

REQUEST FOR PROPOSALS

City of Lawrence, Indiana



Towing and Recovery Services for the City of Lawrence and Lawrence Police Department

*Request for Proposals Issued: Friday, September 19, 2025
Proposals Due By: 2:00 P.M. EST, Wednesday, October 15, 2025*

REQUEST FOR PROPOSALS GUIDELINES

I. Introduction

The City of Lawrence, by and through its Board of Public Works and Safety ("City" or "Lawrence") and pursuant to City of Lawrence Ordinance § 3-3-5-6 and Ind. Code § 5-22-9, hereby issues its Request for Proposals ("RFP") to request proposals for towing and recovery services for the City of Lawrence and Lawrence Police Department. All proposals shall be submitted to Renea Rafala at 9001 E. 59th Street, Suite 205, Lawrence, IN 46216, on or before **Wednesday, October 15, 2025, at 2:00 p.m. EST**. Additional submission instructions are indicated below.

II. Examination of Documents

Respondents shall carefully and thoroughly examine the contents of this RFP and shall assume the full risk of their own judgments as to the nature, quality, and amount of work to be done, and for the price proposed must assume all risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the work in compliance with this RFP and the final Contract awarded.

III. Questions and Addenda

All questions pertaining to this RFP must be submitted via the form located on the City's website - Project Opportunities at <https://www.cityoflawrence.org/projects>

Questions must be submitted on or before **Thursday, October 9, 2025, at 5:00 p.m. EST**. If a respondent finds conflicts, errors, discrepancies, or ambiguities in the RFP, or if a respondent is in doubt as to the intended meaning of any portion or provision therein, the respondent shall at once give written notice (in the manner indicated above) to the City on or before the deadline listed above. No respondent shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy, or ambiguity of which the respondent had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by this RFP.

No material changes, clarifications, or interpretations of this RFP will be issued except by written or graphic Addenda delivered not less than three (3) business days prior to the proposal submission deadline, and posted on the City of Lawrence's website – Project Opportunities at <https://www.cityoflawrence.org/projects>. All such

Addenda will become a part of this RFP. The City will not be responsible for or bound by any oral or written interpretations or clarifications of this RFP which anyone presumes to make on its behalf, except by the terms of an Addendum issued in accordance with this Section.

IV. Reservation of Rights

The City reserves the right to reject any or all proposals, or to waive any technicalities, discrepancies, informality, or irregularity in any proposal received, and to accept the proposal which is most advantageous to the City of Lawrence, taking into consideration price and other factors set forth herein. The City reserves the right to engage in discussions with, and obtain best and final offers from, responsible respondents who submit proposals determined to be reasonably susceptible of being selected for award. Only one (1) proposal shall be accepted by the City for a Contract award, or all proposals may be rejected.

All proposals shall comply with all conditions, requirements, and specifications contained in this RFP, and any departure may constitute sufficient cause for rejection of a proposal. A respondent's failure to provide all completed documentation and required information may result in its proposal being deemed nonresponsive.

V. Ordinance No. 4, 2017

It is the policy of the City to provide equal opportunity for businesses to compete for contracts, and that the City not unlawfully discriminate against any person or business in the award or execution of any contract for services. Pursuant to Ordinance No. 4, 2017, attached to this RFP as *Exhibit C*, Minority-Owned Business Enterprises (MBE), Woman-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprises (VBE) and Disability-Owned Business Enterprises (DOBE) shall have the maximum feasible opportunity to participate in the performance of contracts, including the Contract awarded as a result of this RFP. Consequently, the City has established the following percentage goals for MBE, WBE, VBE, and DOBE participation in the Contract resulting from this RFP:

- MBE: fifteen percent (15%);
- WBE: eight percent (8%);
- VBE: three percent (3%); and
- DOBE: one percent (1%).

These percentages are aspirational goals and are not quotas or set asides; they are intended to encourage broad participation and reflect the City's commitment to equitable opportunities.

VI. Proposal Submission Instructions

Proposals in response to this RFP are due on or before **Wednesday, October 15, 2025, at 2:00 p.m. EST**. All proposals shall be submitted to the City of Lawrence, Renea Rafala, at 9001 E. 59th Street, Suite 205, Lawrence, IN 46216. Proposals must contain complete responses, be submitted in triplicate (including at least one electronic copy of the proposal on a flash drive or similar storage device) with the official RFP bid form and all required documents, and delivered on or before the date, time and location specified above. All proposals received after that deadline will be returned unopened and will not be considered. The proposals must be received in a sealed envelope with the following information plainly on the face of the envelope: respondent's name and address; and the statement "Request for Proposals- Towing and Recovery Services for the City of Lawrence and Lawrence Police Department." Proposals must be submitted in person or by U.S. mail.

