## REQUEST FOR PROPOSAL (RFP)

**Towing & Recovery Services** 

for

the Town of Monrovia, Morgan County, Indiana and the Monrovia Police Department

ISSUED: July 25th, 2023

PROPOSAL DEADLINE:

August 21st, 2023

4:00 pm (eastern)

#### RFP GUIDELINES

The Town of Monrovia, by and through its Governing Body, (collectively the "Town" or "Monrovia") is requesting proposals for the Monrovia Police Department Towing and Recovery services contract. The proposals shall be submitted to the Town of Monrovia, Attention: Monrovia Police Department, 60 S. Church Street, P.O. Box 400 Monrovia, IN 46157 on or before August 21st, 2023, 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. The RFP and proposal submission documents are located at: Monrovia.in.gov/forms/.

Proposals do <u>not</u> 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: Town Marshal Matt Wright RFP Proposal Email: mwright@monrovia.in.gov

Questions must be submitted by August 14th, 2023 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 Town of Monrovia's website, <a href="https://monrovia.in.gov/">https://monrovia.in.gov/</a>

Monrovia 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 Town of Monrovia, taking into consideration price and other factors set forth herein.

Monrovia 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.

Monrovia 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 Town of Monrovia Police Department ("MNPD") for all requests made by an authorized representative of MNPD within the Town limits and beyond the Town limits if Contractor is summoned by MNPD 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 MNPD 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 MNPD, to any Town-owned facility designated by the MNPD 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 thirty (30) 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 MNPD 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 MNPD 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 MNPD vehicles and other Town- owned vehicles upon request and be willing to transport disabled MNPD or other Town- owned vehicles to a repair shop of the Town's choosing. Contractor shall submit a monthly invoice to Town for all services provided to MNPD or other Town-owned vehicles.
- > Contractor shall assist in the reconstruction of accidents when requested by MNPD, and be available, upon request, to testify in court.
- > Contractor agrees to allow cancellation of service calls at no charge to the Town 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
- o Photo Identification (State or Government provided ID)
- Monrovia Police Department Lock-UP Consent for vehicle release (if applicable)
- o 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 Town that all fines, costs and fees owed to the Town have been paid to the Town.
- ➤ Contractor will report daily all police impounded vehicles for traffic related, abandoned, and accident impounds to the Monrovia Police Department Records Division.
- > Information for each impounded vehicle will include the following:
  - o Year
  - o Make
  - Model
  - o Color
  - o Location of Impound
  - o 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 MNPD dispatcher, officer or authorized representative.
  - o For all items removed from the scene for evidentiary or investigative reasons by MNPD dispatchers, officers or authorized representatives, release of the vehicle must be authorized by the Town Marshal or his designee for release.

 Other vehicles may be released without formal authorization from the Town Marshal or his designee.

### Indemnification:

The Contractor shall hold harmless and indemnify the Monrovia, 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 perform 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 Town and/or MNPD.

#### Legal:

The Contractor shall comply with all Federal, State, County, and Town 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 hard to his employees". If the Contractor is in violation of any laws or ordinances, the Monrovia 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, Town 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) hour 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 MNPD 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 MNPD dispatcher, officer or Town 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 MNPD dispatcher or any MNPD police officer. Such outside lot shall be large enough in area to store 30 vehicles. In addition, Contractor shall have access to and shall maintain a secured inside storage facility large enough to store four vehicles when MNPD 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 Town at all times, the Contractor agrees to keep a minimum of:

- ➤ Five (3) tow trucks from 7:00 am to 11:00 pm and a minimum of three (2) 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:
  - o Tractors, trailers, street sweepers
- > All items required to clean up debris at the scene:

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

### Vehicle Licensing:

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

# Towing Town of Monrovia Owned or Leased Vehicles

The Contractor must tow all Town of Monrovia 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 Monrovia 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.

