



OSWEGO POLICE DEPARTMENT

REQUEST FOR PROPOSAL FOR 2021 – 2023 POLICE TOWING SERVICES

Application Due Date: Monday, November 9, 2020 @ 12:00 PM

The Oswego Police Department is currently accepting applications for the calendar years of 2021-2023 for towing services.

Tow companies who desire to seek placement on the approved tow list must complete the attached application and supplemental forms, which include credentials for all tow operators. **An incomplete application or missing credentials/paperwork will be viewed as an improper application and no longer considered.**

Proposals must be completed, signed and submitted by 12:00 PM on Monday November 9, 2020 and turned in at the Oswego Police Department, 3355 Woolley Road Oswego, Illinois 60543. Attention: Sergeant Chris Biggs in a sealed envelope.

Please be familiar with the following sections of the Illinois Vehicle Code:

- 625 ILCS 5/4-201 to 4-214
- 625 ILCS 5/11-1413c
- 625 ILCS 5/12-606
- 625 ILCS 5/18d-120

GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the Village and become a part of the Agreement unless otherwise specified. Contractors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The Village assumes that submission of a proposal means that the Contractor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

I. Submittal of Proposal

All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted in a sealed envelope.

All proposals must include the following completed and signed documents:

- Attachment A – Application and requested documentation
- Attachment B - Fees
- Attachment C – Vehicle Titles in Lieu of Storage Fees
- Attachment D - Agreement

II. Examination of Forms, Specifications, and Site

The Contractor shall carefully examine the proposal forms which may include the invitation to proposal, instruction to Contractors, general conditions, special conditions, plans, specifications, proposal form, bond, Agreement, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The Contractor shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The Contractor will examine the site and the premises and satisfy themselves as to the existing conditions under which the Contractor will be obligated to operate. Failure of the Contractor to notify the Village, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the Agreement.

The submission of the proposal shall be considered conclusive evidence that the Contractor has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the Contractor will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the Village shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

III. Equipment

All Equipment required to perform the Agreement is the sole responsibility of the Contractor and should be included in the proposal.

IV. Injury to Property

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Contractor under the Agreement; or the Village may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

V. Maintenance of Traffic

The purpose of this Agreement is to provide for the safe and continuous maintenance of traffic through the locations where services are being performed and to minimize accidents and accident severity while at the same time minimizing inconvenience to the traveling public and the Contractor.

The Contractor shall be solely responsible for all accidents and/or damage to persons and/or property that may result from the Contractor's operations.

VI. Conditions

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this work and Proposal. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this Agreement. The Contractor acknowledges that local ordinance permits the Village to give preference to local businesses.

Contractors shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.

VII. Award of Proposal

The Village reserves the right to reject any or all Proposals or packages and to waive any informality or technical error and to accept any Proposal deemed most favorable to the interests of the organization.

VIII. Rejection of Proposals

- A. The Village reserves the right to cancel the requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all Proposals, to waive any minor informality or irregularity in any Proposal, to negotiate changes and/or modifications with the lowest responsible Contractor and to make an award to the response deemed to be the most advantageous to the Village.
- C. Any Proposal not conforming to the specifications or requirements set forth by the Village in the Proposal request may be rejected.
- D. Proposals may also be rejected if they are made by a Contractor that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

IX. Equal Opportunity

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

X. Non-Discrimination

The Contractor, its employees, and subcontractors agree not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

XI. Execution of Documents

The Contractor, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- A. Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.
- B. Proposals that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- C. Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- D. If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a limited liability company, it should have

the correct legal name and be signed by the managing member or another person with authority.

- E. Proposals received from any listed Contractor in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed Contractor shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the Village may, but is not required to, consider such proposals, quotations, or offers.

ATTACHMENT A



OSWEGO POLICE DEPARTMENT

TOWING AND STORAGE SERVICES APPLICATION

The Village of Oswego, Illinois will award a rotating towing service to tow companies on the following basis.

1. GENERAL QUESTIONS:

A. Available on a twenty-four (24) hour, 365 days per year basis, including weekends and holidays:

_____ YES _____ NO

B. Capability to remove any abandoned vehicle that does not constitute a hazard within twenty-four (24) hours, and within thirty (30) minutes for abandoned vehicles that present a hazard:

_____ YES _____ NO

C. Storage facilities within Village of Oswego or within five (5) miles of the corporate limits of the Village of Oswego:

_____ YES _____ NO

D. Can stored vehicles be retrieved by vehicle owner/operator and/or Police Department after hours 24 hours per day, 7 days per week, on not less than _____ hours' notice?

_____ YES _____ NO

2. STORAGE FACILITY:

Outside Storage Address: _____

Acreage: _____

Acreage or Square Feet Within Fenced Area: _____

Surface Square Feet of Outdoor Storage Area: _____

Described Lighting and Security and Surveillance System:

Storage Facility Hours of Operation:

Monday through Friday _____

Saturday _____

Sunday _____

Inside Storage Address: _____

Described Lighting and Security and Surveillance System:

Storage Facility Hours of Operation:

Monday through Friday _____

Saturday _____

Sunday _____

3. EQUIPMENT LIST

Light duty trucks:

Year	Make	Model	Serial #	Registration

Flatbed trucks:

Year	Make	Model	Serial #	Registration

Heavy duty trucks:

Year	Make	Model	Serial #	Registration

Description: _____

of Axles: _____ Boom Capacity: _____ lbs.

Tow Rating: _____ lbs. Under-Lift Rating: _____

Year	Make	Model	Serial #	Registration

Description: _____

of Axles: _____ Boom Capacity: _____ lbs.

Tow Rating: _____ lbs. Under-Lift Rating: _____

Year	Make	Model	Serial #	Registration

Description: _____

of Axles: _____ Boom Capacity: _____ lbs.

Tow Rating: _____ lbs. Under-Lift Rating: _____

4. INSURANCE COVERAGE:

Amount of Coverage and Types: _____

Name of Company: _____

Policy to cover each truck _____ Yes _____ No

*Attach certificates of insurance or actual policies in accordance to the terms stated in Agreement.

5. REQUIRED LICENSES

Illinois Commerce Commission Number: _____

Complete the following information for each towing employee:

Name: _____ Birthdate: _____

Address: _____

Driver's License Number: _____ Classification: _____ Expires: _____

TOWING AND STORAGE SERVICES APPLICATION
CALENDAR YEARS 2021 - 2023

IDOT TIMPT Training: Yes No

CGL: Yes No

Name: _____ Birthdate: _____

Address: _____

Driver's License Number: _____ Classification: _____ Expires: _____

IDOT TIMPT Training: Yes No

CGL: Yes No

Name: _____ Birthdate: _____

Address: _____

Driver's License Number: _____ Classification: _____ Expires: _____

IDOT TIMPT Training: Yes No

CGL: Yes No

Name: _____ Birthdate: _____

Address: _____

Driver's License Number: _____ Classification: _____ Expires: _____

IDOT TIMPT Training: Yes No

CGL: Yes No

[ATTACH ADDITIONAL SHEETS IF NECESSARY]

SUBMIT COPIES OF CGL DRIVER'S LICENSES AND PROOF OF COMPLETION OF IDOT TIMPT TRAINING FOR EACH TOW AND RECOVERY VEHICLE OPERATOR.

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this bid.

Reference No. 1

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

Reference No. 2

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

Reference No. 3

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

PROPOSER'S CERTIFICATION

With regard to the Village of Oswego Police Directed and Abandoned Towing Services, Proposer hereby certifies the following:

6. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Ridding) or 720 ILCS 5/33E-4 (Bid-Rotating).
7. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4).
8. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
9. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name

Address

City

State

Zip Code

Phone Number

Email Address

Signature of Authorized Representative

Title

Printed Name of Authorized Representative

Date

ATTACHMENT B



OSWEGO POLICE DEPARTMENT

TOWING AND STORAGE SERVICES

All types of vehicle tows – Charges to vehicle owner:	Pounds by Registration (GVWR)	
	Up to 12,000	Over 12,000 Up to 40,000*
Base tow – arrest, motor assist	\$ 160.00	\$ 180.00
Crash tow	\$ 175.00	\$ 200.00
Winching charges (per half hour)	\$ 50.00	\$ 50.00
Roll Over/Upright services (per occurrence)	\$ 50.00	\$ 125.00
Per bag or partial bag of oil dry used (charge noted will be billed equally to all parties. Example: \$20.00 charge for 1 bag of oil dry at 2 vehicle collision. Each party billed for \$10.00)	\$ 20.00	\$ 20.00
Per day per vehicle for outside storage **	\$ 30.00	\$ 30.00
Per day per vehicle for inside storage **	\$ 40.00	\$ 40.00
Per mile if not towed to contractor’s place of business or is within a 10-mile radius of the site being towed from	\$ 3.00	\$ 3.00
Any towed vehicle that requires an additional person	\$ 75.00	\$ 75.00
Abnormal clean-up, spilled cargo (per half hour)	\$ 50.00	\$ 50.00
Stand By – per 30 minutes – (After the first 30 minutes on scene)	\$ 30.00	\$ 50.00

Emergency road service (jump start, tire change, etc.) no tow involved:

Per service call \$ 80.00

After hour’s vehicle release:

Per release \$ 50.00

*Over 40,000 pounds refer to Towing operator’s established rate.

