Towing we are industry leaders, and conduct our selves as such. We pride ourselves in being professional, proficient, and fair. Should we be awarded the prospective contract, we will work with all associated agencies to continue what has become an excellent working relationship, and strive to design mechanisms for the improved operation of our facility.

CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676

ITEMIZED LIST OF TOW TRUCKS

TRUCK NUMBER, YEAR, MAKE, MODEL

1.	2001	GMC	3500HD
3.	2001	FORD	F450
4.	1993	FORD	F350
5.	1997	CHEVY	3500 4-WHEEL DRIVE
6.	1991	FORD	F350 4-WHEEL DRIVE
7.	1994	CHEVY	3500 HD
8.	1994	CHEVY	3500 HD
10.	1995	FORD	F350 (MOTORCYCLE,
		SNOWMOBILE, 4 WHEELER, ETC)	
11.	2001	CHEVY	3500 HD
12.	2001	INTERNATIONAL	4700 SERIES
13.	2001	CHEVY	3500 HD
14.	1991	FORD	SUPERDUTY 350
19.	2002	CHEVY	6500 SERIES

SPARE TRUCKS

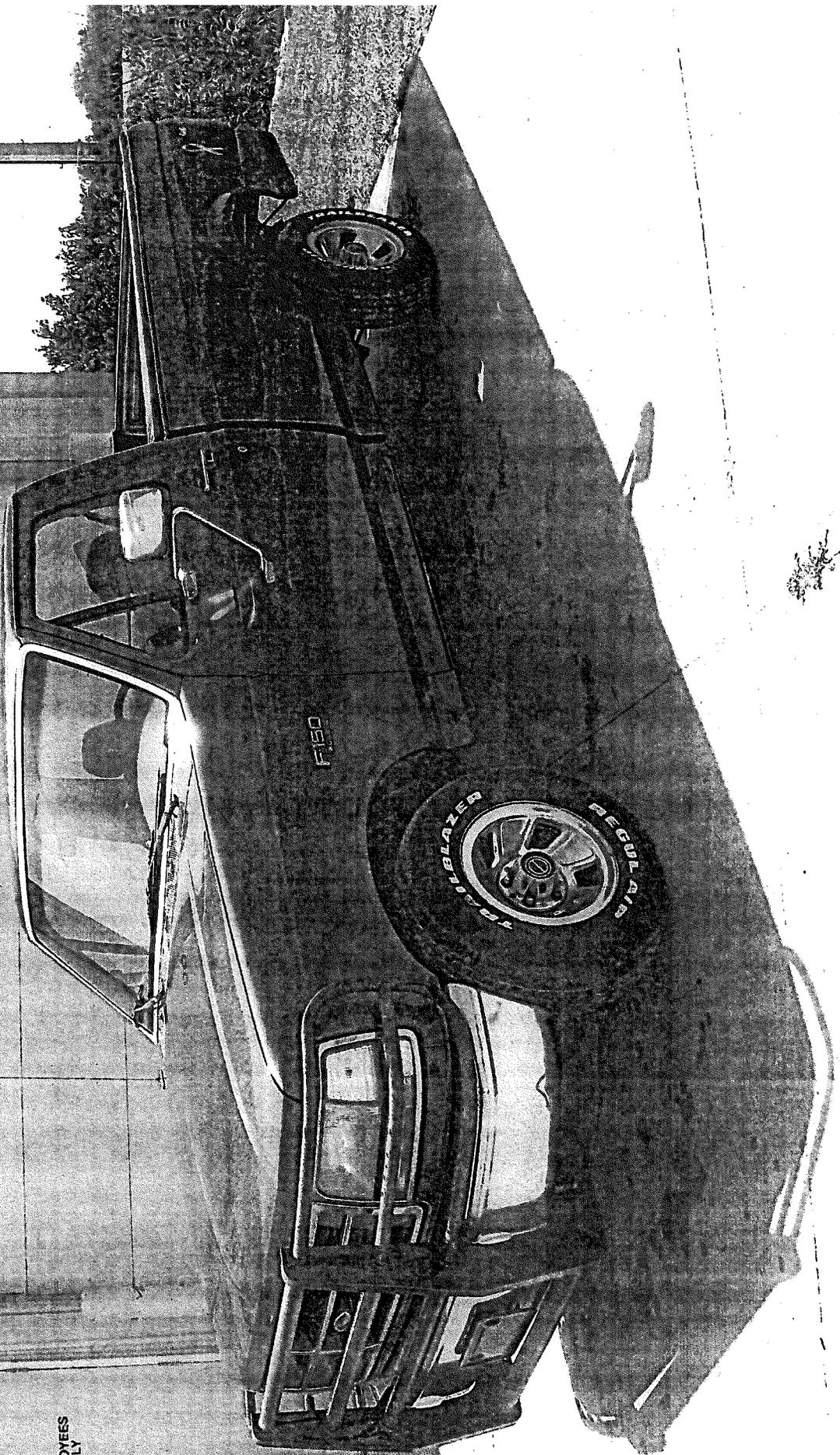
1996	FORD	F350 SUPERDUTY
1990	FORD	F350

W &
ND LOT

365
AUTOMOTIVE
SOUTH CO.

DO NOT BLOCK DOOR

EMPLOYEES
ONLY



FOUND LOT

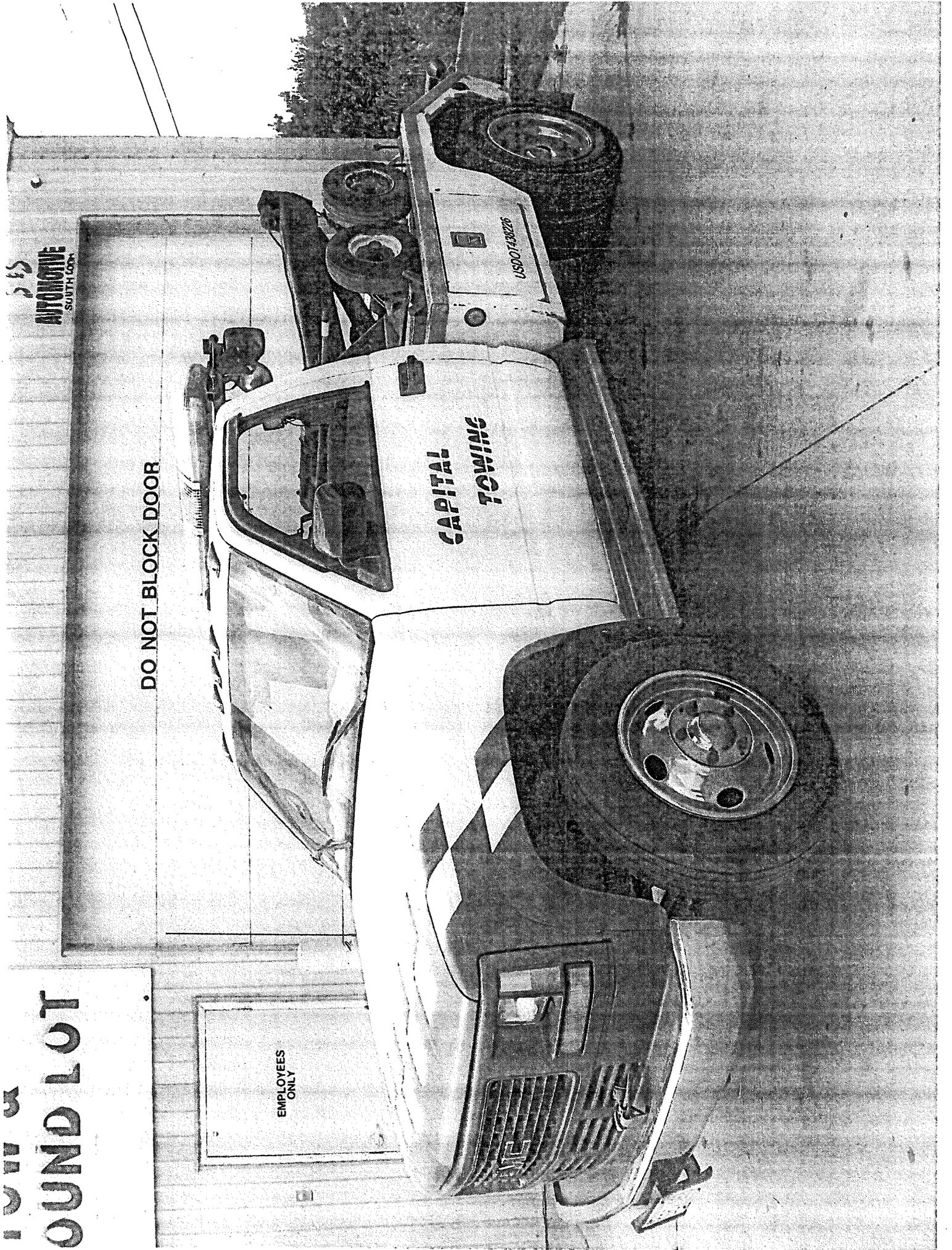
AUTOMOTIVE SOUTH CORN

DO NOT BLOCK DOOR

EMPLOYEES ONLY

CAPITAL TOWING

USD0143826



TOW & IMPOUND LOT

EMPLOYEES ONLY

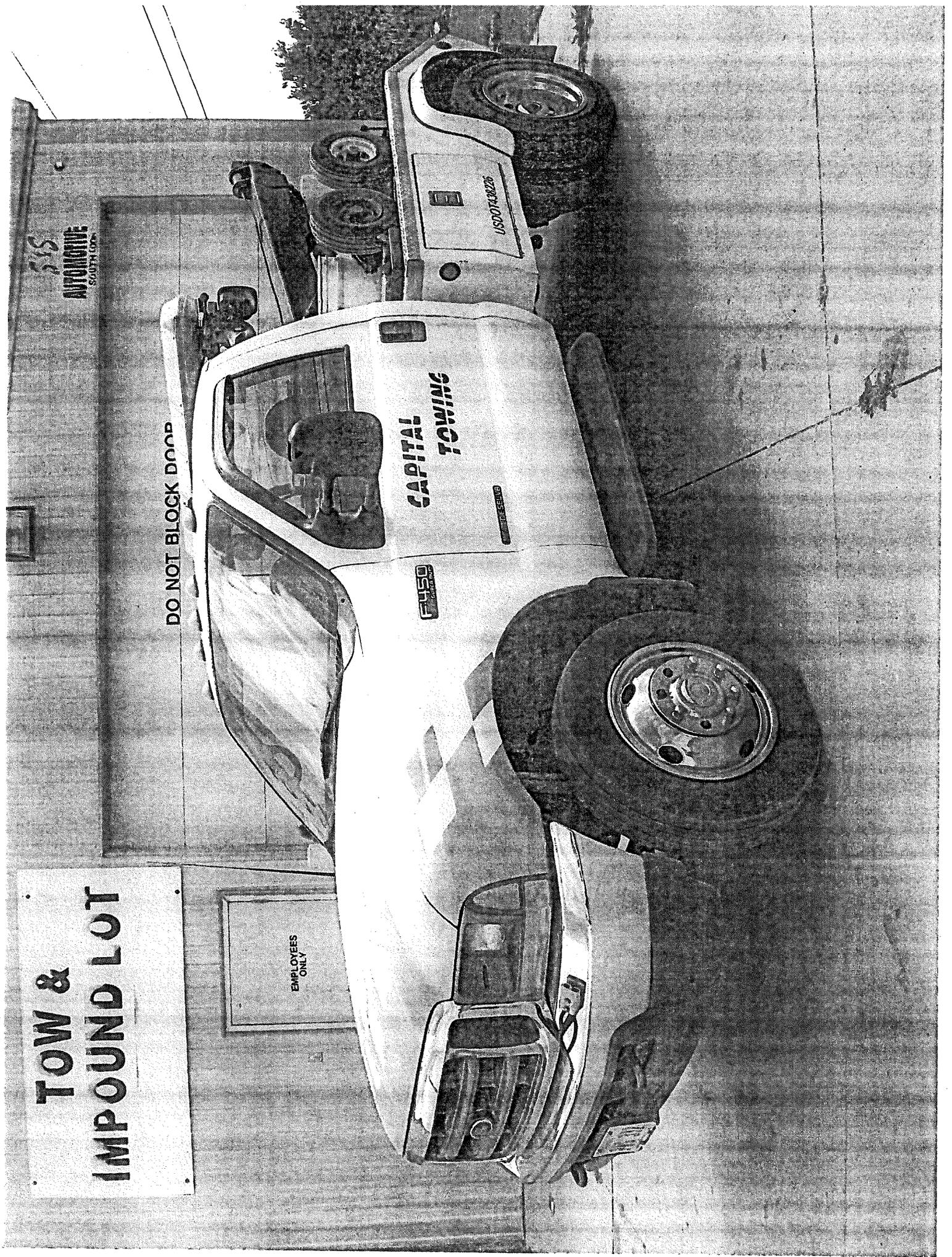
DO NOT BLOCK DOOR

365
AUTOMOTIVE
SOUTH COOK

F450
SUPER DUTY

CAPITAL
TOWING

USD074R226



IMPOUND LOT

**AUTOMATIC
SAFETY LOCK**

DO NOT BLOCK DOOR

**EMPLOYEES
ONLY**

**CAPITAL
TOWING**

F-350

USA TOWERS

239
MAY 1983



TOW & MPOUND LOT

355
AUTOMOTIVE
SOUTH LEXEN

DO NOT BLOCK DOOR

EMPLOYEES
ONLY

CAPITAL
TOWING

1SD014826



IMPOUND LOT

AUTOMOTIVE SOUTH CORP.