## **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, Monrovia 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 Town and MNPD reserves the right to require proof of valid drivers' licenses.
- > Contractor is responsible for performing criminal background checks on all its employees.
  - o Drivers must be free of any felony violations of any federal or state law.
  - O 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.
  - O Drivers having suspended or revoked licenses in any state are prohibited from operating a vehicle in the Town.

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 MNPD 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 Town 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 MNPD 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

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 Town in the same manner as towing and storage fees are to be receipted).

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

The Town reserves the right to request drug testing/screening at no additional cost to the Town for all Contractor employees by a certified laboratory of drug testing for each employee. In addition, the Town 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 Town. Contractor agrees to maintain electronic access twenty (24) hours a day, seven (7) days a week for the Town of the following records:

- > Real time inventory of all vehicles/equipment impounded which includes the following:
  - o Pricing document for each service: tow, clean up, notification and storage fees.
  - o Pictures documenting each vehicle/equipment prior to preparing vehicle for tow
  - o Pictures documenting each vehicle/equipment stored at the final destination
  - o Documentation establishing owner(s) identify via:
    - Vehicle title or
    - Vehicle registrations showing owner/lienholder and
    - Driver license copy
  - Documentation of Monrovia/MNPD 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 MNPD twenty-four (24) hours a day, seven (7) days a week.

Contractor agrees to train MNPD 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.

Contactor 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 Town upon request.

## Storage of Impounded Vehicles/Equipment

Any unit impounded is considered to be in the custody of MNPD 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 MNPD, 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 MNPD as being held for that reason, shall be held and stored, when applicable, in inside storage (cold

### 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 Monrovia (MNPD and Town of Monrovia Controller) indicating coverage and co-naming the Town as an additional insured.
  - o 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
  - o \$1,000,0000.00 per occurrence
  - o \$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
  - o \$1,000,000.00 per occurrence
  - o 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 Town immediately upon execution of the

#### 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:

O If at any time either party determines that the other party has defaulted on the contract, the aggrieved party my 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:

- o 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 Town. Additionally, the Contractor will provide a monthly report in writing to the Town of all vehicles that remain in its care and possession of until such time there are no vehicles remaining. The Contractor will advise the Town in writing when there are no vehicles remaining in its care and possession.
- O Vehicles that have been placed on an investigative hold through a written or verbal order or request from the Monrovia Police Department shall be transported by the Contractor at the Contractor's expense to a location identified by the Monrovia 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 30 minutes to any location in the Town of Monrovia
- 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
- 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 30 minutes to any location within the Town of Monrovia, 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.

# Applicant Qualification Information:

Name of Business	s:			
Physical Street A	ddress:			
Physical Town, S	tate and Zin			
Mailing Address:		8	•	
Mailing Town, St.	ate and Zin			
Business Phone N	umber:			
Emergency Phone	Number:			
Business Type:	Sole Proprietor	Partnership	Corporation	
Emmehica D	Limited Liability	Limited Liability Company		
rianchise of Paren	t Company, if applical	ble:		
	lanagers, and Corporat	te Officers		
Name	Title	Residence	Phone & Email	
	~			
Days of				
Operation:				
Business				
lumber of Employe	ees;			
Supervisors:				
Office Person				

# Official RFP Bid Form

Item: Light Duty Towing	Cost:	
Daily Vehicle Light Day		
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 Town Limits		
Dolly Use		
Don't ose		
Hoose Date To		
Heavy Duty Towing		
Daily Vehicle Heavy Duty Storage Outside		
Daily Velificie Heavy I hity Ctores I		
Chicle Relocation Hearn Dut. T.		
one Clean Un/Standby I about		
Heavy Duty Winching		
Owner Notification		
Mileage Outside Town Limits		
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ontact Title:		_
ontact		
gnature:		

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.

ganization	Contact Person	Phone Number	131 1 5
		Thone Number	Work Contracted
	100		

# E-VERIFY AFFIDAVIT

Pursuant to Ind. Code § 22-5-1.7-11,
By executing below, the undersigned affirms that
Contractor:
By (signature):
Printed name:
Title: