

REQUEST FOR QUALIFICATIONS

Notice is hereby given that the City of Gary Board of Public Works and Safety, Lake County, Indiana, will receive sealed submissions up to 10AM Local Time (CST) on Wednesday, September 26, 2018 in the Office of the Board of Public Works and Safety, Gary City Hall, 401 Broadway, 3rd Floor, Gary, Indiana, for the following services:

Contractual City-Ordered Towing and Storage Service for 2018 and 2019

Request for Qualifications packages will be available for pickup in the Public Works Department on or after Monday, September 10, 2018. Submissions in response to this Request for Qualifications for towing services will be publicly opened and read at the Board of Public Works and Safety meeting on September 26, 2018, and shall be in accordance with the terms and conditions contained in the specifications as described in this document and in the terms of notice and laws of the State of Indiana.

No applicant may withdraw his or her submission within a period of thirty 30 days following the date set for receiving submissions. The Board of Works and Safety reserves the right to retain any and all submissions for a period of not more than thirty (30) days and said submissions shall remain in full force and effect during said time. The Board of Works and Safety further reserves the right to waive formalities and to award the contract to any applicant to the advantage of the City of Gary or to reject all submissions.

Submissions must be submitted in a sealed envelope clearly marked “**Contractual Service for Police Ordered Towing and Storage 2018 and 2019.**” Bidders shall execute their submission as a form prescribed by the State Board of Accounts of the State of Indiana together with a non-collusion affidavit.

IMPORTANT: This packet includes a newly amended version of the Towing Services Ordinance (No. 9159) that has changes to the rates and requirements of the towing contractors.

Indiana Requirement: Standard Questionnaire Form 96 (revised 1987) which includes a non-collusion affidavit.

The successful applicant will be required to furnish, execute and deliver a performance bond as discussed in the City of Gary Ordinance No. 9159.

Dated this ____ day of _____, 2018.

GARY BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GARY - LAKE COUNTY, INDIANA

By: _____
President

ATTEST:

**SPECIFICATIONS FOR THE TOWING AND STORAGE OF CITY-ORDERED TOWS
WITHIN THE CITY OF GARY, INDIANA**

**FOR THE REMAINDER OF CALENDAR YEAR 2018 AND THE CALENDAR YEAR
OF 2019 ENDING ON DECEMBER 31, 2019**

The City of Gary Board of Public Works, Lake County, Indiana is desirous of procuring the services several towing contractors, for the purpose of towing and storing all police-ordered vehicle tows in the City of Gary in 2018 and 2019. The City anticipates awarding five (5) contracts but reserves the right to hire more, less, or after reviewing the submissions.

Contractors who operate a tow yard/storage service are invited to submit a submission to the City pursuant to the specifications prepared, to perform police-ordered towing and storage services, and subject to the execution of a contract to be prepared by the City of Gary. Contractors by virtue of submitting submissions are demonstrating their desire to perform the services called for in said specifications and in compliance with the terms and conditions set forth. The Contractor, if awarded a contract, will be liable for police-ordered towing and storage services on demand for vehicles towed within the City of Gary by the Gary Police Department.

It is the desire and intention of the parties to provide for the safe, efficient, orderly and secured towing and storage of Police Ordered Tows in the City of Gary in the year 2018 and 2019 and all submissions should reflect this desire and intention.

1. **SUBMISSION DOCUMENTS:** This shall include the published Request for Qualifications Specification, the Applicant's submission, and the Contractor's Financial Statement of Affairs submitted to the City, which is incorporated by reference herein.
2. **DEFINITIONS:** The following definitions are adopted for the purposes of this specification. Terms not listed below shall be defined under the Gary Municipal Ordinance No. 9159, or relevant Indiana Code Titles 9 and 13:
 - a. "Accident" shall mean a collision of vehicles or a vehicle and an object or property on a public street, highway, right-of-way or publicly-owned property.
 - b. "Authorized City Official" shall mean an employee or agent of the City of Gary that has the authority to have a vehicle towed on behalf of the City of Gary as defined by the Gary Police Department.
 - c. "CONTRACTOR" shall mean the towing service operator under contract with the CITY.
 - d. "Dolly" shall mean a vehicle with four (4) wheels and a cradle on which to place a damaged vehicle, front or rear, and tow from the opposite end.
 - e. "Environmental Fee" shall mean a fee charged by the City of Gary to cover the cost of Gary Department of Environmental Affairs and Green Urbanism's inspection of contractual tow yards for proper disposal of Hazardous Materials.

- f. "Flatbed Truck" shall mean a vehicle on which a disabled vehicle, all four (4) wheels of the disabled vehicle are off of the ground during transit from the tow site to the disposition/storage location.
 - g. "Impoundment" shall mean the act of taking temporary custody of a vehicle in an authorized and secured storage area of facility.
 - h. "Nuisance Vehicles" shall mean those vehicles parked or left standing on any public street, road or highway located within the CITY so as to constitute a danger, hazard, public nuisance, or an abandoned vehicle, improperly plated or a parked vehicle which is in violation of any ordinance within the CITY.
 - i. "Specialized Equipment or Vehicles / Recreational Vehicles" shall mean boats, ski-doods, sea craft, snowmobiles, snow craft, all-terrain vehicles, and other common domestic recreational vehicles and equipment.
 - j. "Violation" shall mean as defined by I.C. 9-30-10-3 and the Gary Municipal Codes and Ordinances.
3. **TERM OF SERVICE PERIOD:** The term of this specification shall be for a period of fourteen months, commencing on or about, November 1, 2018 and ending December 31, 2019. The City, in its discretion may choose to renew at the end of the stated term for additional one (1) year extensions.

4. **SERVICE REQUIRED OF CONTRACTOR:** The service to be performed by the CONTRACTOR shall consist of:

The towing, including heavy duty towing, of all vehicles, specialized equipment or vehicles, and recreational vehicles from a public street, highway, right-of- way, or other public property to a different location or to an authorized storage lot or facility of CONTRACTOR when summoned to do so by an Authorized City Official. When summoned to the scene of a possible tow, CONTRACTOR shall arrive at said scene within thirty (30) minutes from the time it was notified by the said individual.

When summoned to the scene of a vehicular accident, a nuisance vehicle which is in violation of an ordinance or statute, a recovered stolen vehicle, an accident, or a vehicle which otherwise legally comes into custody of the Gary Police Department, warranting the removal of said vehicle by the Gary Police Department, CONTRACTOR shall remove and impound said vehicle to its authorized storage lot or facility. Any impounded vehicle shall be held and protected at CONTRACTOR's authorized storage lot unless directed otherwise by the Authorized City Official.

CONTRACTOR shall have clean up equipment on all vehicles in order to clean up accident scenes and prevent further damage or injury. It shall be the responsibility of CONTRACTOR to ensure that all glass and debris in the roadway are cleaned up immediately after removal of the vehicle. Cost of normal clean up shall be inclusive in tow fee. CONTRACTOR shall be equipped to handle common hazardous vehicle fluid /

material spills (gasoline, diesel, motor oil, antifreeze, transmission fluid) in a safe and environmentally friendly manner in compliance with all local, state, and federal regulations. CONTRACTOR, at request of the Chief of Police or Deputy Chief, shall be available for additional clean up when warranted.

CONTRACTOR shall also provide all CITY-owned vehicles with basic roadside assistance, including but not limited to, towing, battery replacement or maintenance / jump, flat tire changes, and locksmith service, free of charge.

5. **STANDARDS FOR SERVICE:** CONTRACTOR agrees to abide by the following:

- a. CONTRACTOR shall have a sufficient number of wrecker drivers, dispatchers, lot personnel and towing equipment either on duty or on immediate call at all times to sufficiently respond to any CITY orders for a wrecker within the required response time twenty-four (24) hours per day, seven (7) days per week. All City-towed vehicles shall be made available for release within one-hour notice between the hours of 6AM and 10PM, seven (7) days a week.
- b. All equipment used by CONTRACTOR shall be kept clean, well maintained, fully operation and free from obnoxious sounds or odors at all times, and must be parked legally and properly when not in use.
- c. CONTRACTOR will be required to instruct its employees who are in direct contact with residents of the CITY to be polite and courteous. Upon receiving a written complaint from a patron declaring an employee of CONTRACTOR to be impolite or discourteous, or for other good cause, CONTRACTOR shall appropriately discipline such employee or assign employee where their service will no longer cause offense. Failure to address the employee issues may result in termination of the contract.
- d. In the interests of public safety, a criminal background check may be performed on CONTRACTOR, CONTRACTOR's Principals, shareholders, agents, employees, members, supervisors and/or drivers and felony convictions of a serious nature, are grounds for denial or termination of Contract by CITY.
- e. All employees of CONTRACTOR are to perform their duties in accordance with all local, state, and federal laws and free from the influence of any drugs or alcohol, including prescription medication, that would inhibit driving or cause diminished thinking capacity in the scope of their duties.
- f. CONTRACTOR will be required to keep an active business telephone listing and address in the local telephone directory by which it may be contacted, as well as with Police and Code Enforcement Dispatch.
- g. CONTRACTOR shall ensure that all employees are properly licensed and insured and comply with all traffic and other laws. CONTRACTOR shall also ensure that all vehicles and employees are properly equipped with appropriate safety equipment and warning devices.