DO NOT ENTER

EMPLOYEES ONLY

F350

CAPITAL TOWING

USD0743R26

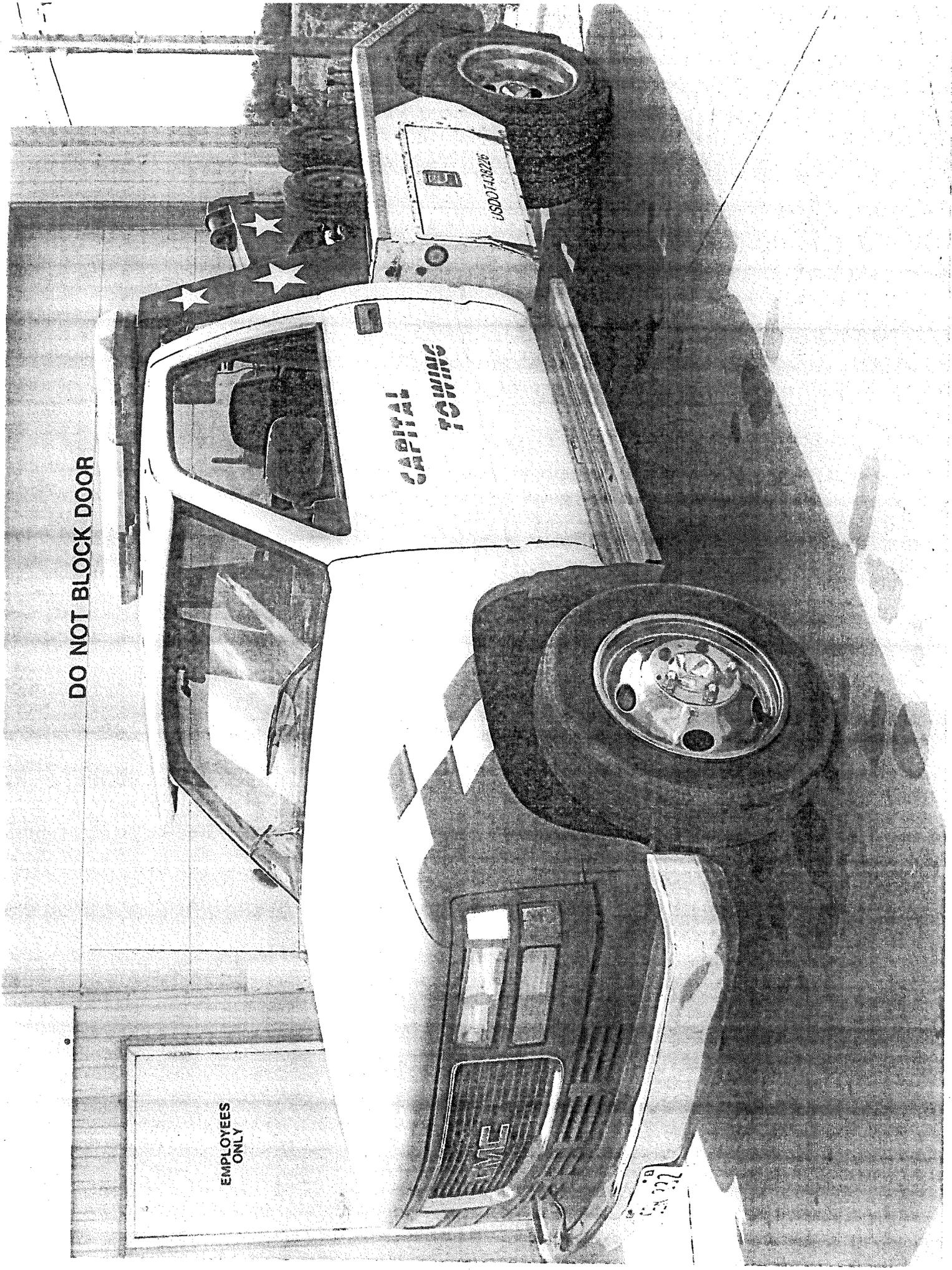


DO NOT BLOCK DOOR

EMPLOYEES ONLY

CAPITAL TOWING

USDO 7438276

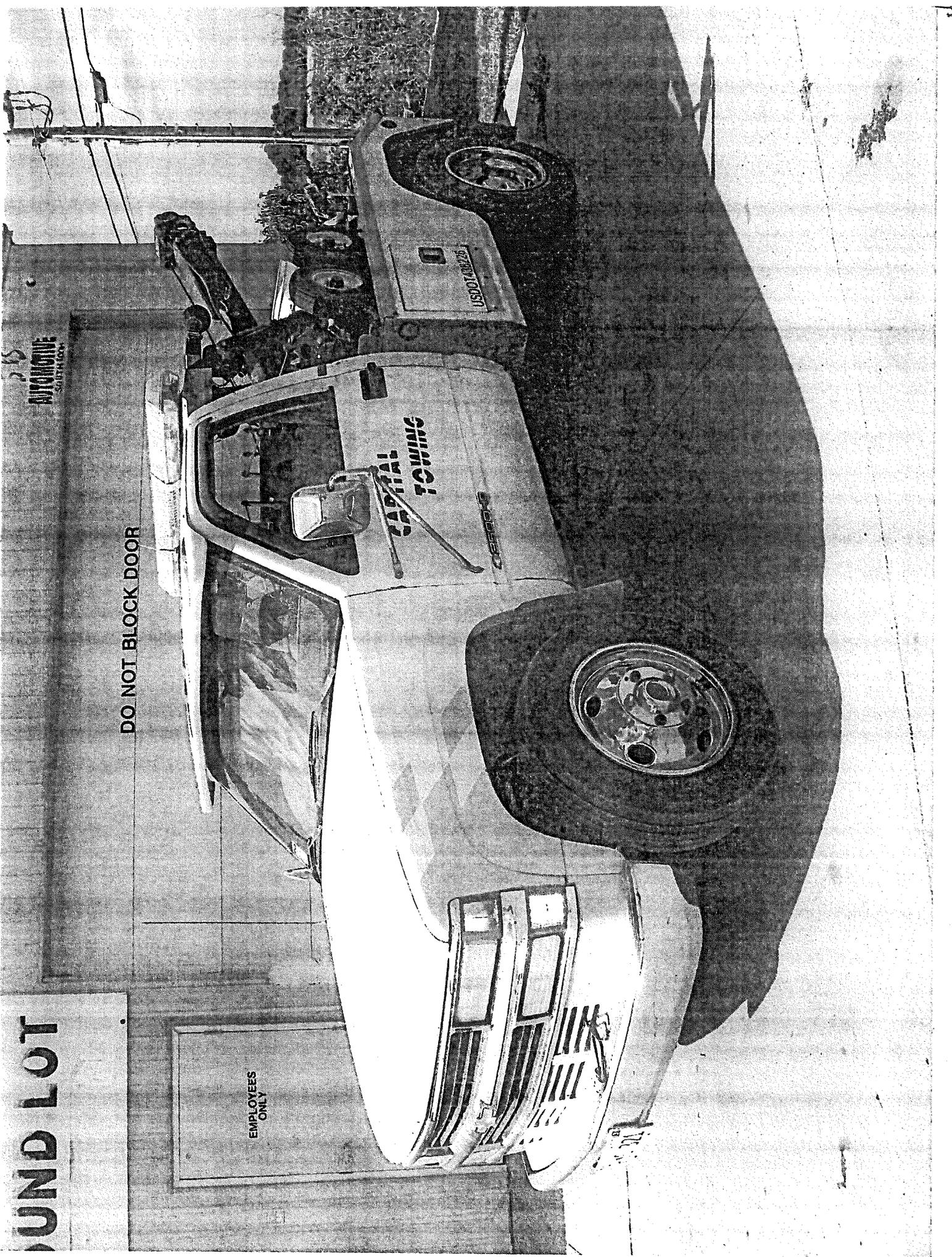


OUND LOT

EMPLOYEES ONLY

DO NOT BLOCK DOOR

AUTOMOTIVE SOUTH COOK



OW &
UND LOT

EMPLOYEES
ONLY

DO NOT BLOCK DOOR

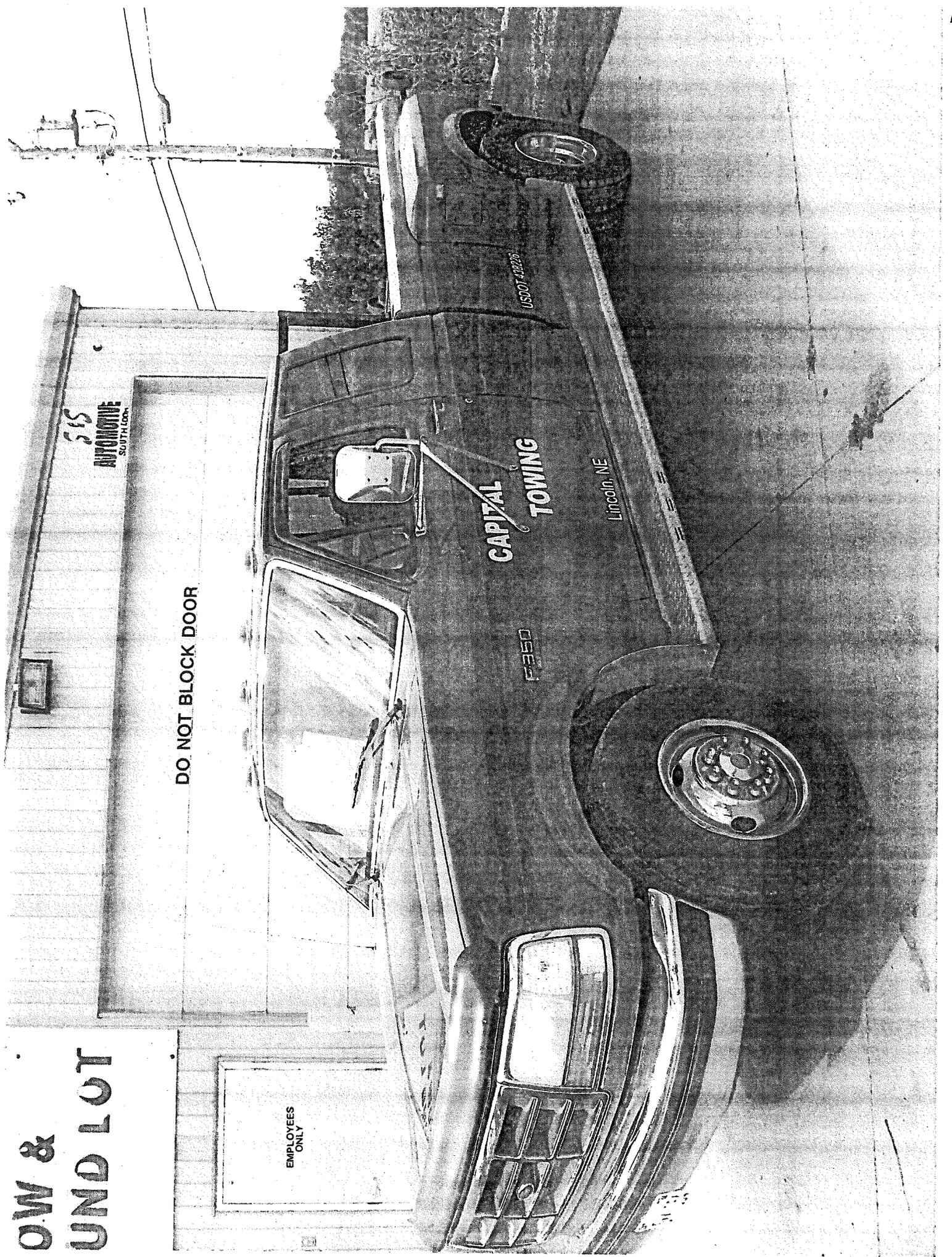
315
AUTOMOTIVE
SOUTH COOK

CAPITAL