Proposals do not need to be accompanied by a certified check or other evidence of financial responsibility.

All submitted documentation shall be legibly executed in a non-erasable medium, without interlineations, excisions, special conditions, qualifications, or exceptions. Each proposal shall be signed by an individual duly authorized to execute such documents on the respondent's behalf. A proposal executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it.

Submission of a proposal in response to this RFP shall constitute an unconditional agreement and acknowledgement by the respondent to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in this RFP. All aspects of the proposal shall be valid for a period of ninety (90) days following the deadline for the receipt of the proposals.

VII. Miscellaneous Information

Proposals may be withdrawn in person by a respondent during normal hours of business prior to the submission deadline. No proposal may be withdrawn after the

submission deadline, except if provided by law or provided elsewhere in this RFP.

No proposal will be considered from any person, firm, or corporation, who has defaulted in the performance of any contract or agreement with the City, or who has failed to perform satisfactorily on a contract or agreement with the City.

Under Ind. Code § 5-22-9-5, proprietary information included with a proposal, such as trade secrets and financial information, is not required to be made available for public inspection.

Under Ind. Code § 5-22-18-2, when the purchasing agent determines it is in the best interests of the governmental body: (1) a solicitation may be canceled; or (2) offers may be rejected; in whole or in part. The reasons for a cancellation of a solicitation or rejection of offers will be made a part of the contract file.

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RFP-TOWING AND RECOVERY SERVICES

I. Scope of Services

The successful respondent (hereinafter referred to as the “Contractor”) shall provide all towing, recovery, and services for vehicles and equipment impounded by the City of Lawrence Police Department (“LPD”) for all requests made by an authorized representative of LPD within the City limits and beyond the City limits if the Contractor is summoned by an LPD dispatcher or police officer.

- Towing consists of but is not limited to: any and all labor that results from hooking up, hoisting, winching, and towing away a parked vehicle. This includes, but is not limited to, such services as: gaining entry to the vehicle, straightening the front wheel, tying the steering wheel, releasing the brake, and disconnecting the transmission.
- Such services include tow trucks(s), tractor(s), trailer(s), equipment(s), qualified driver(s), and all fuel, maintenance, repairs, permits and any other items or expense or equipment necessary to complete towing services and clean up as required at each scene.
- If a vehicle cannot be towed in a normal fashion, towing includes any and all labor necessary to “float” the vehicle.
- When summoned by an LPD dispatcher or police officer to the scene of an accident, the Contractor shall tow the vehicle to any destination selected by the owner or operator thereof, unless such person is unable to state a location due to injury or arrest, or the owner or operator does not care to state the location to which the vehicle is to be removed. If such disability does exist or the owner or operator of the vehicle does not state a desired destination, the Contractor shall tow and remove such vehicle to the Contractor's authorized storage lot or facility, or, at the request of LPD, to any City-owned facility designated by the LPD officer at the scene.
- The Contractor knows and understands that when an accident occurs, and in the opinion of the investigating officer on the scene, a traffic hazard exists, then the owner or operator of a vehicle may select a wrecker of his or her own choice to remove the vehicle if that wrecker can arrive on the scene within twenty (20) minutes after being summoned. If the investigating police officer

determines that no traffic hazard exists, then the owner or operator of a vehicle may select a wrecker of his or her own choice without the response time requirement.

- The Contractor shall not proceed to, or arrive at the scene of an accident, for the purpose of attempting to secure a tow without first being summoned to that location by an LPD dispatcher or a police officer.
- When summoned to the scene of an accident for the purpose of towing a vehicle, the Contractor shall clean, sweep up and collect all debris from the street and surrounding public premises caused by the accident, including but not limited to: auto body parts, trash, debris or any fluids leaked (such as oil, radiator & transmission fluids).
- The Contractor shall use dollies if the vehicle is mechanically disabled to the extent that it can't be towed, if it is the standard method for towing per manufacturer recommendations, or if the investigating officer on the scene requests the use of dollies at any accident scene.
- Any impounded vehicle shall be held and protected at the Contractor's authorized storage lot or at a storage lot designated by LPD if applicable, until it is either claimed by the owner or otherwise disposed of pursuant to applicable law.
- The Contractor shall be open for operation and provide the services provided in the resulting Contract on a twenty-four (24) hours per day, seven (7) days per week basis.
- No guaranteed minimum or maximum quantities are either stated or implied by this RFP or the resulting Contract.
- The Contractor shall provide emergency road services for LPD vehicles and other City-owned vehicles upon request, including assistance with changing tires, and shall be willing to transport disabled LPD or other City-owned vehicles to a repair shop of the City's choosing. The Contractor shall submit a monthly invoice to City for all services provided for LPD or other City-owned vehicles.
- The Contractor shall assist in the reconstruction of accidents when requested by LPD, and be available, upon request, to testify in court.

- The Contractor shall agree to allow cancellation of service calls at no charge to the City or to the vehicle owner.
- The Contractor shall agree to verify proof of ownership through photo ID and proof of insurance in order to release police impounded vehicles. If the owner of the vehicle fails to provide proof of insurance, the vehicle is allowed to be towed out on a flatbed Tow Truck. If someone other than the owner of the vehicle is requesting a vehicle to be released, the respondent must provide notarized documentation from the owner giving that person the authority to obtain the vehicle. All vehicles that are released shall have the following documents copied and attached to the release packet:
 - Proof of Insurance;
 - Vehicle Registration;
 - Photo Identification (State or Government provided ID);
 - Lawrence Police Department Lock-UP Consent for vehicle release (if applicable); and
 - Power of Attorney (if applicable).
- If the owner's driver's license is suspended, he/she must have a second licensed driver to obtain a vehicle release providing he/she has submitted proper owner documentation.
- The Contractor shall not release any vehicle towed under the scope of this RFP unless it has first received written confirmation from the City that all fines, costs, and fees owed to the City have been paid to the City.
- The Contractor will report daily all police impounded vehicles for traffic related, abandoned, and accident impounds to the Lawrence Police Department Records Division.
- Information for each impounded vehicle will include the following:
 - Year
 - Make
 - Model
 - Color
 - Location of Impound
 - Officers ID or badge number
 - Time of Impound

- Last 6 digits of the VIN
- The Contractor must preserve all vehicles, parts and equipment removed from the scene when requested by an LPD dispatcher, officer, or authorized representative. For all items removed from the scene for evidentiary or investigative reasons by LPD dispatchers, officers or authorized representatives, release of the vehicle must be authorized by the Chief of Police or his designee for release. Other vehicles may be released without formal authorization from the Chief of Police or his designee.

II. Term of Contract

The term of a Contract resulting from this RFP shall be two (2) years and shall commence upon execution of the Contract. The Contractor must be able to begin towing for the City/LPD immediately upon execution of the Contract.

III. Required Hours of Operation

The Contractor shall be open for operation and provide the services included in this RFP and the resulting Contract twenty-four (24) hour per day, seven (7) days per week, regardless of any federal or state holidays.

IV. Towing & Recovery Services

The Contractor will provide services on an as needed basis, when summoned by an LPD dispatcher or police officer to the scene. The Contractor shall impound or remove vehicles, equipment, and property from the scene to the Contractor's storage facility or other designated facility identified by an LPD dispatcher, officer, or City agent.

V. Facility

The Contractor shall have access to and shall maintain an adequate outdoor storage lot for the secure storage and safekeeping of vehicles towed at the request of an LPD dispatcher or any LPD police officer. Such outside lot shall be large enough in area to store fifty (50) vehicles. In addition, the Contractor shall have access to and shall maintain a secure inside storage facility large enough to store four (4) vehicles when LPD deems that secure inside storage is necessary for the preservation of evidence.

The Contractor agrees to ensure that its storage lots and offices are accessible to

the public and are in compliance with Title III of the Americans with Disabilities Act of 1990. Failure to comply with the Americans with Disabilities Act will be cause for the City's termination of the Contract.

The Contractor shall provide a safe place on its premises for securing items of personal property that are found inside an impounded vehicle towed to its storage lot and shall maintain a procedure for properly identifying such property as belonging to any certain vehicle being stored.

VI. Equipment Specifications

The Contractor shall agree to keep and maintain a minimum of the following equipment, to be available for use by the City at all times:

- Five (5) tow trucks from 7:00 am to 11:00 pm and a minimum of three (3) tow trucks from 11:00 pm to 7:00 am with a towing capacity up to and including twenty-six thousand (26,000) pounds GVW;
- At least one tow truck will be a "flatbed" tow truck or have other equipment necessary to "float" or tow a vehicle unable to be towed on its own tires/wheels; and
- The Contractor must also have one (1) fifty (50) ton or larger rotator (heavy wrecker) or have access to this through an agreement with another towing company.

The Contractor agrees to maintain all units in good operating condition at its own expense. The name and address of the Contractor shall be clearly displayed on both sides of all of its tow trucks and other towing equipment. Further, each tow truck will be equipped with the following:

- Two-way system operating on a commercial frequency for the sole purpose of communicating with the towing company's base station;
- All equipment required to clean up debris at the scene (tractors, trailers, street sweepers, etc.); and
- All items required to clean up debris at the scene (brooms, shovels, buckets, eighty (80) pounds oil dry, lifting slings, etc.)

The Contractor must also maintain current vehicle registrations and permits, at all times.

VII. Towing City of Lawrence Owned or Leased Vehicles

The Contractor must tow all City of Lawrence vehicles not exceeding one and a half (1 ½) tons gross vehicle weight (GVW) free of charge to the designated repair facility as requested by a City dispatcher, officer, or authorized representative. All vehicles exceeding one and a half (1 ½) tons GVW will be billed at the rate established by the City and the Contractor, to be included in the Contract.

The Contractor shall provide City of Lawrence Fire Department, upon request, abandoned vehicles with no resale value for the purposes of training on vehicle extrication. The Contractor shall deliver the vehicles to the City of Lawrence Fire Department training tower, and retrieve the vehicles upon completion of the training, all at no cost to the City.

VIII. Response Time; Emergency and Inclement Weather

The Contractor shall, at all times, have a sufficient number of wrecker drivers, dispatchers and other needed personnel and towing equipment either on duty or on immediate call at all times to sufficiently respond to any request from a LPD dispatcher or police officer for towing services within the required response time and release a vehicle to the proper owner or authorized person.

The Contractor must be able to provide all services listed in this RFP and the resulting Contract during emergencies and inclement weather. If the Contractor fails to respond within twenty (20) minutes to an emergency, the City has the right to contact another company to provide such services, and the Contractor cannot charge for a cancelled run.

IX. Drivers/Driver Licensing

The Contractor shall employ sufficiently licensed, qualified, and competent personnel to perform towing services at the levels specified in the awarded Contract. Personnel must be qualified operators in rigging and small environmental spill mitigation. All tow truck drivers must maintain a valid Indiana driver's license sufficient to drive each designated truck. The City and LPD reserve the right to require proof of valid drivers' licenses.

The Contractor is responsible for performing criminal background checks on all its employees. Drivers must be free of any felony violations of any federal or state law. Drivers convicted of vehicle anti-theft laws (or similar statutes of other states) of any state within the last five (5) years will be eliminated from operating a tow vehicle under

the Contract. Drivers who have suspended or revoked licenses in any state are prohibited from operating a vehicle in the City.

No Contractor personnel, while on duty or towing a vehicle authorized by a LPD dispatcher or police officer, shall be under the influence of any alcoholic beverage, drug, narcotic, controlled substance, or prescription medicine that impairs the mental and/or physical capabilities of that person. Contractor personnel shall abide by and obey all traffic laws, ordinances and orders of any law enforcement officers while going to, while at and upon leaving the scene of a summoned tow.

All Contractor personnel shall make reasonable efforts to be courteous to and cooperative with members of the public who arrive at the lot for the purpose of obtaining a release of their impounded vehicle. Upon the vehicle's owner's request, such personnel shall assist the owner in removing his or her vehicle by changing flat tires or charging dead batteries. Owners may be charged a reasonable fee for those or other services (the amount of which must be receipted to both the owner and the City in the same manner as towing and storage fees are to be receipted).

All Contractor personnel shall be fully cooperative with LPD, the City Controller, or his or her designee.

The City reserves the right to request drug testing/screening at no additional cost to the City for all Contractor employees by a certified laboratory of drug testing for each employee. In addition, the City reserves the right to request additional drug screens for Contractor employees for reasonable cause and any employee that tests positive on any drug screen(s) shall immediately be dismissed.

The Contractor shall affirm via an attached affidavit, pursuant to Ind. Code § 22-5-1.7-11, that Contractor does not knowingly employ an unauthorized alien and has enrolled and is participating in the E-Verify program. The Contractor is not required to participate should the E-Verify program cease to exist. The Contractor agrees to provide documentation demonstrating that Contractor has enrolled and is participating in the E-Verify program. The City may terminate the Contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified.

X. Records

The Contractor shall agree to maintain transparent real time records required by the City. The Contractor will agree to maintain electronic access twenty (24) hours a

day, seven (7) days a week for the City of the following records: real time inventory of all vehicles/equipment impounded to which includes the following:

- Pricing document for each service: tow, clean up, notification and storage fees.
- Pictures documenting each vehicle/equipment prior to preparing vehicle for tow.
- Pictures documenting each vehicle/equipment stored at the final destination.
- Documentation establishing owner(s) identity via vehicle title or vehicle registrations showing owner/lienholder and, driver license copy.
- Documentation of Lawrence/LPD release paperwork.

At the time of release of vehicle, the Contractor will provide a written release stating the date of such release, together with the charges enumerated thereon and the purposes for which the charges were made. The original will be signed by the Contractor and the owner and scanned into the electronic system. The original goes to the owner, and the Contractor will maintain the electronic version which allows immediate access by LPD twenty-four (24) hours a day, seven (7) days a week.

The Contractor agrees to train LPD employees at no charge.

XI. Charges for Operation:

The Contractor shall carry all charges for towing services (tow, storage and clean up charges) on account until the sale or other proper disposition of such vehicle. In the event the owner does not reclaim the vehicle prior to the sale at auction, the Contractor shall be reimbursed from the proceeds of the sale, except that the reimbursement for any one vehicle may not exceed that amount actually realized from the sale of that vehicle. The salvage rights to the vehicle put up for auction, but which receive no bids, shall belong to the Contractor.

The applicable state law relevant to the RFP and resulting Contract can be found at Ind. Code § 9-22-1. The applicable Lawrence Municipal Code provisions can be found at § 3-3-5. To the extent that any provisions of this RFP or the resulting Contract conflict with state law, state law (including Ind. Code § 9-22-1) shall control. All charges shall be assessed in accordance with the amounts set forth in the Lawrence Municipal Code and state law, which are subject to change. In addition to the fees set forth therein, the Contractor will remit an administrative fee to the City of Lawrence for all police impounded vehicles (abandoned, officer initiated impound, accidents, traffic hazard, etc.). Each respondent shall, with its proposal, provide a proposed administrative fee- with forty dollars (\$40.00) being the minimum acceptable administrative fee. Fees shall be remitted to the City of Lawrence Controller no later than the 15th day of the following

month.

Vehicles shall be disposed of pursuant to Ind. Code § 9-22-1-13 and all other applicable laws and regulations. A vehicle impounded pursuant to the Contract is considered abandoned if it is not claimed or redeemed by the owner or the owner's agent within thirty (30) days of its removal and the vehicle may be sold at public auction. The Contractor shall be entitled to receive a total of towing and accumulated storage fees, not to exceed the value of the vehicle at auction. The salvage rights to the vehicle put up for auction, but which receive no bids, shall belong to the Contractor.

The Contractor shall prepare and maintain invoices and receipts evidencing the fees and charges paid and received for vehicles sold at auction and make said invoices and receipts available for inspection by the City upon request.

XII. Storage of Impounded Vehicles/Equipment

Any impounded unit is considered to be in the custody of LPD during the time it is impounded and until it is reclaimed. The Contractor shall not allow any work to be performed on any vehicle, nor permit anyone else to do any work on any work on any vehicle.

The Contractor shall not permit the owner(s) or any other person(s) to take or remove from the vehicle, any items, possessions or parts contained in or on the vehicle, or change or repair any parts.

When authorized by LPD, the Contractor shall release all vehicles to the owner(s) without any other charges other than the towing, impounding, clean up, notification and storage fees.

All vehicles which have been involved in criminal proceedings and are designated by LPD as being held for that reason, shall be held and stored, when applicable, in inside storage (cold or heated).

XIII. Vehicle Damages

The Contractor is responsible for the reimbursement of vehicle damages during the towing and storage process to the owner of the vehicle. Dispute resolution is a matter solely between the Contractor and vehicle owner. Ordinary claim and remedy procedures apply.

XIV. Insurance

The Contractor shall maintain in full force for the duration of the Contract, the insurance indicated below. Failure to maintain such insurance may, at the City's discretion, result in termination of the Contract.

- Certificate of Insurance- the Contractor will provide a COI to Lawrence (LPD and City of Lawrence Controller) indicating coverage and co-naming the City as an additional insured. The certificates shall also provide for 90 days advance written notice of cancellation of any coverage obtained under the terms of this Agreement.
- Comprehensive General Liability Insurance
 - \$1,000,000.00 per occurrence
 - \$3,000,000.00 general aggregate
- Automobile Liability Insurance – An amount not less than \$1,000,000.00
 - The coverage extends to cover hire and non-owned vehicles.
- Umbrella or Excess Liability Insurance
 - \$1,000,000.00 per occurrence
 - An amount not less than aggregate \$2,000,000.00
- Worker's Compensation Insurance – An amount no less than statutorily required limits.

XV. Indemnification, Legal, and Safety

The Contractor shall hold harmless and indemnify the City of Lawrence, Lawrence Police Department, and its officers, representatives, elected and appointed officials, and employees from and against all lawsuits, damages, losses, claims, including reasonable attorney's fees and costs and expenses related to the work performed under this RFP and resulting Contract. At all times, the Contractor is an independent contractor and shall in no way be construed as an employee of the City and/or LPD.

The Contractor shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that pertain to towing and recovery services for vehicles and equipment under this RFP. The Contractor must perform all duties in accordance with the OSHA (Occupational Safety & Health Act), which "guarantees workers the right to a safe and healthful workplace". OSHA requires that the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees". If the Contractor is in violation of any laws or ordinances, the City reserves the right to reject any proposal, cancel any contract, and

pursue legal actions.

Under Ind. Code § 22-5-1.7-11, the awarded Contract will contain (1) a provision requiring the Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program, and (2) a provision that provides that the Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.

Under Ind. Code § 22-9-1-10, the awarded Contract will contain a provision requiring the Contractor and its subcontractors not to discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

Under Ind. Code § 5-22-16.5, a person placed on the list of persons engaged in investment activities in Iran shall be considered non-responsible for purposes of submitting a proposal in response to this Request for Proposals.

The Contractor shall agree that it will not discriminate on the basis of race, color, religion, creed, political ideas, sex, sexual orientation, gender, age, marital status, physical or mental disability, national origin, other class protected by state and/or federal law. All hiring by the Contractor of persons performing this Contract will be on the basis of merit and qualification.

The Contractor, at its own expense, must maintain and obtain all permits & licenses which may be required to complete the services outlined in this RFP.

Prevention of accidents and jobsite safety shall be the sole responsibility of the Contractor and its subcontractors, agents, and employees. The Contractor shall ensure that their personnel, sub-contractors and agents comply with all federal, state, county, city and local laws and ordinances which include but are not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety & Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

XVI. Amendment and Termination

The Contract resulting from this RFP may be amended only by written consent executed by the City and the Contractor.

The Contractor will agree to the following terms and conditions regarding termination and amendment. The Contract may be terminated subject to the following conditions:

- **With Cause:** If at any time either party determines that the other party has defaulted on the contract, the aggrieved party may give written notice to the defaulting party of the deficiencies claimed. If the defaulting party does not correct the deficiencies in a reasonable period specified in the default notice, the aggrieved may, with no further notice, declare this Contract to be terminated in whole or part.
- **Without Cause:** At any time during the term of this Agreement, either party may terminate this Agreement by giving written notice thereof to the other party at least ninety (90) days prior to the effective date of termination.
- **After Termination:** If the Contract is terminated either with or without cause by either party, the vehicles that are currently in the care and possession of the Contractor at the time of termination will remain with the Contractor until such time the vehicle is released to its owner or sold at auction. Upon the disposition of each vehicle either by release or via auction, the Contractor is required to remit the administrative fee to the City. Additionally, the Contractor will provide a monthly report in writing to the City of all vehicles that remain in its care and possession of until such time there are no vehicles remaining. The Contractor will advise the City in writing when there are no vehicles remaining in its care and possession.
- Vehicles that have been placed on an investigative hold through a written or verbal order or request from the Lawrence Police Department shall be transported by the Contractor at the Contractor's expense to a location identified by the Lawrence Police Department and provided to the Contractor.

PROPOSAL CRITERIA AND EVALUATION

The following factors and criteria will be used in evaluating the proposals:

1. Technical competence, years in business.
2. A fleet of trucks adequate to perform services required.
3. Ability to respond within 20 minutes to any location in the City of Lawrence.
4. Ability to provide service 24/7, 365 days a year.
5. Ability to remove debris and liquids left by the vehicle.
6. Ability to provide a safe and secure yard for storage of vehicles towed.
7. Proof of adequate insurance for all aspects of the business.
8. Cost of equipment and services.
9. Thoroughness and clear description of qualifications and ability to meet the needs of the City.
10. Compliance with other requirements contained herein.
11. The proposed administrative fee.