- h. CONTRACTOR will be responsible for cleanup of all spills and lost loads from its trucks.
 - i. CONTRACTOR must have the experience and capacity to dispose of unclaimed vehicles in accordance with Indiana Law.
6. **TOW YARD / LOT PREMISES, TOOLS AND EQUIPMENT FOR WORK:**
- a. Tow Yard: CONTRACTOR shall have operate and maintain an adequate lighted and secured storage lot or facility for the storage and safekeeping of all vehicles towed at the request of the CITY. Said lot or facility shall be located within the City of Gary and shall be large enough in area to store the vehicle towed and impounded by the CONTRACTOR within its confines at all times. The lot shall be in compliance with applicable zoning requirements. CONTRACTOR's tow yard / lot must provide a clean and accessible restroom for all patrons.
 - b. Security: CONTRACTOR shall provide a safe place on its lot 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 said property as belonging to any certain vehicle being stored. No fees shall be associated with recovering said personal property unless said property is mounted to the vehicle as stated above. CONTRACTOR shall make a good faith effort to locate all vehicles towed under this contract in the same general location within the lot.
 - c. Tools: Adequate tools, equipment and labor needed to perform the services required of the CONTRACTOR quickly, efficiently, and in a workmanlike manner, shall be supplied by CONTRACTOR at its own expense. This shall include equipment and vehicles to be available in case of breakdown in order to avoid delay in providing towing service. CONTRACTOR shall replace old, worn, and obsolete equipment and purchase equipment as needed and shall at all times have available, as a minimum, the tools and equipment so as to be able to provide the services listed above. CONTRACTOR shall use the appropriate means of towing (dolly/flatbed) suitable for the vehicle and vehicular condition, consisting of at least two trucks and one flat bed. Heavy Duty towing will be done with equipment appropriate and suitable for such use.
 - d. Tow Trucks: CONTRACTOR's tow trucks and equipment used by CONTRACTOR shall be equipped with a power-operated winch, ground-and-tow sling which is capable of hoisting, a pulling vehicle, a fire extinguisher, fluid absorbents to clean any motor fluids and sufficient equipment (broom, shovel and container) to remove debris from an accident scene.
 - e. Radio-Equipment: CONTRACTOR shall have two-way radio communication in its towing equipment that permits voice communication between its tow trucks and the base station or other electronic means of communication.
7. **TOW COMPANY IDENTIFICATION:** CONTRACTOR's name, address, and telephone number shall be clearly displayed on both sides of all tow trucks and other towing equipment in a font at least four (4) inches tall. The telephone number shall be clearly displayed on a sign visible from public streets or roads at the tow yard.

8. **APPROVED FEES AND CHARGES:** Charges and fees for towing services performed by CONTRACTOR at the order of the authorized CITY of Gary Department or employee are set in CITY Ordinance #9159 and related municipal code sections (attached). A towing fee assessed on the CONTRACTOR by the CITY cannot be passed on to the person retrieving the vehicle from the CONTRACTOR.

Furthermore, no fee whatsoever may be charged if the following apply:

- a. The vehicle being towed is:
 - (1) a CITY-owned vehicle;
 - (2) is legally drivable and the person authorized to move the vehicle may do so legally after the tow truck has been summoned;
 - b. The owner/operator:
 - (1) is a victim of crime and fees are waived at the discretion of the police chief;
 - (2) appeared at the scene to remove the vehicle prior to hooking of the vehicle and rendering services;
 - c. For any individuals seeking to remove unmounted personal property from towed vehicles;
 - d. An insurance company investigator requests to view or photograph a vehicle or to collect evidence from any towed vehicle;
 - e. Any other valid reason at the discretion of the Chief of Police, the Deputy Chief of Police, Corporation Counsel or designee of same.
9. **POSTING FEES:** CONTRACTOR must post the Gary Common Council-approved charges and fee schedule in CITY Ordinance #9159 (attached) in all offices at the point or place of payment and tow yards. In addition, a copy of the charges and fee schedule should be handed to the owner of the vehicle at the time the tow is executed if the owner of the vehicle or authorized person is at the site of the tow.
10. **PAYMENT OF FEES:** If CITY elects to have the CONTRACTOR collect fees on behalf of the CITY, CONTRACTOR must submit fees collected by CONTRACTOR on behalf of the CITY to the CITY Controller's Office in accordance with the Gary Common Council-approved fee schedule in CITY Ordinance #9159 (attached) on the Fifth (5th) of each month on a monthly basis beginning one month after the execution of this contract. Failure to timely submit said fees is grounds for the CITY to deduct unpaid amounts from CONTRACTOR's Bond and for termination of any towing related CONTRACT with the CITY.
11. **POLICE STORAGE:** CONTRACTOR shall agree to store seized vehicles at the request of the Gary Police Department at no charge. CONTRACTOR shall not release any vehicle which has a hold placed on it without proper permission from Auto Detail or the investigating officer or the Police Chief. There shall be no charge for towing a vehicle from the Gary Police Department to a storage yard.
12. **SPECIAL SERVICE:** CONTRACTOR and its employees shall not solicit directly or indirectly or accept any gratuity in any form from any person for services required to be performed by CONTRACTOR pursuant to a towing related CONTRACT with the CITY. CONTRACTOR and its employees shall not enter into any agreement or arrangement with

any person, which are contrary to the services provided under a towing related CONTRACT with the CITY.

13. **HAZARDOUS MATERIALS:** CONTRACTOR shall report the nature, location and method of storage of all hazardous materials on the storage property subject to this contract. The CITY Department of Environmental Affairs is authorized to inspect CONTRACTOR's tow yard(s) to verify proper storage and disposal of all hazardous materials during reasonable business hours. CONTRACTOR shall pay an annual inspection fee of (seventy five dollars) \$75.00 per tow yard to cover the cost of this annual inspection. Said fees are due prior to the execution or renewal of any contract.
14. **RECORDS:** CONTRACTOR shall maintain all records pertaining to CITY-ordered tows, including but not limited to, all vehicle and registered owner information; date, time, and location of tow; the individual or department that ordered the tow; and, the fees, charges, and damages, if any, related to the tow.
15. **REPORTS:** CONTRACTOR shall generate and submit a monthly report to the CITY Common Council and Controller offices detailing any and all of CITY-ordered tows including all vehicle and registered owner information for each vehicle, the date the vehicle was towed, the date the vehicle was released if the vehicle has been released, the date and price the vehicle was auctioned if the vehicle has been auctioned, or the date and any supporting documentation of any other legal disposition of the vehicle. The report should also include a total of all inventory, fees, releases, accidents, and damages no later than the fifth (5th) of the following month. (i.e. January's monthly report due February 5th)
16. **FINANCIAL STATEMENTS AND LICENCES:** CONTRACTOR shall submit a current financial statement as part of the bid submittal as well as certificate of origin and good standing from the Indiana Secretary of State. CONTRACTOR must have and maintain a current Gary General Business License at all times. **No applications or bids will be accepted from CONTRACTORS that are in arrears in any amounts owed to the CITY, including but not limited to, amounts pertaining to unpaid towing fees.**
17. **CONTRACTOR'S BOND:** CONTRACTOR will be required to provide a performance bond in such form and with sureties acceptable to the CITY in an amount of \$50,000. The bonds shall guarantee the performance of CONTRACTOR's services and may be renewable on an annual basis with notice of such renewal being made to the CITY thirty (30) days prior to the anniversary date of the CONTRACT, but, in any event, must remain in full force and effect during the term of this CONTRACT. The bond is required to guarantee remittance of CITY fees collected by CONTRACTOR in a timely manner or to cover any damages caused by the CONTRACTOR. Any amount properly deducted from the bond to any amounts owed by the CONTRACTOR for fees or costs or losses associated with City-towed vehicles must be timely restored by CONTRACTOR to maintain the full amount of the bond.
18. **CONTRACTOR'S WORKER'S COMPENSATION INSURANCE:** During the term of a towing related CONTRACT with the CITY, CONTRACTOR will be required to maintain Worker's Compensation and Occupational Disease Insurance for all persons

employed by it in the performance of this service. CONTRACTOR will be expected to comply with Worker's Compensation laws of the States of Indiana, and shall file with the municipality a certificate from the Worker's Compensation Board showing compliance with applicable statutes, which provide such insurance.

19. **CONTRACTOR'S LIABILITY INSURANCE:** CONTRACTOR will also be required to maintain Bodily Injury and Property Damage Insurance for its own protection, as well as the protection of the CITY. Said bodily injury insurance shall be in an amount not less than One Million dollars (\$1,000,000.00), for injuries, including death, to any one (1) person, and in an amount of not less than Three Million Dollars (\$3,000,000.00), on account of any one (1) occurrence. Property damage insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00), all with an umbrella policy in the minimum amount of Three Million Dollars (\$3,000,000.00) covering all property, equipment, and operations. CONTRACTOR shall furnish to the CITY a certificate from its insurance carriers showing the names of the companies issuing said policies, expiration dates, policy numbers and other pertinent information. Said certificates shall also state that the CITY be notified thirty (30) days before cancellation of any insurance.
20. **INDIANA STATE LAW:** Pursuant to Indiana Code 22-5-1.7-11, the tower agrees to enroll in the E-Verify program and agrees to verify the work eligibility status of all newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of new employees through E-Verify if this program ceases to be in existence during the duration of a towing related CONTRACT with the CITY, however all Contractors are required to sign an affidavit affirming that the contractor does not knowingly employ unauthorized aliens. Additionally, I.C. 5-22-16.5 provides for Disqualification of Contractors Dealing with the Government of Iran.
21. **OTHER CONDITIONS:** CONTRACTOR shall agree to abide by all local, state, and federal laws, as well as rules and regulations as established and amended by the Board of Public Works and Safety and the Common Council for services related to police ordered tows. In the event the Board of Public Works and Safety or Common Council determines it is in the best interest of the CITY to add, delete or modify the existing rules and regulations, the Board or Council will provide notice to CONTRACTOR and an opportunity to be heard prior to enacting changes. The ultimate discretion as to the rules and regulations, however, rests with the Board and Council.
22. **ALTERNATIVE PROPOSAL:** CONTRACTOR can elect to submit a proposal for Heavy Duty Towing only.

REQUIREMENTS FOR REQUEST FOR QUALIFICATIONS
BY THE CITY OF GARY BOARD OF PUBLIC WORKS AND SAFETY

1. All submissions must meet specifications established in the request for qualifications.
2. All submissions must include proof of financial responsibility, certificates of liability and worker's compensation insurance, bonds, and applicable City and state licenses.
3. The Board of Works reserves the right to reject any or all submissions, or to accept any one or more complete items of a submission and to make awards as best benefits the City.
4. The Board of Works reserves the right to cancel the solicitation for any reason up to the time of the submission deadline.
5. The Board reserves the right to reject submissions in whole or in part for failure to comply with any specification, condition, or Federal Law, State Law or Gary Ordinance.
6. All offers must include a fully executed non-collusion affidavit with State Form 96.
7. Any contract award will be limited to a period of one (1) year unless the specifications of the request provide otherwise.
8. All submissions are subject to the terms and conditions of the City of Gary policy as adopted by the Board of Works and Safety, unless superseded by State or Federal Law.
9. Submissions will be opened at the Board of Public Works and Safety meeting on the 10th day of October 10, 2018 at 10AM. CST.
10. Proposals shall be firm to the City based on acceptance within thirty (30) days unless announced otherwise by the Board of Public Works.
11. The contractor/vendor shall state in his or her submission the time required to begin towing on behalf of the City in compliance with the requirements of this request for qualifications and Ordinance #9159.
12. If any of the above listed requirements must be modified in order to comply with this request for qualification, the submitter shall so state in his or her submission.
13. Escalator Clauses will not be acceptable to the City of Gary.