TOWING

Lincoln, NE

F350

USDOT 428228



**TOW &
POUND LOT**

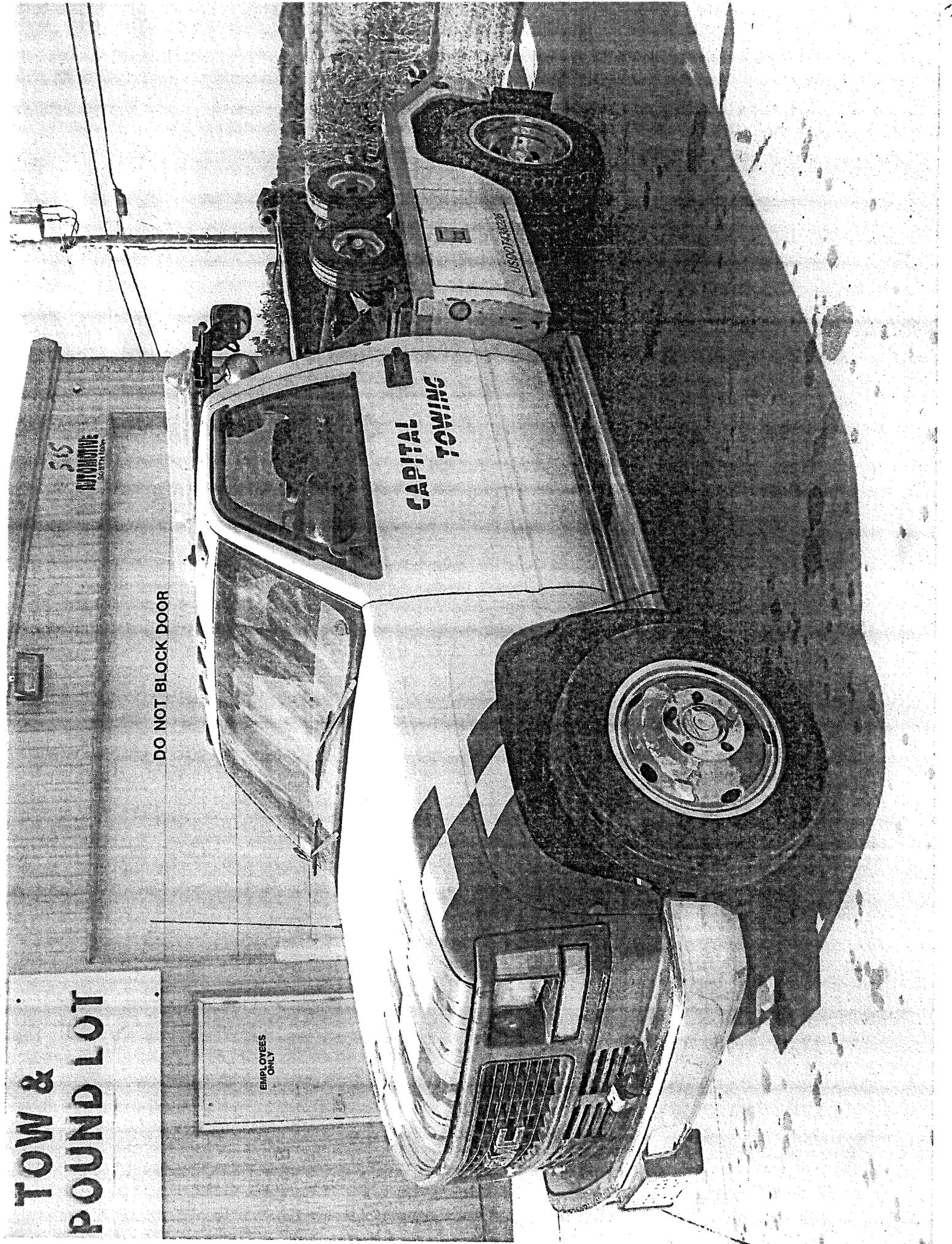
**565
AUTOMOTIVE
SAFETY TOWING**

DO NOT BLOCK DOOR

**EMPLOYEES
ONLY**

**CAPITAL
TOWING**

US007A2220



**TOW &
POND LOT**

**EMPLOYEES
ONLY**

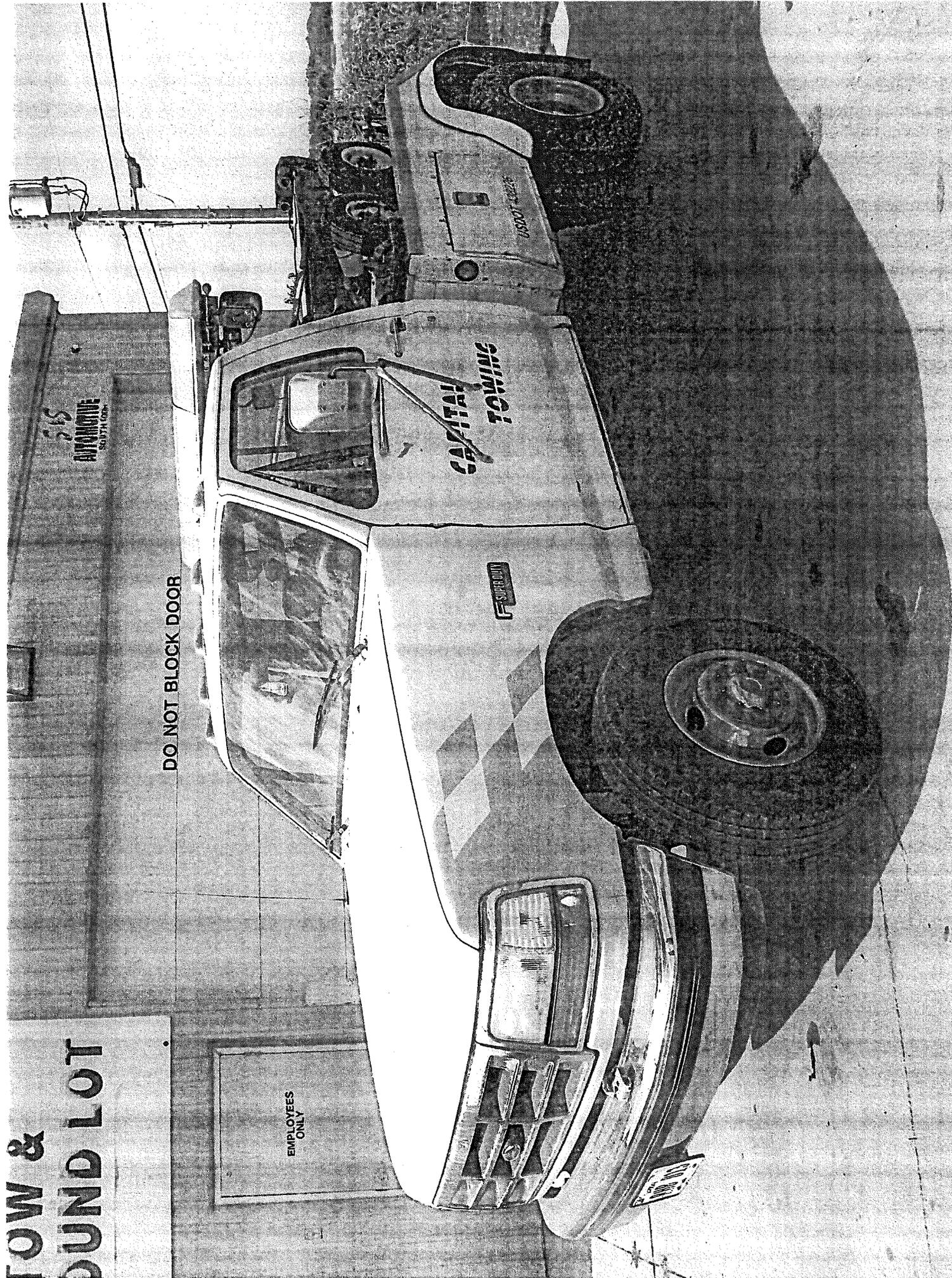
DO NOT BLOCK DOOR

**515
AUTOMOTIVE
SOUTH CO.**

**CAPITAL
TOWING**

**F
SUPER DUTY**

750007 422222



**TOW &
IMPOUND LOT**

515
AUTOMOTIVE
SALES & SERVICE

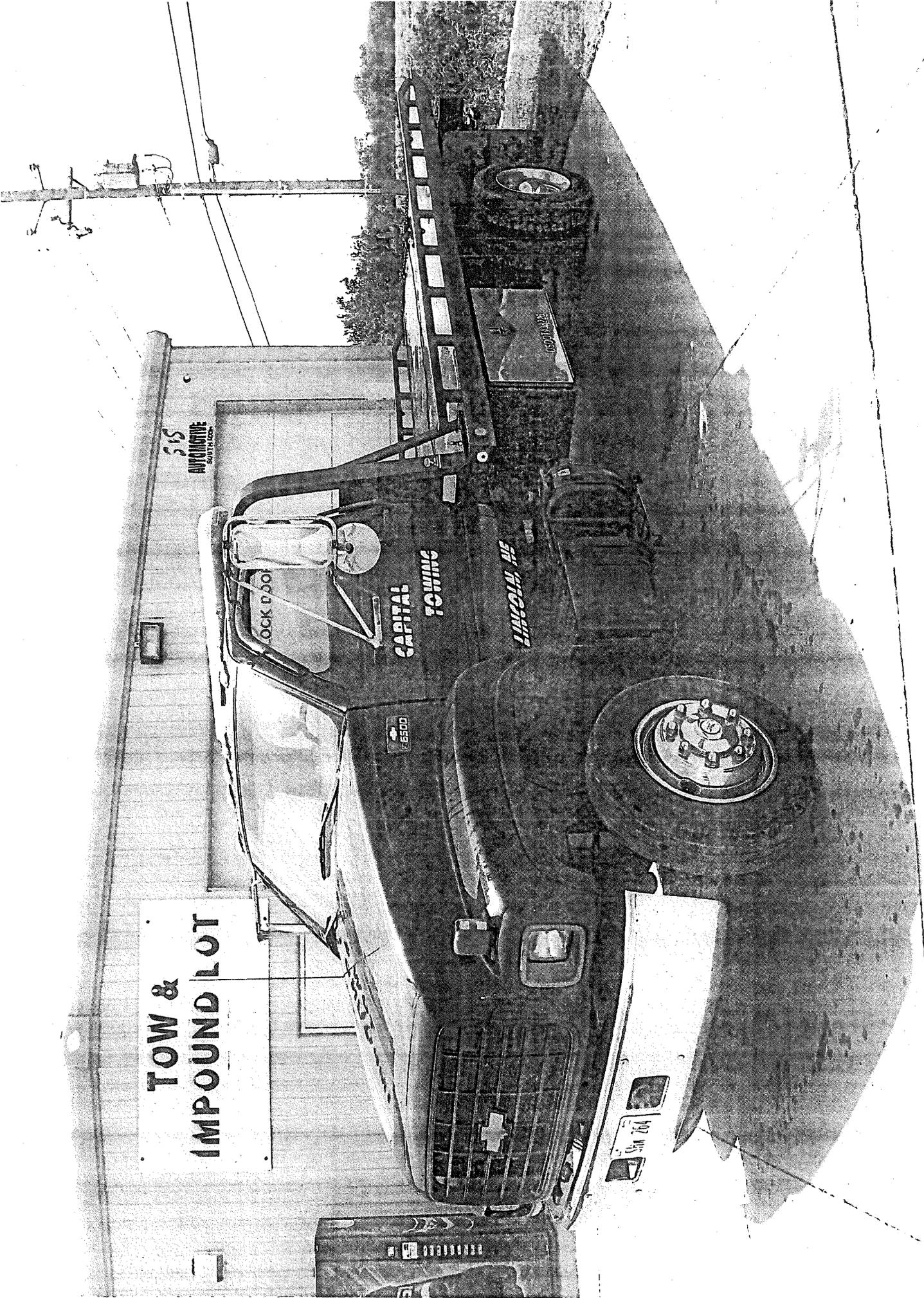
LOCK DOOR

**CAPITAL
TOWING**

LINCOLN HS

CHEVROLET
E8500

SCOTT WALKER



**TOW &
IMPOUND LOT**

**35
AUTOMOTIVE
SOUTH CO.**



TOW & IMPOUND LOT

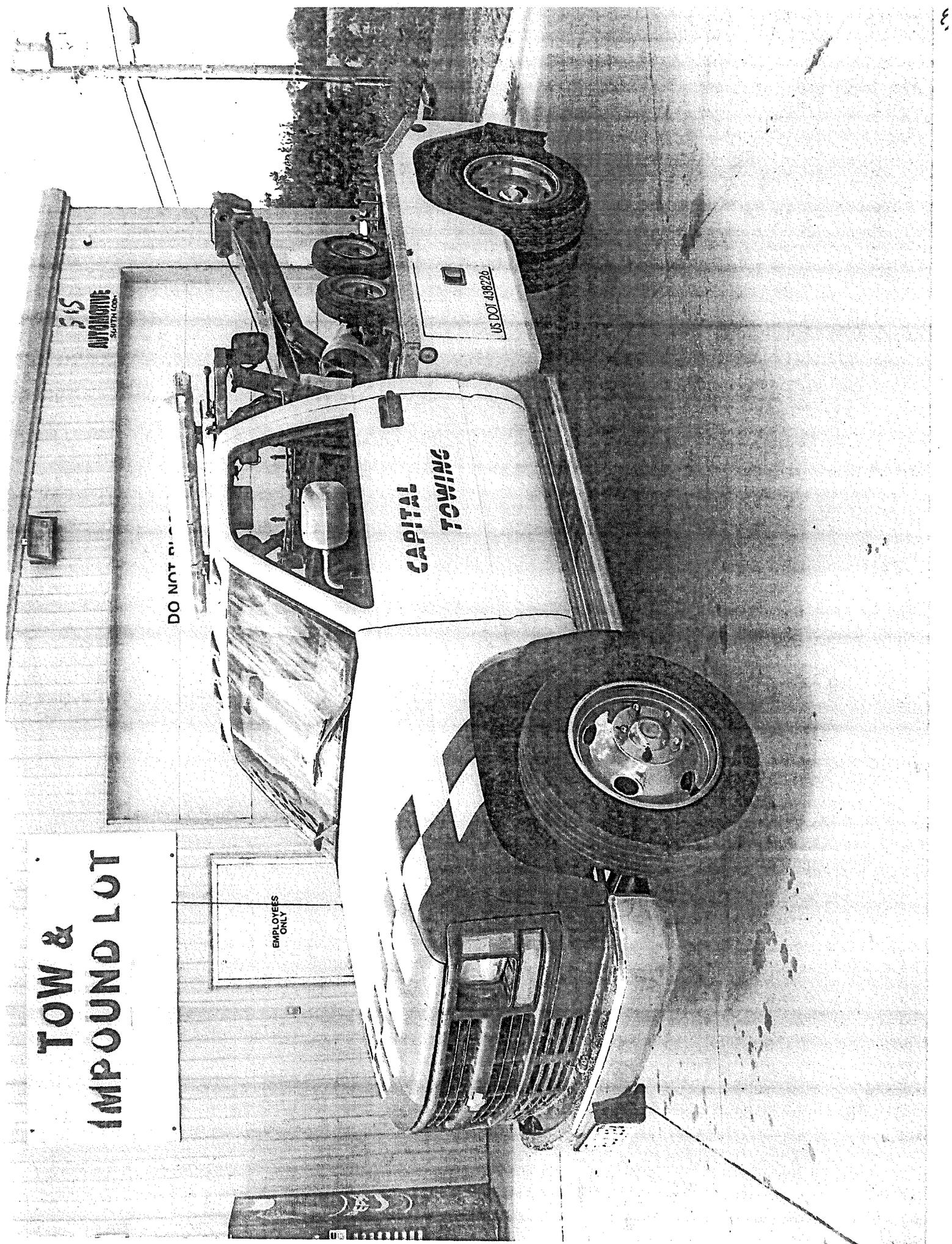
EMPLOYEES
ONLY

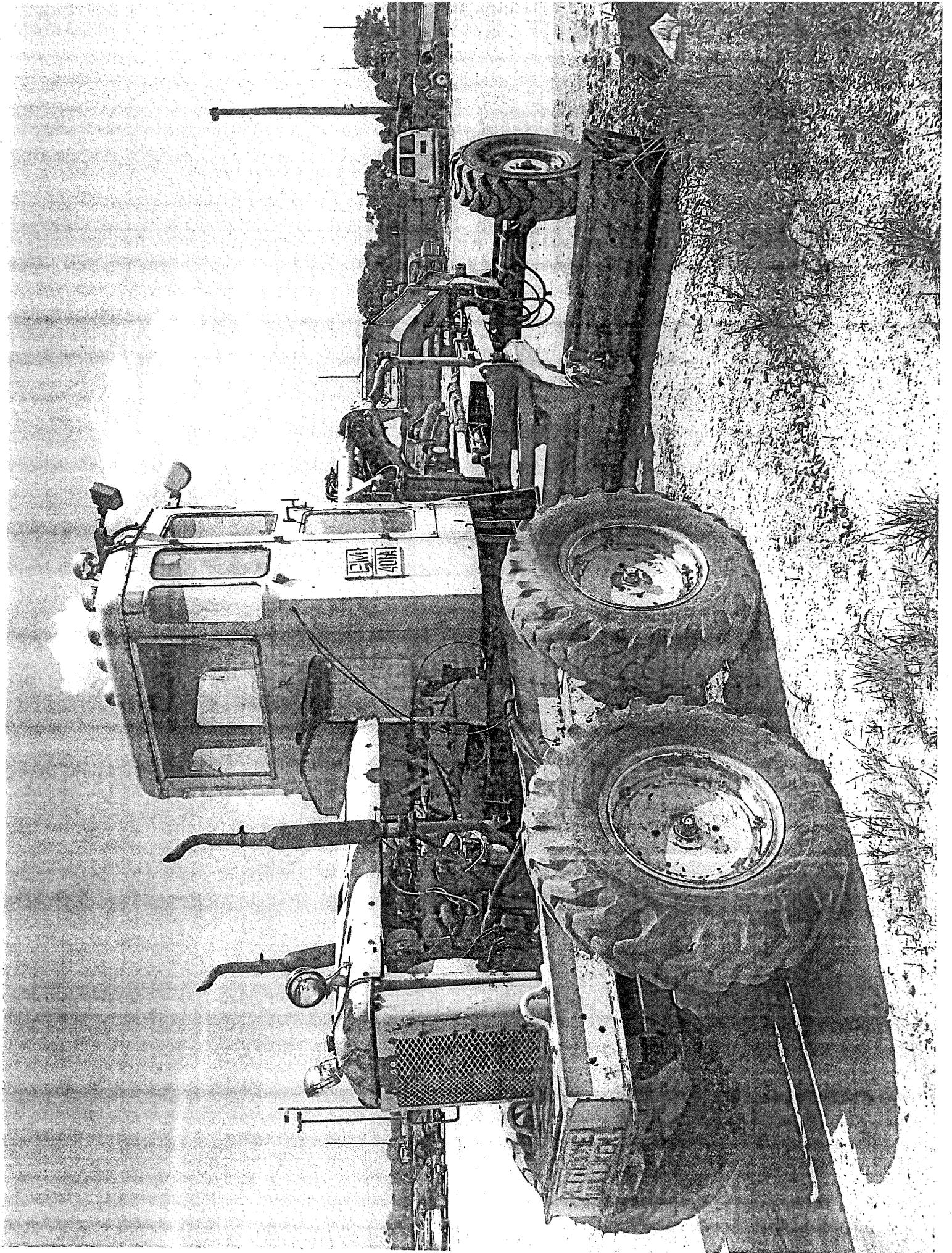
DO NOT RE-ENTER

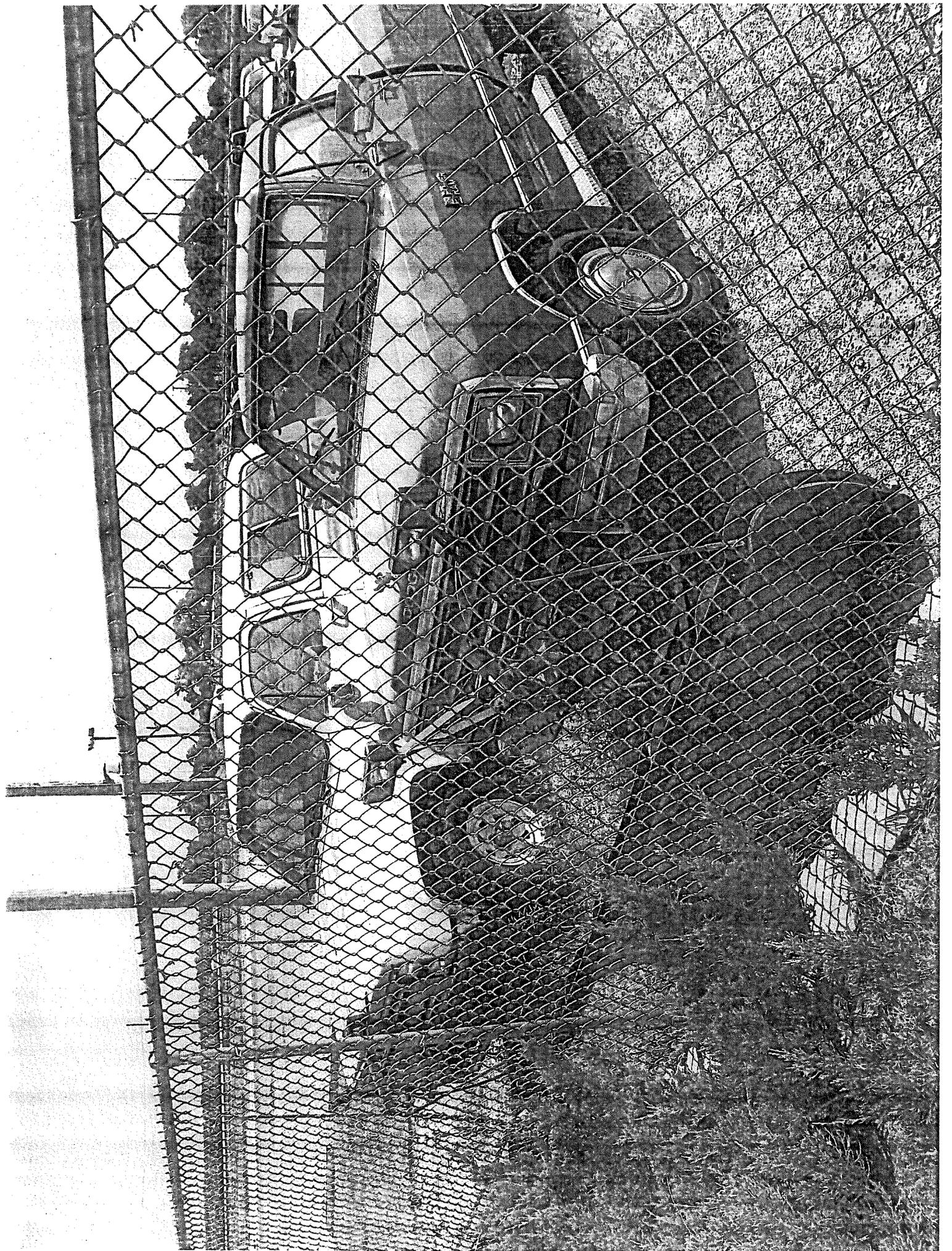
315
AUTOMOTIVE
SOUTH CO.