Relative Importance of Price and Other Factors

In evaluating proposals, emphasis will be placed on administrative fees and each firm's ability to respond within 20 minutes to any location within the City of Lawrence, as well as the ability to provide services 24/7, 365 days per year.

Proposal/Qualification Requirements

A proposal should consist of the completed attached forms- Applicant Qualification Information, Official RFP Bid Form, Statement of Qualifications, E-Verify Affidavit, and Combination Agreement/Affirmation. In addition, a proposal should include a brief description of the respondent's qualifications; the respondent's current financial position; a list of current tow trucks available for field use; location and security of storage yard(s); insurance policies; and a brief description of the respondent's procedures for retrieval of vehicles by owners, as well as any other information that a respondent determines beneficial to its proposal.

Applicant Qualification Information:

Name of Business:_____

Physical Street Address:_____

Physical City, State and Zip

Code:_____

Mailing Address:_____

Mailing City, State and Zip

Code:_____

Business Phone Number:_____

Emergency Phone Number :_____

Business Type: Sole Proprietor_____ Partnership_____ Corporation_____

Limited Liability Company_____

Franchise or Parent Company, if applicable:_____

List all Partners, Managers, and Corporate Officers

Name	Title	Residence	Phone & Email
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Days of
Operation:_____

Business

Hours:_____

Number of Employees:

Supervisors:_____

Drivers:_____

Office Personnel:_____

Official RFP Bid Form

Item:	Cost:
Light Duty Towing	
Daily Vehicle Light Duty Storage Outside	
Daily Vehicle Light Duty Storage Inside	
Vehicle Relocation Light Duty Towing	
Site Clean Up/Standby – Labor	
Light Duty Winching	
Owner Notification	
Mileage Outside City Limits	
Dolly Use	
Heavy Duty Towing	
Daily Vehicle Heavy Duty Storage Outside	
Daily Vehicle Heavy Duty Storage Inside	
Vehicle Relocation Heavy Duty Towing	
Site Clean Up/Standby - Labor	
Heavy Duty Winching	
Owner Notification	
Mileage Outside City Limits	

Please see Lawrence Municipal Code § 3-3-5-5 for fees and charges established by the Lawrence Common Council which are subject to change. It is anticipated, but ultimately dependent upon the adoption of an ordinance amendment by the Lawrence Common Council, that such fees and charges will be increased prior to the conclusion of fiscal year 2025.

Company: _____

Address: _____

Contact Printed Name: _____

Contact Title: _____

Contact

Signature: _____

Date: _____

Upon signature above, the person is certifying that they are the responsible party within the organization that is legally authorized to sign on behalf of the company.

Statement of Qualifications

Statement of Qualifications should include the municipalities or similar customers for which the Contractor provides (or has provided) towing services for, including names and phone numbers of contact persons.

Organization	Contact Person	Phone Number	Work Contracted

EXHIBIT A
E-VERIFY AFFIDAVIT

Pursuant to Ind. Code § 22-5-1.7-11, _____ by entering into a contract with the City of Lawrence, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. _____ is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

By executing below, the undersigned affirms that _____ does not knowingly employ an unauthorized alien and further affirms that, prior to entering into a contract with the City of Lawrence (if selected pursuant to the RFP), _____ will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Respondent: _____

By (signature): _____

Printed name: _____

Title: _____

EXHIBIT B
COMBINATION/AGREEMENT AFFIRMATION

The undersigned affirms, under penalties for perjury, that the undersigned has not (nor has any other member, representative, or agent of the firm, company, partnership, or corporation represented by the undersigned) entered into any combination, collusion, or agreement with any person relative to the price to be offered by anyone, to prevent a person from making an offer, or to induce a person to refrain from making an offer. The undersigned affirms that this offer is made without reference to any other offer and without agreement, understanding, or combination with any other person in reference to such offer.

The undersigned further states that no person or persons, firms, or corporation has, have, or will receive (directly or indirectly) any rebate, fee, gift, commission, or thing of value on account of such offer.