** Storage fees are per day or portion thereof **after** the first twenty-four (24) hours; there is no charge for the first twenty-hour (24) hour period. No storage charges will be charged to the Village of Oswego for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges will be deducted from the monies derived from the sale of the vehicle. If the amount paid for by the Contractor and will not be charged to the Village of Oswego.

Major Credit Cards need to be accepted. Towing agencies are called for services on a rotating basis as needed by the Oswego Police Department. Rates apply seven days a week, 24 hours a day, holidays included.

ATTACHMENT C



OSWEGO POLICE DEPARTMENT

VEHICLE TITLE IN LIEU OF FEES

The Contractor must abide by the following process regarding the acceptance of vehicle titles in lieu of paying their tow/storage fee/admin holds:

- A. Vehicles that are 10 years or older
 1. Tow company will receive the title and take the vehicle to be junked. The proceeds from the vehicle being junked (range: \$50-\$300) will be kept by the towing company.
 2. Notice of this should be provided to the Oswego Police Department so we may update our records accordingly.

- B. Vehicles 0-9 years old
 1. Tow company will accept the title.
 2. Tow company will notify Oswego PD and provide a copy of the signed title.
 3. Oswego PD and Tow Company will determine value of vehicle.
 4. Once value of vehicle is determined Tow Company will sell the vehicle.
 5. After tow company sells the vehicle the money from the sale will be split 60/40 (60% to the tow company, 40% to the Oswego Police Department).

Contractor agrees to the information stated above:

Company Name

Signature of Authorized Representative

Date

ATTACHMENT D



**VILLAGE OF OSWEGO
POLICE DEPARTMENT
3355 Woolley Road
Oswego, Illinois 60543**



POLICE TOWING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the VILLAGE OF OSWEGO, Kendall County, Illinois (hereinafter the "Village") and _____ (hereinafter "Contractor"), this ____ day of _____, 2020 ("Effective Date"), and replaces and supersedes all previous Agreements, if any, between the Parties hereto.

RECITALS

WHEREAS, Contractor is in the business of providing towing services; and

WHEREAS, Village desires to enter into this Agreement to obtain the benefit of Contractor's services pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor is willing and able to render such services to the Village on the dates hereof according to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises, provisions, and covenants contained in this Agreement, Contractor hereby agrees as follows:

TERMS OF AGREEMENT

The entire Proposal package together with all attachments and the following sections apply to all proposals requested and accepted by the Village and become a part of the Agreement unless otherwise specified. The Village assumes that submission of a Proposal means that the person submitting the Proposal has familiarized themselves with all conditions and intends to comply with them unless noted otherwise.

I. Scope of Services

The Contractor shall furnish all services, labor, equipment, facilities, and materials for towing or towing related services at the specific request of the Oswego Police Department in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles.

- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles may be requested to be relocated during a Village emergency or special event.
- I. Other tows or towing-related services as may be requested by the Oswego Police Department.
- J. Street sweeps at traffic collision scenes.

Village directed towing is performed solely as a public service and the Village of Oswego assumes no responsibility for any charges which may be incurred.

II. Calls for Service

Services per this Agreement are to be rendered only upon request of the Oswego Police Department. The Contractor upon notification by the Oswego Police Department immediately shall send a tow truck(s) to the designated location. At the direction of the police officer, community service officer, or police cadet at the scene, the Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the company's lot, or if requested and when possible, to a location specified by the citizen within a ten (10) mile radius from the towing agency's place of business for charges specified in **Attachment A** of this Agreement.

Operators of towing vehicles shall obey all lawful orders of police officers, community service officers (CSOs), and police cadets and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous or nuisances must be removed from public or private property.