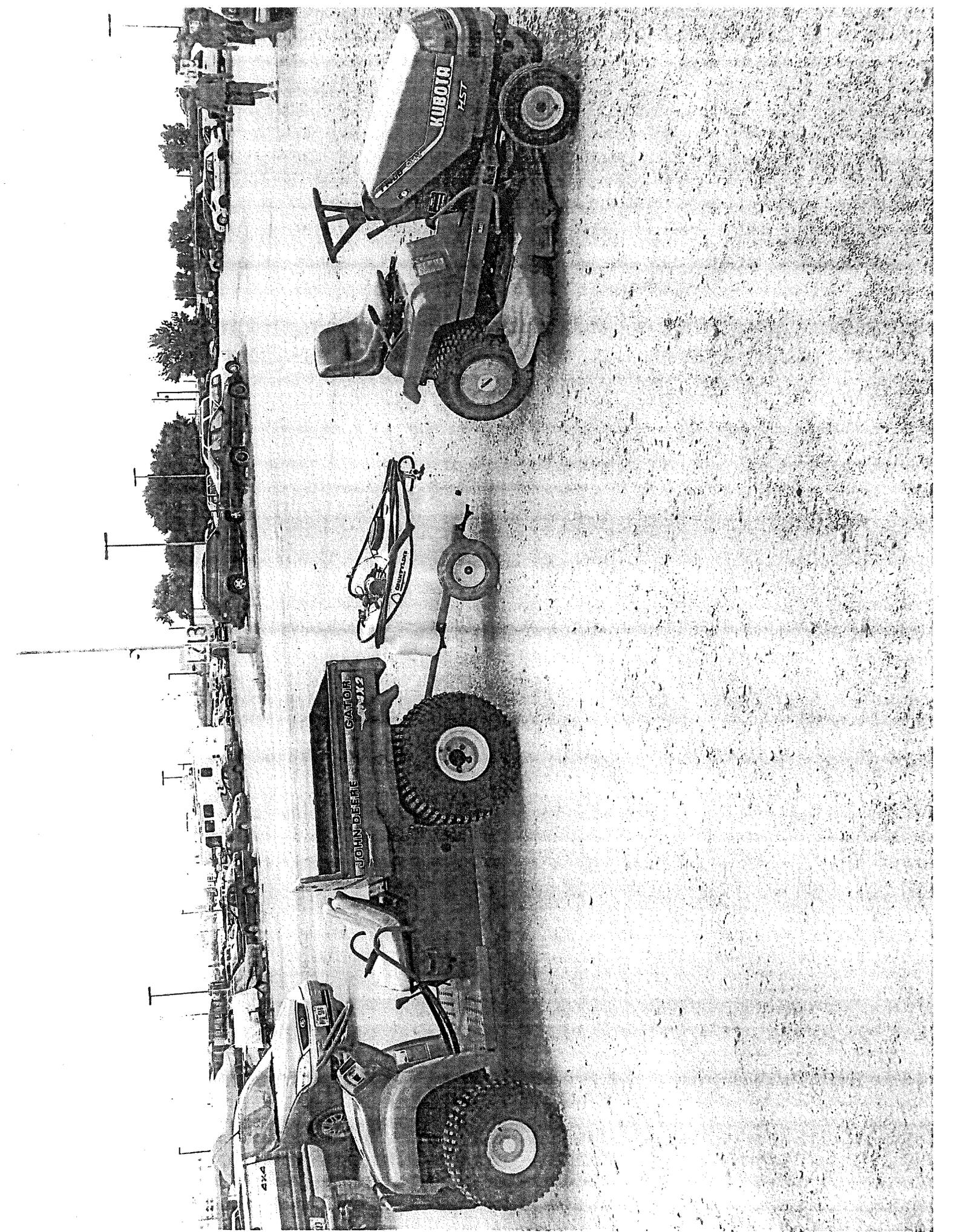
CAPITAL
TOWING

US DOT 438226











CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER All American Insurance, Inc. P.O. Box 29319 Lincoln NE 68529	CONTACT NAME: Jane Mehrane PHONE (A/C No. Ext.): (402) 467-5355 E-MAIL ADDRESS: Janef@allamericanins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Marvin Versaw Gang's Tire and Towing Service 5101 West A Street Lincoln NE 68522-9105	INSURER A: Columbia National Insurance Co.	19620
	INSURER B: Progressive Northern	36628
	INSURER C: Columbia Mutual	40371
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 2011-2012 *General* **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CPATE07811	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POF AGG \$ 2,000,000
E	AUTOMOBILE LIABILITY		06515266-5	8/1/2011	8/1/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> On Hook	X				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Legal Liability \$ 50,000
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					RETENTIONS \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCPNCD07811	8/1/2011	8/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 CITY OF LINCOLN IS NAMED AS AN ADDITIONAL INSURED UNDER AUTO LIABILITY POLICY

CERTIFICATE HOLDER City of Lincoln 555 South 10th St. Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jane Mehrane/JANE
---	---

CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676

EQUIPMENT OWNED AND TO BE USED BY
GENE'S TIRE AND TOWING AS
SUBCONTRACTOR FOR OVER-SIZED TOWING
BID 11-176 AND ADDENDUMS 1,2,3

2006	INTERNATIONAL	9400/ 30 TON CUSTOM BUILD	
2002	INTERNATIONAL	9400/25 TON JORDAN	
2004	FREIGHTLINER		NRC QUICK-FLOP
1994	INTERNATIONAL	9200	NRC QUICK-FLOP
2007	GMC	C7500	ROLL BACK
2003	FORD	F450	TIRE SERVICE TRUCK/6500 LB
	WHEEL-LIFT		
2007	DODGE	3500	SERVICE TRUCK
1997	CHEVY		SERVICE TRUCK

SPECIAL WASTE DISPOSAL PERMIT

Monday, November 01, 2010

Lincoln-Lancaster County Health Department
Special Waste Program
3140 N Street
Lincoln, Nebraska 68510
(402) 441-8021

Generator:
CAPITAL TOWING

Facility:
CAPITAL TOWING
101 CHARLESTON ST
LINCOLN, NE 68508

Contact Information:
SARA



10943-001-2B

CAPITAL TOWING
101 CHARLESTON ST
LINCOLN, NE 68508

DATE ISSUED: 11/01/2010 **DATE EXPIRES:** 09/01/2011

The following permits are granted for the disposal of Special Wastes at the sites shown below. These permits were issued based on the waste description information provided on the permit application. Any substantial change in the nature of the waste from that described in the permit application, will invalidate the permit. Failure to comply with the General Permit Conditions or special conditions described on this permit will invalidate the permit.

PERMIT NUMBER: 10-10943-001-10-02 **HAULER:** INDUSTRIAL SERVICES INC

WASTE TYPE: 10 PETROLEUM CONTAMINATED REFUSE (A. FILTERS, B. SHOP RAGS, C. SOIL, D. ABSORBENTS, OR E. OTHER MATERIAL)

WASTE DESCRIPTION: ABSORBENTS WITH OIL

DISPOSAL SITE: BLUFF RD LANDFILL OR TRANSFER STATION PER VEHICLE SIZE

SPECIAL CONDITIONS: PERMIT DOES NOT AUTHORIZE DISPOSAL OF HAZARDOUS WASTE. GENERATOR IS RESPONSIBLE FOR DETERMINING IF WASTE IS HAZARDOUS. ALL LOADS SUBJECT TO INSPECTION. A COPY OF THIS PERMIT MUST ACCOMPANY ALL LOADS.

WASTE IN THIS CATEGORY MAY NOT CONTAIN "FREE PETROLEUM PRODUCT" OR OTHER LIQUIDS. IF WASTE CONSISTS OF PETROLEUM-CONTAMINATED FILTERS, PUNCTURE AND DRAIN ALL FILTERS FOR 24 HOURS AND CRUSH THEM TO REDUCE BULK. IF WASTE IS CONTAINERIZED, EACH CONTAINER MUST BE LABELED WITH TWO (2) GREEN "NON-HAZARDOUS WASTE" STICKERS LOCATED ON EACH SIDE OF THE CONTAINER SO AS TO BE VISIBLE FROM ALL ANGLES.

09:37:55

Fri Jul 29 1

STATE OF NEBRASKA LETTER OF GOOD STANDING

JOHN A. GALE
Secretary of State

Corporate Division
Room 1301
State Capitol
Lincoln, NE 68509

July 29, 2011

PHANTOM INC.
101 Charleston
LINCOLN, NE 68508

Dear PHANTOM INC.

Our records indicate that as of July 29, 2011 at 9:37 AM the corporation known as:

CAPITAL TOWING INC.

with registered office in LINCOLN, Nebraska, has registered with the Nebraska Secretary of State's Office and is currently in existence and good standing to do business in the State of Nebraska as of the time and date noted above.

Sincerely,

John A. Gale
Secretary of State

Information on this document provided from the records of the Nebraska Secretary of State Office through Nebraska.gov, an instrumentality of the State of Nebraska

Official Nebraska Government Website

[Home](#) » Corporation and Business Entity Searches

Thu Aug 11 18:55:15 2011

For Letters of Good Standing (\$6.50), Certificates of Good Standing (\$10.00), and/or images (\$0.45 per page) of documents filed with the Secretary of State please click the corresponding service below:

NEW SEARCH

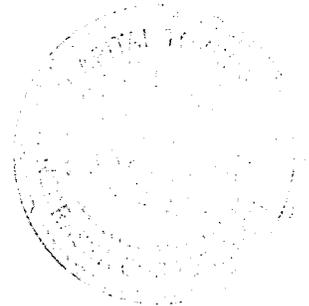
[Back to Search Results](#)

Pay Services:

[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name	SOS Account Number		
CAPITAL TOWING INC.	1484852		
Principal Office Address	Registered Agent and Office Address		
101 CHARLESTON ST LINCOLN, NE 68508	DARRELL K. STOCK SUITE 104 1115 "K" STREET LINCOLN, NE 68508		
Nature of Business	Entity Type	Date Filed	Account Status
TOWING COMPANY	Domestic Corp	Aug 27 1996	Active

Corporation Position	Name	Address
President	JAMES SCHWARTZTRAUBER	4443 ST. PAUL ST. LINCOLN, NE 68504
Secretary	JAMES SCHWARTZTRAUBER	4443 ST. PAUL ST. LINCOLN, NE 68504
Treasurer	SARA SCHWARTZTRAUBER	4443 ST. PAUL ST. LINCOLN, NE 68504



Pay Services:

Click on the pay service items you wish to view. Your Nebraska Online account will be charged the indicated amount for each item you view.