Respondent: _____

By (signature): _____

Printed name: _____

Title: _____

EXHIBIT C

ORDINANCE NO. 4, 2017

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LAWRENCE, INDIANA ESTABLISHING A POLICY TO PROMOTE UTILIZATION OF MINORITY-OWNED, WOMEN-OWNED, VETERAN-OWNED AND DISABILITY-OWNED BUSINESS ENTERPRISES FOR PUBLIC WORKS PROJECTS, PROCUREMENT OF GOODS, AND SERVICES IN THE CITY OF LAWRENCE

WHEREAS, the City of Lawrence, Indiana (the "City") welcomes and promotes diversity among its citizens and businesses, and affirms its commitment to diversity in all areas of the City; and

WHEREAS, the City recognizes that effective government operations should reflect the diversity of the individuals and entities the City serves; and

WHEREAS, it is the policy of the City to provide an equal opportunity for all businesses to participate in the City's contracting process for public works projects, procurement of goods, and services; and

WHEREAS, the City should actively promote the increased utilization of minority-owned, women-owned, veteran-owned and disability-owned businesses in contracting for public works projects, procurement of goods, and services.

NOW THEREFORE, BE IT ORDAINED, by the Common Council of the City of Lawrence, Indiana that:

SECTION 1. It has long been the policy of the City of Lawrence, Indiana to provide equal opportunity for any business to compete for City contracts, and that the City not unlawfully discriminate against any person or business in the award or execution of any contract for public works projects, procurement of goods, and services.

SECTION 2. In an effort to promote an environment of inclusion in the community, the City intends to meaningfully increase opportunities for the participation by minority-owned, women-owned, veteran-owned and disability-owned businesses in City public works projects, procurement of goods, and services. Therefore, it is hereby formally declared as a policy of the City to promote participation of existing and operating Minority-Owned Business Enterprises, Woman-Owned Business Enterprises, Veteran-Owned Business Enterprises, and Disability-Owned Business Enterprises in the procurement and contracting processes for public works projects, procurement of goods, and services. These goals should be achievable through reasonable and good faith efforts.

SECTION 3. The term "Minority-Owned Business Enterprise" means any minority-owned business which has been certified by the Indiana Department of Administration's Minority and Women's Business Enterprises Division under the requirements of IC § 4-13-16.5 and 25 IAC 5.

SECTION 4. The term "Woman-Owned Business Enterprise" means any woman-owned business which has been certified by the Indiana Department of Administration's Minority and Women's Business Enterprises Division under the requirements of IC 4-13-16.5 and 25 IAC 5.

SECTION 5. The term "Veteran-Owned Business Enterprise" means any veteran-owned business which has been registered with the U.S. Department of Veterans Affairs' Office of Small & Disadvantaged Business Utilization, or certified by the Indiana Department of Administration under the requirements of IC 5-22-14.5-3.5 and 25 IAC 9.

SECTION 6. The term "Disability-Owned Business Enterprise" means any business enterprise that is at least fifty-one percent (51%) owned and controlled by a socially disadvantaged individual or individuals, and certified by the City of Indianapolis' Office of Disability Affairs.

SECTION 7. It is the policy of the City to strive to achieve the following goals:

- (1) To utilize Minority-Owned Business Enterprises for public works projects, procurement of goods, and services for the City in a dollar amount equal to at least fifteen (15) percent of monies spent by the City.
- (2) To utilize Woman-Owned Business Enterprises for public works projects, procurement of goods, and services for the City in a dollar amount equal to at least eight (8) percent of monies spent by the City.
- (3) To utilize Veteran-Owned Business Enterprises for public works projects, procurement of goods, and services for the City in a dollar amount equal to at least three (3) percent of monies spent by the City.
- (4) To utilize Disability-Owned Business Enterprises for public works projects, procurement of goods, and services for the City in a dollar amount equal to at least one (1) percent of monies spent by the City.

SECTION 8. Beginning in 2017, on August 1st of each year, the Mayor (or the Mayor's designee) shall provide a report summarizing Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, Veteran-Owned Business Enterprise, and Disability-Owned Business Enterprise participation in public works contracts during the current and prior fiscal year to the Common Council.

SECTION 9. In the event any one or more of the provisions contained in this Ordinance should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and shall remain in full force and effect, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as a part of this Ordinance that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

SECTION 10. All ordinances or parts thereof in conflict with the terms and conditions of this Ordinance are hereby repealed and replaced to the extent of the conflict.

SECTION 11. This Ordinance shall be in full force and effect from and after its passage and compliance with Ind. Code § 36-3-4-14.

ADOPTED this 19th day of April, 2017.

Attest:

Kathleen A. Walton
Kathleen A. Walton,
City Clerk

Joseph William
Presiding Officer

Presented by me to the Mayor of the City of Lawrence, Indiana, this 19th day of April, 2017.

Kathleen A. Walton
Kathleen A. Walton, City Clerk

Presented to me and signed this 19 day of April, 2017.

Steven K. Collier
Steven K. Collier, Mayor