

REQUEST FOR PROPOSAL (RFP)
Towing & Recovery Services
for
the City of Lawrence, Marion County, Indiana and
the Lawrence Police Department

ISSUED: May 19, 2021

PROPOSAL DEADLINE:

June 14, 2021

4:00 pm (eastern)

RFP GUIDELINES

The City of Lawrence, by and through its Board of Public Works and Safety, (collectively the “City” or “Lawrence”) is requesting proposals for the Lawrence Police Department Towing and Recovery services contract. The proposals shall be submitted to the City of Lawrence, Office of the Controller, Attention: City Controller/Deputy Mayor Jason Fenwick, 9001 E. 59th Street, #300, Lawrence, IN 46216, on or before June 14, 2021 at 4:00 pm eastern.

Proposals must contain complete responses, be submitted in triplicate with the official RFP bid form 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.

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

All questions pertaining to the RFP for Towing & Recovery Services must be submitted in writing to:

RFP Proposal Contact: Deputy Chief Curtis Bigsbee
RFP Proposal Email: cbigsbee@cityoflawrence.org

Questions must be submitted by June 11, 2021 at 12:00 pm eastern.

Responses to timely questions will be responded to within 24 hours (excluding holidays and weekends).

Any changes to the RFP will be in the form of an addendum and posted on the City of Lawrence’s website, www.cityoflawrence.org.

Lawrence 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.

Lawrence reserves the right to engage in discussions with, and obtain best and final offers from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

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.

Lawrence does not discriminate in admission, access to, treatment, or employment in its programs and activities.

Towing and Recovery Services RFP

Scope of Services:

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 Contractor is summoned by 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 of 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 the LPD dispatcher or police officer to the scene of an accident, 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, Contractor shall tow and remove such vehicle to 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.
- 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.

- 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 the LPD dispatcher or a police officer.
- When summoned to the scene of an accident for the purpose of towing a vehicle, 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 part, trash, debris or any fluids leaked (such as oil, radiator & transmission fluids).
- Contractor shall use dollies if the vehicle is mechanically disabled to the extent 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 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.
- Contractor shall be open for operation and provide the services provided in this Agreement on a twenty-four (24) hours per day, seven (7) days per week basis.
- No guaranteed minimum or maximum purchase quantities are either stated or implied by this Agreement.
- Contractor shall provide emergency road services for LPD vehicles and other City-owned vehicles upon request, and be willing to transport disabled LPD or other City-owned vehicles to a repair shop of the City's choosing. Contractor shall submit a monthly invoice to City for all services provided to LPD or other City-owned vehicles.
- Contractor shall assist in the reconstruction of accidents when requested by LPD, and be available, upon request, to testify in court.
- Contractor agrees to allow cancellation of service calls at no charge to the City or to the vehicle owner.
- Contractor agrees 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)
 - Power of Attorney (if applicable)
- If the owner's driver's licenses is suspended, he/she must have a second licensed driver to obtain a vehicle release providing he/she have submitted proper owner documentation.
 - 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.
 - 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
 - Contractor must preserve all vehicles, parts and equipment removed from the scene when requested by 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.

Indemnification:

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

Legal:

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 proposal. 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 Lawrence reserves the right to reject any bid, cancel any contract, and pursue legal actions.

Safety:

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, subcontractors 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.

Term of Agreement:

The term of this Agreement shall be two (2) years and shall commence upon execution.

Hours of Operation:

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

Towing & Recovery Services:

Contractor will provide services on an as needed basis, when summoned by a 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 a LPD dispatcher, officer or City agent.

Facility:

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 the LPD dispatcher or any LPD police officer. Such outside lot shall be large enough in area to store 50 vehicles. In addition, Contractor shall have access to and shall maintain a secured inside storage facility large enough to store four vehicles when LPD deems that secure inside storage is necessary for the preservation of evidence.

Contractor agrees to ensure that its storage lots and offices that 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 termination of this Contract.

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.