- Images of Filed Documents

If an item is a link, the document may be retrieved online, otherwise you must contact the Secretary of State's office to obtain a copy of the document.

Code	Trans	Date	Price
AP	Articles Perpetual	Aug 27 1996	
PP	Proof of Publication	Sep 23 1996	
NP	Non Payment of Taxes	Apr 16 1998	
CR	Certificate of Revival	Mar 10 1999	\$0.45 = 1 page



Lincoln Fire & Rescue
1801 "Q" Street
Lincoln, Nebraska 68508



402-441-7363
fax: 402-441-7098



MAYOR CHRIS BEUTLER

lincoln.ne.gov

August 10, 2011

Capital Towing, Inc.
101 Charleston Street
Lincoln, NE 68508

To Whom It May Concern,

Over the course of the past year Capital Towing has allowed us to use approximately 50 vehicles for training. LFR personnel have studied, burned, cut apart, and disassembled these vehicles. This practical, hands on training has been invaluable. The Capital Towing personnel have spent considerable time and effort setting up and preparing these vehicles for our use. It would be difficult to calculate the setup and preparation time savings alone to our personnel; not to mention the savings appreciated by the department and the city for the use of these vehicles. LFR highly recommends the cost savings to the department and the city should be considered when determining Capital Towing's future relationship with the city.

Sincerely,

Patrick V. Borer
Assistant Chief of Support Services
Lincoln Fire & Rescue

PB\jm



SOUTHWEST RURAL FIRE PROTECTION DISTRICT

705 West Burnham Street
Lincoln, NE 68522
Phone: (402) 423-0290
Fax: (402) 423-0588
E-mail: chief@swfire.org

August 11, 2011

Ladies and Gentlemen:

Americans have a love affair with vehicles. We are fortunate in this country to have the freedom to purchase any car that we want and take it anywhere we please. Our cars are part of our personal identity. Millions of miles are driven each year for work and play. This equates to a convergence of traffic that sometimes, unfortunately, doesn't end well. 37,000 Americans are killed on our roadways each year. While a great deal of engineering has made our passenger vehicles safer, increased population and a variety of other factors make collisions inevitable.

When these collisions occur, it takes well trained auto extrication practitioners to disentangle victims from the wreckage and get them to a lifesaving surgical suite. Southwest Fire has hosted a vehicle extrication course twice in the past three years that provides intense hands-on training to local emergency service responders in freeing victims from car collisions. The training is scenario-based; it requires extensive use of tools such as the Jaws-of-Life on actual wrecked vehicles. Students learn a variety of techniques on extricating patients from small cars, mini-vans, pickups, trucks, and sport-utility vehicles. The techniques used are mission-focused and can literally make the difference between life and death.

Last year, Capital Towing played a pivotal role in the course. They not only provided us with an area to train; they also bent over backwards in allowing us to utilize 30 of their wrecked vehicles. Their staff was even so kind as to place the vehicles in varying positions in order to provide us with realistic and challenging scenarios. Their participation was critical in ensuring the success of the class.

It is my understanding that the City's contract with Capital Towing is up for renewal this year. I would like to offer my wholehearted endorsement for you to continue utilizing their services. Their encouragement and support of our training in lifesaving activities pays intangible dividends and demonstrates that they are undoubtedly good stewards of humankind. It also means that they demonstrate high moral and ethical standards that are congruent with solid and fiscally responsible business practices. I urge you to give them your every consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Adam T. Powers".

Adam T. Powers
Assistant Fire Chief

Southwest Rural Fire Protection District is an Equal Opportunity Employer (EOE) and a drug-free workplace.

OFFICE OF THE SHERIFF
SEWARD COUNTY
Joseph O. Yocum, Sheriff

261 South 8th Street
Seward, NE 68434

Phone: (402) 643-2359
Fax: (402) 643-4852

To Whom it May Concern:

I am writing this letter on behalf of Capital Towing. We have used Capital Towing for many years and have always had very good service from this company. They have always been very prompt when called to the scene of any accident we have needed them at. The driver's have always been very professional and helpful at all the calls.

Over the past several years we have had the pleasure of working with Capital Towing on many occasions during the winter when the weather was very bad and dangerous on Interstate 80. The drivers have always been safety conscious and helped the deputies by removing the vehicle's as quickly as possible under hazardous conditions.

We have never received any complaints from citizens concerning any vehicle towed by Capital Towing. I have to say out of all the tow companies used by our office capital Towing is one of the best.

Sincerely:


Patrol Sgt Mike Vance 9164
Seward County Sheriff's Office

• JIM PETERSON AUCTION CO •

Real Estate & Personal Property

2208 A Street / Lincoln, NE 68502

(402) 477-2273 / www.petersonauctions.com / Fax: (402) 477-2273

July 25, 2011

Subject: Capital Towing

RE: Contract Renewal for City of Lincoln

To whom it may concern:

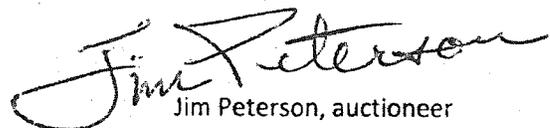
I am writing in support of the City of Lincoln to continue their relationship with Capital Towing for the city's towing and impoundment services. For the past 11 years I have worked closely with the ownership and staff of Capital Towing as my crew and I conduct the auctions for the Lincoln Police Dept. on a mostly monthly basis. I have always found the entire staff of Capital Towing to be accommodating and helpful to me in my 3 to 4 visits per month to the tow lot in preparation for the auction as well as the auction date itself. Never once have I observed anyone associated with Capital Towing to be discourteous or unfair to the public as they conduct the City's business of enforcing parking violations, accident towing, impoundment and related business.

In fact, any displays of discourtesy that I have observed have come from the public. Keep in mind, most people do not choose to do business with a towing company and Capital Towing is the city's enforcement arm for our parking laws and such. The buck stops with them and people are not always in a good mood when they arrive to reclaim their vehicle. But while I am on the scene at their location, I have always thought them to be professional and courteous in spite of the attitudes they must contend with at times.

When it comes to the auction day, on many occasions, they have pointed out something of note about a particular abandoned vehicle up for auction which in turn makes for a better sale price for the vehicle and in turn more money back to the city all without revealing owner identity or any unfairness to anyone involved with the abandoned or unclaimed vehicle.

It is my hope that the City of Lincoln will continue to allow Jim and Sara Schwartztrauber, dba Capital Towing, in part, for the reasons I have described above, to conduct the city's towing business.

Cordially yours,


Jim Peterson, auctioneer



5505 Red Rock Lane
Lincoln, NE 68516
402-323-8046
Fax: 402-323-8041

Jason Peters
Security First Bank
5505 Red Rock Lane
Lincoln, NE 68516
August 8, 2011

To Whom It May Concern:

James and Sara Schwartztrauber/Capital Towing have been banking with Security First Bank for over 20 years. Personally, I have been doing business with the James and Sara for almost 10 years. James and Sara have been financially responsible with their business affairs and have been a pleasure to work with. In my opinion, Capital Towing seems to be in a secure financial position. At this time, neither Capital Towing nor James and Sara have and debts owed to Security First Bank. Prior debts were paid on a timely basis and even ahead of the scheduled amortizations.

If you would like additional information about James and Sara, you can telephone me at (402) 323-8035.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Peters, VP'.

Jason Peters
Vice President
Security First Bank

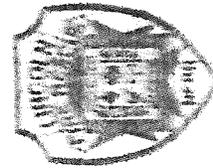
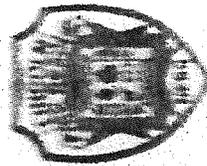
Citizens Certificate of Merit

Awarded to

JIM SCHWARTZTRAUBER

Capital Towing has been an important business contact for Lincoln Fire & Rescue. Owner Jim Schwartztrauber has gone above and beyond in meeting the needs of LFR. Without the help of Jim and his crews we would be unable to deliver the required auto extrication training. The skill and ability of Jim and his crews speak highly of his commitment in serving the community. No matter time or condition, Jim has provided safe work areas and vehicles for training. Because of his commitment, support and service to LFR, we honor Jim tonight.

March 10, 2011



Michael J. ...
Fire Chief

**CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676**

TRANSITION PLAN

Capital towing is the current towing provider for the city of Lincoln. With years of experience there is no need to formulate a plan, as there will be no transition. This is advantageous in many respects in terms of finances, and service to the customers. It would be my expectation that if a transition was to take place, the LPD property department would be forced to invest a significant amount of time, to insure proper procedure is implemented by the new provider.

Robert L. Walla

From: kartdad9@aol.com
Sent: Friday, August 26, 2011 3:20 PM
To: Robert L. Walla
Subject: Re: tow contract

Bob

We will charge items 2-6 on a per-occurrence fee. Any overages, we will work out with the contractor at our expense. We will charge the city \$1.00 per admin fee collected, if it is paid credit card, if it is paid cash, there will be no fee charged.

Thank you for dealing with the water problem when it is appropriate.

Sara

-----Original Message-----

From: Robert L. Walla <rwalla@lincoln.ne.gov>
To: 'kartdad9@aol.com' <kartdad9@aol.com>
Cc: Vince Mejer <vmejer@lincoln.ne.gov>
Sent: Fri, Aug 26, 2011 2:57 pm
Subject: RE: tow contract

Sara,

Please clarify the following information in order for me to continue with an award recommendation.

You will charge a per-occurrence fee as listed in your bid response for Line Items 2-6. (Your comments in the Supplier Notes are being considered as comments, not a deviation from the Unit Measure being requested.)

You will charge \$1.00 per transaction for the proposed \$50 Admin Fee.

FYI - We will address the problem with water runoff into the tow lot with whomever is the Contractor.

Bob

From: kartdad9@aol.com [<mailto:kartdad9@aol.com>]
Sent: Tuesday, August 23, 2011 3:06 PM
To: Robert L. Walla
Subject: tow contract

Bob

Can you give us any idea of what's going on, and where we stand, it would really help if we knew what our next step is.

Thanks
Sara

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

**SPECIFICATIONS
FOR
TOW-IN-SERVICES 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.
- 1.2 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.
 - 1.2.2.1 There is no charge at any time for the towing of any City Owned vehicle.
 - 1.2.3 The number of tows per year is estimated at 2,800 based on the first six months of 2011.
 - 1.2.3.1 The City does not guarantee any number of tows or storage days as part of the awarded contract.
- 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 will be required to enter into a contract for the lease of the City's impound lot at the rate of at least \$66,000 per year.
 - 1.3.2.1 Vendor shall propose their lease rate in the Attribute section of their ebid response.
 - 1.3.2.2 The lease 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.
 - 1.3.2.5 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.
 - 1.3.5 Vendor will pay for all maintenance, upkeep and utility costs for the impound lot.
- 1.4 Vendor must submit copies of any and all contracts it has with other agencies for similar type services.
 - 1.4.1 These contracts must be 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.
 - 1.5.1 This outline must 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.

- 1.7 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 Said sign must be approved by the City prior to installation.
- 1.9 The City will allow the Vendor the opportunity to increase their tow prices if the cost of fuel exceeds \$1.25 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.
- 1.10 Vendor will not be allowed to charge any other fees or charges other than those listed in the Line Items section of the ebid.

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 except when the owner or operator requests that another wrecker be called.
 - 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).
- 2.3 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.
- 2.4 Each Vendor must have a valid, "For Hire License" and a valid, "Special Waste Permit" on the date their bid is submitted and comply with all current regulations per section four (4) of the specifications.
 - 2.4.1 Vendor shall attach copies of the License and Permit to the Response Attachment section of their e-bid response.
- 2.5 As an additional responsibility, the awarded Vendor will be required to collect Parking Ticket Fees owed to the City or Designate and to transfer these monies to the City the following day.
 - 2.5.1 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.
- 2.6 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.

3. **GENERAL CONDITIONS**

- 3.1 These specifications relate to the towing of automobiles, trucks, buses, and like 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 tow will require one tow truck, if more than one is required a detailed explanation shall be on the ticket.
 - 3.2.1.1 If an additional truck is required, it will be charged at the same rate as the first truck.
 - 3.2.1.2 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.
- 3.3 Such orders will arise from various types of legal process.
- 3.4 The Vendor will be, by virtue of a contract, authorized to tow ordered vehicle(s) to the City's impound lot.
- 3.5 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.
- 3.6 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.
- 3.7 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:
 - 3.7.1 Vehicles attached to Vendor's vehicle, but not towed, amount to be paid at the scene.
 - 3.7.2 Passenger cars, small trucks (licensed four (4) tons and less), and trailers (other than semi-trailers and house trailers).
 - 3.7.3 Straight trucks (licensed over four (4) tons).
 - 3.7.4 Over-sized vehicles:
 - 3.7.4.1 Semi-tractor
 - 3.7.4.2 Semi-trailer or house trailer
 - 3.7.4.3 Self-propelled campers or mobile homes
 - 3.7.4.4 Buses
 - 3.7.5 Motorcycles (vehicles capable of being licensed as motorcycle)
 - 3.7.6 Other vehicles (snowmobiles, boats on trailers, etc.)
 - 3.7.7 Whenever position winching is necessary, a per-occurrence fee as indicated on the bid shall be charged.
 - 3.7.8 Whenever snow must be removed from in front of a vehicle to avoid damage to the vehicle a per-occurrence rate shall be charged.
 - 3.7.9 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.
 - 3.7.10 Accident clean up fee as listed in the Line Item section of the ebid response.
 - 3.7.8 Storage rates shall begin 24 hours **after** tow.
 - 3.7.8.1 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.
 - 3.7.8.2 Any vehicle belonging to the City will not be charged a storage fee.
 - 3.7.8.3 LPD has the right to store any type of equipment at the Impound Lot at no cost.
 - 3.7.9 Storage rates for passenger cars and trucks weighing four (4) tons or less shall be bid on a per-occurrence rate.
 - 3.7.10 Storage rates for straight trucks weighing over four (4) tons shall be bid on a per-occurrence rate.

- 3.7.11 Semi-trailers and other oversized vehicles shall be winched and towed on a per-occurrence rate.
 - 3.7.11.1 Storage rates for semi-trailer trucks and other oversized vehicles shall be on a per-occurrence rate.
- 3.7.12 Storage of semi-trailers and other oversized vehicles may be at a place other than the City's Impound lot.
 - 3.7.12.1 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.
- 3.7.13 Storage rates of other vehicles (snowmobiles, boats on trailers, motorcycles, etc.) shall be bid on a per-occurrence rate.
- 3.7.14 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, as such 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 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 \$100.00 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 owner provides the City with a written waiver.
- 3.11 Vendor shall also be responsible for the promulgation of a system (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.
- 3.14 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 normal 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 without being in breach of contract.
 - 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 Contractor shall charge directly to the 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 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.

4.3 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.
- 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 keep and maintain at all times, not less than eight (8) power winch equipped tow trucks 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 Vendor shall attach photos and a detailed list of the equipment that will be used in the performance of the contract to the Response Attachment section of their ebid response.

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

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 the 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.

4.5 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 services 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.

4.6 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 for additional hours 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 advance notice to the Vendor shall be at least two (2) hours.
- 4.6.5 Vendor shall run a criminal history check on all employees and make available to 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.

4.7 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.
 - 4.7.6.1 In the event of a Police hold, items may be removed only upon prior approval of LPD.
- 4.7.7 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 in 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 Accord.**
- 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 companies 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 Salvage
 - 5.3.4.4 Snow Removal Fee
 - 5.3.4.5 Mechanical Service Fee
 - 5.3.4.6 Accident Cleanup Fee
 - 5.3.4.7 Auction Proceeds

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.
 - 6.1.4 The quality of performance of 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.

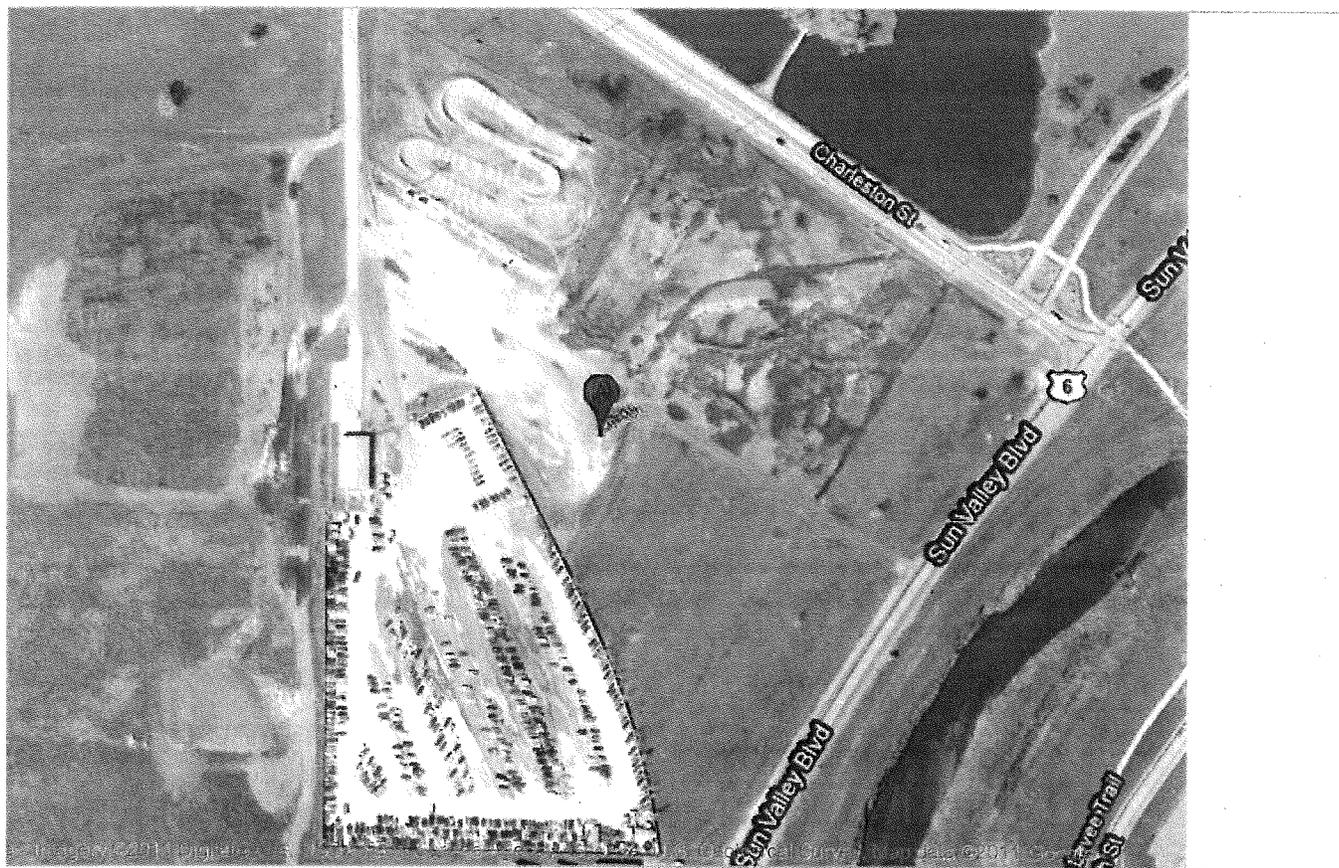
- 6.1.6 The sufficiency of the financial resources and ability of the Vendor to perform the contract or provide the service.
 - 6.1.6.1 If requested by the City, Vendor shall submit a financial statement for the last three years for all towing operations.
- 6.1.7 The quality, availability, and adaptability of the 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 may be attached to the bid.
- 6.1.10 The condition of the property of which the Vendor is currently using to store towed vehicles.
- 6.1.11 The condition of the equipment being proposed for use during the contract period.
- 6.1.12 The City reserves the right to accept or reject any or all bids and to waive irregularities.

7. PROPOSED IMPOUND ADMINISTRATION FEE

- 7.1 The Lincoln City Council is considering an Administrative Fee of \$50 on every tow which is ordered by LPD or a Parking Control Officer.
 - 7.1.1 This fee will be in addition to any towing fees or other fees charged by the Vendor for towing or storage.
 - 7.1.2 Vendor must collect fee from vehicle owner and submit to the City of Lincoln on a monthly basis.
 - 7.1.3 The Chief of Police and Director of Urban Development will manage the accounts for the City.
- 7.2 An attribute has been listed in the Ebid system which allows for your company to charge an extra fee on top of the towing and storage fees for implementing and managing this Administration Fee.
 - 7.2.1 If the fee is approved by the City Council, the amount listed in the Attribute section will be added to the contracted amounts accordingly and executed by the signing of a Contract Amendment following approval by all parties.
 - 7.2.2 If you do not wish to charge extra for the collection and management of these fees, indicate by typing "No Additional Charge" in the Attribute Response section of your ebid response.

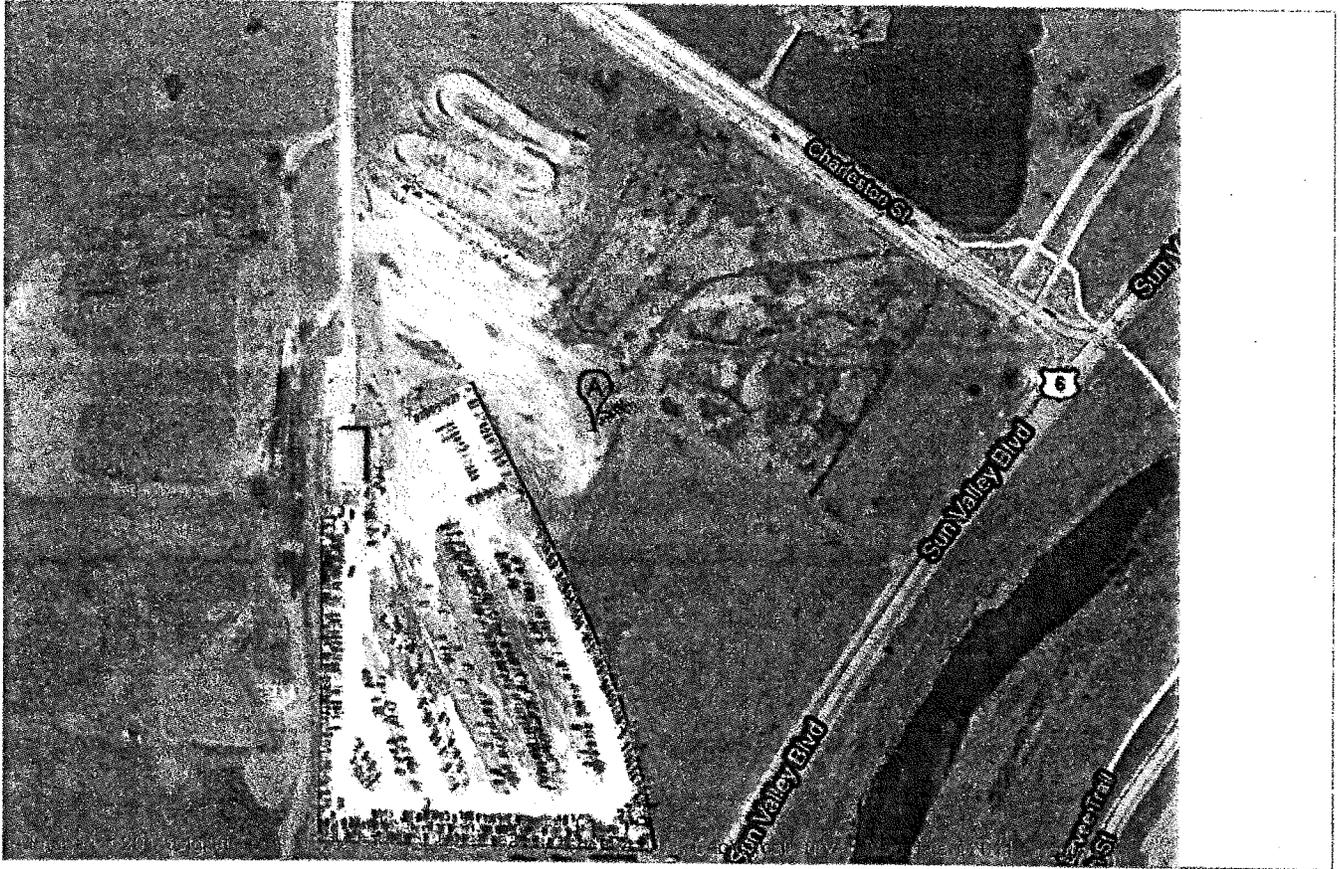
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Google maps

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ADDENDUM #1

Issue Date:07/28/11

SPECIFICATION NO.11-176 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. Are we bidding on the price of the rent at the city impound?