Tow Truck Specifications:

Available for use by the City at all times, the Contractor agrees to keep a minimum of:

- 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 fifty (50) ton or larger rotator (heavy wrecker) or have access to this through an agreement with another towing company.
- Contractor agrees to maintain all units in good operating condition at its own expense.
- The name and address of Contractor shall be clearly displayed on both sides of all of its tow trucks and other towing equipment.

Tow Truck Equipment:

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
- All items required to clean up debris at the scene:

- Brooms, shovels, buckets, eighty (80) pounds oil dry, lifting slings.

Vehicle Licensing:

Contractor will maintain current vehicle registrations and permits, at all times.

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 Lawrence dispatcher, officer or authorized representative. All vehicles exceeding one and a half (1 ½) tons GVW will be billed at the rate established in the contract.

Contractor shall provide City of Lawrence Fire Department, upon request, abandoned vehicles with no resale value for the purposes of training on vehicle extrication. 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.

Emergency and Inclement Weather

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

Driver/Driver Licensing:

Contractor shall employ sufficiently licensed, qualified and competent personnel to perform towing services at the levels specified in this 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 reserves the right to require proof of valid drivers' licenses.
- 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 5 years, will be eliminated from operating a tow vehicle under this Agreement.
 - Drivers having suspended or revoked licenses in any state are prohibited from operating a vehicle in the City.

Contractor shall have a sufficient number of wrecker drivers, dispatchers and other needed lot 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 a police officer for towing services within the required response time and release a vehicle to the proper owner or authorized person.

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

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 changing 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 screen for Contractor employees for reasonable cause and any employee that tests positive on any drug screen(s) shall immediately be dismissed.

Records:

Contractor agrees to maintain transparent real time records required by the City. Contractor agrees 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 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) identify via:
 - Vehicle title or
 - Vehicle registrations showing owner/lienholder and
 - Driver license copy
 - Documentation of Lawrence/LPD release paperwork.

- At 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.

Contractor agrees to train LPD employees at no charge.

Charges for Operation:

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 provisions of this Agreement are Indiana Code 9-22-1. The applicable Lawrence Municipal Code provisions are 3-3-5. All charges shall be assessed according to the amounts set forth in the Lawrence Municipal Code. In addition to the fees set forth therein, the Contractor will remit a thirty dollar (\$30) administrative fee to the City of Lawrence for all police impounded vehicles (abandoned, officer initiated impound, accidents, traffic hazard, etc). The following fees shall be remitted to the City of Lawrence Controller no later than the 15th day of the following month.

An impounded vehicle pursuant to this Agreement is considered abandoned if it is not claimed or redeemed by the owner or the owner's agent within fifteen (15) days of its removal and the vehicle may be sold at public auction. 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.

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.

Storage of Impounded Vehicles/Equipment

Any unit impounded 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.

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, 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).

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.

Insurance

Contractor shall maintain in full force for the duration of the Agreement the insurance below. Failure to maintain such insurance will result in termination of the contract.

- Certificate of Insurance – 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
 - \$5,000,000.00 Policy Limit
- 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 \$5,000,000.00
- Worker’s Compensation Insurance – An amount no less than statutorily required limits.

Non-Discrimination

Contractor agrees 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.

Business Operating Permits & Licenses:

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

Project Schedule:

The Contractor must be able to begin towing for the City immediately upon execution of the Agreement.

Amendment:

The agreement may be amended by written consent executed by both parties.

Termination:

Contractor agrees 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 party 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 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. Provide service 24/7 availability, 365 days a year.
5. Ability to remove debris and liquids left by the vehicle.
6. 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.

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, and ability to provide services 24/7, 365 days per year.

Proposal/Qualification Requirements

In addition to the attached forms, the proposal should include a brief description of the firm's qualifications; the firm's current financial position; a list of current tow trucks available for field use; location and security of storage yard; insurance policies; and a brief description of the company's procedures for retrieval of vehicles by owners.

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.

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 towing services for, including names and phone numbers of contact persons.

Organization	Contact Person	Phone Number	Work Contracted

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, _____ will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Contractor: _____

By (signature): _____

Printed name: _____

Title: _____