See section 1.3.2 for lease information and the Line Items for the various services required.

2. How do we verify the condition of the property prior to bid takeover?

A site visit can be arranged if you wish to look at the facilities prior to the bid closing. Contact Bob Walla at 402-441-8309 to set up an appointment for a viewing.

3. Is this not essentially a triple net lease?

There is no mention of this term in the specifications.

4. Is the City going to do any renewal of the property? ie. Grading and gravel/ repairs to the building or fencing.

The City will not perform any maintenance since that is a responsibility of the Vendor as outlined in Section 1.3.4 and 1.3.5.. The City will review the condition of the property prior to the conclusion of the current contract and require the current vendor to make any improvements as needed to meet the terms of the current contract.

5. Would the city consider allowing a contractor to use their own lot and not rent from the city?

No.

6. Rent is a minimum of \$5500/month but there are no facilities to store or repair equipment inside and only a minimal amount of space inside the building?

This is not a question.

7. Why does the contract require 8 trucks when the estimated call volume when divided into 280 days is only ten calls in a 24 hour period?

The number of trucks required has been determined to be needed by City staff especially during high volume periods.

8. This contract states all city vehicles towed no charge, this means all medium and heavy duty vehicles, correct?

All City-Owned vehicles that weigh less than 4 tons, including motorcycles, will be towed at no charge. All other City Owned vehicles that fall into the bus, flat bed, semi or trailer categories will be charged at the same rate as listed in the Line Items.

9. How many City vehicles were towed last year? Please break down by light duty, medium duty and heavy duty as per the contract request.

92 Tows - First 6 months of 2011. 183 total for 2010.

10. How many total stalls are in the impound lot?

There are currently 605 vehicles stored in the lot with another 45 vehicles lined up for an auction.

11. A City imposed admin fee may be requested, does this fee apply if a vehicle is not redeemed?

No. Only vehicles that are claimed by the Owner will be charged the Admin fee.

12. How many days of storage were collected for last year?

The total dollar amount of storage fees for 2010 was \$169,757.00. Based on the current storage rate of \$7.00 per day there were approximately 24,251 storage days.

13. How many vehicles were the titles conveyed directly to the contractor last year?

There were 8 salvage titles obtained by the Vendor in 2010.

14. How many vehicles were not redeemed and then auctioned by the city last year?

There were 468 vehicles auctioned in 2010

15. If the University of NE wishes to piggyback, can we please have information as to how many days storage were collected on their behalf as that impacts this contract?

UNL has the option to piggyback but is not committed to the new Contractor. Therefore, your company should not depend on this as additional income as part of your bid.

16. Is the 2800 tows including all accidents, improperly parked and arrests or are those merely one category of another?

2800 tows is the estimated total number of all tows ordered by the City in 2011. This quantity is not guaranteed.

17. The 5% bond, does that need to be calculated on the entire cost of the bid using 2800 as the multiplier or is the city merely requesting 5% of the list of single tow prices.

The 5% bid bond is based on the total dollar amount that you are submitting. Since the Line Item for the tows indicates 2800 tows, the total cost will be your fee times 2800. The other single tow prices will also be added to give a grand total which is your basis for the bid bond due prior to the bid closing.

18. The City will no longer be securing titles on accident vehicles?

The City has never "secured" titles on accident vehicles. That is a responsibility of the Vendor.

19. Position winching is no longer an hourly charge it is now a per-occurrence charge? What of extended time for winching?

The unit of measure for all towing services was changed to per-occurrence with the exception of mechanical fees. Please bid accordingly.

20. Why is the city owned vehicle not allowed storage, and how many have been stored there in the past?

The City owns the lot and does not believe it should pay for storage in space that they own. The primary use of the lot for storage is for vehicles being held for evidence by LPD.

21. LPD may store any equipment they wish at the lot at no charge, has there been or is there now equipment there?

LPD is not aware of any equipment at the lot at this time.

22. The current Vendors rates are listed on the City of Lincoln Purchasing website. Go to lincoln.ne.gov - type contracts in the search box - click search - click Service Contracts - Click T - Click Capital Towing name.

23. A new Line Item has been added to the bid for the Winching Service.

24. Will the City be doing a walk-through with a new contractor if awarded to verify the condition of the property and vehicles to be present when changeover occurs?

Yes, the City and the current Vendor will work with the new Contractor to ensure a seamless transition.

25. Section 2.4 requires proof of a "For Hire License" to be attached to the bid, we cannot find where to obtain this license. Who is responsible for issuing this license?

Following a discussion with DMV this license is no longer required by the County. Any and all other licenses required by Local, State and Federal authorities must be in effect at time of bid closing.

End of Addendum

ADDENDUM #2

Issue Date:08/08/11

SPECIFICATION NO.11-176

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. Due to the changes listed below, the bid date has been extended to Friday, August 12, 2011 at 12:00pm.
2. Line Items 15-21 have been changed to reflect the number of storage days estimated for each type of vehicle. The total number of storage days x the storage day bid amounts will be used in the evaluation of the bid.
Note: The number of Storage Days is only an estimate.
3. The Bid Bond amount has been revised for this bid. A \$5,000.00 bid bond is required with the bid at time of closing. This replaces the 5% bid total amount previously listed in the bid document and specifications.
Note: If you have already processed a Bid Bond in an amount over \$5,000.00, it will be accepted.

End of Addendum

ADDENDUM #3

Issue Date:08/08/11

SPECIFICATION NO.11-176 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. If the University of Nebraska chooses to piggyback on this contract, does the awarded vendor have to accept it? Can you accept the City of Lincoln contract, and decline the contract for the University of Nebraska?

Answer: The Instructions To Bidders reads that other Government entities may piggyback a City contract. If you do not intend to offer this contract to other Government entities you must indicate so in your bid response.

2. At a point last year, the University of Nebraska changed to "booting" vehicles instead of towing them, which resulted in a substantial drop in the amount of vehicles towed. Is the City of Lincoln, i.e. Republic Parking, contemplating the same move? Are they in discussions to begin booting cars for unpaid parking tickets instead of towing them? Which in turn, makes a substantial difference in the amount of vehicles towed.

Answer: No indication was given to Purchasing regarding the use of "Boots" by the Parking Division.

3. In the 2003 towing contract, it is mentioned several times that there will be NO additional charge for the use of "dollies" on a vehicle. There is no such statement in either the specs or the addendum to this contract. Does that indicate that a dolly charge may be added under the mechanical section of the contract?

Answer: The exclusion of a certain procedure or service does not mean that the absence of the procedure or service can be added. Only items listed in the bid response and approved by the City are billable under an awarded contract.

4. If the University of Nebraska does decide to piggyback on this contract, they require three (3) tow trucks, and the City of Lincoln requires eight (8) tow trucks, do the trucks overlap or will it require eleven (11) trucks to fulfill the obligations of both contracts? In addition, if you are to have a truck in reserve to replace a unit which may be out-of-service, per the specs of 11-176, that would take the minimum number of units needed to at least twelve (12) to fulfill both contracts, is this correct? Or, are you allowed to just have eight (8) trucks, and use the same trucks to fill the three (3) trucks required by UNL?

Answer: The requirements listed in this bid are for the City of Lincoln only. There are no exceptions to the Specifications on number of vehicles for the City contract.

5. The bid specs do not state that the vendor must have 24 hour, on-site, personnel, which was in the previous contract. While we understand that it does state that there must be drivers on, and personnel available to tow, and release vehicles as well as allow owners to view vehicles and remove property, again, it does not state that there must be someone on property at all times; 24/7. Is it the intent of the City that there be personnel on-site 24 hours per day? If not, will the vendor be responsible for hiring a security guard at times the office is not open, as to protect the evidence vehicles on property?

Answer: There are several sections in the Specifications that address the staffing of the Impound Lot. The Vendor is responsible for 24/7 security of the lot.

6. Should bid attribute No. 1 read 2800 vehicles instead of 2600, as that is the number given in other areas?

Answer: I believe you are referring to Addendum 1. The number of tows will remain at 2600 as listed in the Line Items.

7. The numbering on the spec sheet is off. Should answers be given by the way it is numbered, or should answers be numbered the correct way?

Answer: Reference to a specific Specification number is not required on the response as long as the information being requested is complete.

8. We understand that the bid tabulation will take into account all totals on the attribute

sheet. I'd like to ask if a company bids over the \$66,000 minimum fee for lease, will that overage then be subtracted from your bid totals?

Answer: The total of the lease amount will be an evaluation consideration.

9. Would you please clarify 3.11 on the spec. sheet?

Answer: The Vendor shall have a system in place that is approved by LPD which can keep track of fees that are in dispute by the Vehicle Owner in cases where the vehicle is released immediately to the Vehicle Owner.

End of Addendum

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor 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 Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.

G. **City included as Insured on Contractor's Policy – Endorsements required.**

The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:

(1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

(2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- a. **PURCHASE ORDER**, unless otherwise noted.
1. This contract shall consist of a City of Lincoln Purchase Order.
 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. **CONTRACT**, unless otherwise noted.
1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.
 4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

23. CITY AUDIT ADVISORY BOARD

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. **E-VERIFY**

24.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

**Advertise 1 time
Friday, July 22, 2011**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed proposals will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Wednesday, August 10, 2011** for providing the following:

**City of Lincoln Vehicle Towing and Storage Services
Bid No. 11-176**

Submitters must be registered on the City/County's E-Bid site in order to respond to the above Proposal. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8309 or (402) 441-7410 or rwalla@lincoln.ne.gov



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name Capital Towing, Inc.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 101 Charleston Street		
City Lincoln	State NE	Zip Code 68508	City Lincoln,	State NE	Zip Code 68508

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax. Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

**sign
here**

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services. Material used for WATER services are taxable per Reg. 066.14A.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Associated Insurance Agents, Inc. (AIA) 2800 Freeway Boulevard Brooklyn Center MN 55430		CONTACT NAME: Associated Insurance Agents PHONE (A/C, H/A, Ext): 763-549-2200 FAX (A/C, H/A, Ext): 763-549-2299 E-MAIL: Address: dhall@associatedagents.com	
INSURED CAPIT-8 Capital Towing, Inc. Lincoln Land Towing dba 101 Charlston Drive Lincoln NE 68504		INSURER(S) AFFORDING COVERAGE INSURER A: ShurPen Group, Inc. INSURER B: Swelt & Crawford INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1201224959 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUHR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT. <input type="checkbox"/> LOC	Y	WPDY0057411	7/15/2011	7/15/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		WPDY0057411	7/15/2011	7/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ EACH OCCURRENCE \$ AGGREGATE \$
P	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N N/A	WCC04080040	7/25/2011	7/25/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. CAOI ACCIDENT \$100,000 E.L. DISEASE EA EMPLOYEE \$200,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Lincoln/ NEBRASKA is added as additional insured under Garage Liability for work done by the insured.

CERTIFICATE HOLDER City of Lincoln/Landcaster 440 S 8th Lincoln NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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