Police officers, community service officers, and police cadets when summoning the towing Contractor for the removal of an abandoned vehicle on private property when the vehicle is not a hazard and the owner of the private property is not present requesting a tow, will make an attempt to have the vehicle towed during the Contractor's normal business hours. Police officers, CSOs, and police cadets for this type of tow will attempt not to have the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

The Contractor shall consider calls from the Oswego Police Department as having **first priority** over requests for towing services from other parties. The Contractor will furnish the Oswego Police Department with the names of all other agencies with which the towing Contractor has a towing contract **or** Agreement with when this Agreement becomes effective; and shall notify the Oswego Police Department when any other contracts or agreements are entered into by the Contractor during the term of this Agreement.

III. Contractor Responsibility for Property

The Contractor expressly assumes full responsibility and liability for all property entrusted to his care including all equipment and contents thereof, and indemnifies and holds harmless the

Village of Oswego against all claims for damages to vehicles and equipment entrusted to his care and control.

IV. Hours of Service

The Contractor will maintain an open facility with equipment and labor force adequate to supply demand on a full twenty-four (24) hour per day basis every day of the year. The Contractor at a minimum shall maintain office hours available to citizens to make inquiries and obtain vehicles in accordance with the following schedule:

Monday – Friday	8:00 a.m. to 6:00 p.m.
Saturday	9:00 a.m. to 12:00 p.m.
Sunday	Unless open for normal business hours, Sunday releases may be subject to an After Hours Fee

The Contractor will have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement, **and** when emergency situations require the release of a vehicle (release fee will apply during non-business hours). All business hours will apply to the storage facility which will be the central contact point for both police personnel and citizens.

V. Wrecker and Towing Equipment

The Contractor will have in operation at all times at a minimum one (1) light wrecker with a 7,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 7,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle code, Chapter 625 ILCS 5/12-606. In addition, the wrecker tow trucks will be equipped with all safety devices and lights to meet all ICC regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Police Department before use.

VI. Removal and Clean Up of Debris

After any traffic collision for which the Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, Chapter 625 ILCS 5.11-1413(c), the Contractor shall remove any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway and shall cover any oil, antifreeze, grease deposits, etc. as necessary.

VII. Police Vehicle Tows/Storage

The Contractor will provide towing services to the Oswego Police Department at no charge to the Village. These tows may consist of squad vehicle tows, vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, the Contractor **will not charge** the

Village of Oswego for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Oswego Police Department for evidentiary purposes and must be taken to a location chosen by the Oswego Police Department for investigation by the police before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. For any additional tows required, the vehicle owner may be billed ½ the amount of a base tow. In instances such as the recovery of a stolen auto requiring evidence work where there is doubt as to whether a vehicle owner should be billed, the Contractor will check with the Deputy Chief of Support Services to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. The towing company shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express permission of the Chief of Police or designee. Vehicles impounded by the Oswego Police Department will be held by the Contractor a maximum of thirty (30) days. Thereafter, the Department will arrange for any vehicle remaining on a "hold" status to be moved to a different location provided the Contractor has notified the Deputy Chief of Support Services that the end of a thirty day period is approaching.

Any vehicle which is on "hold" status as indicated on the Police Departments' Tow Sheet for a vehicle seizure, evidence or any other non-traffic criminal offense until 24 hours after its release, will not have storage fees charged to its owner. Owners or responsible party of a vehicle which has been placed on a "hold" status for criminal traffic violations are responsible for all storage charges 24 hours after a vehicle has been towed.

No service or repair of any kind shall be performed on any impounded vehicle of the Oswego Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released by the Chief of Police or designee.

Such property shall be released to the owner, or to another person as listed in 625 ILCS 5/4-203 with proof of the owner's authorization to do so, upon proof of identity and ownership. Any personal property belonging to the vehicle owner in a vehicle subject to a lien under subsection (g) of this Act shall likewise be subject to that lien, excepting only: child restraint systems as defined in Section 4 of the Child Passenger Protection Act and other child booster seats; eyeglasses; food; medicine; perishable property; any operator's licenses; any cash, credit cards, or checks or checkbooks; any wallet, purse, or other property containing any operator's license or other identifying documents or materials, cash, credit cards, checks, or checkbooks; and any personal property belonging to a person other than the vehicle owner if that person provides adequate proof that the personal property belongs to that person. The spouse, child, mother, father, brother, or sister of the vehicle owner may claim personal property excepted under paragraph (4) in said Act if the person claiming the personal property provides the commercial vehicle relocater or towing service with the authorization of the vehicle owner. Additionally, any personal property belonging to a person other than the vehicle owner may be returned if that person provides adequate proof

that the personal property belongs to that person. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until the Contractor has been compensated for its services or the owner signs over the title to the Contractor. No personal property shall be released to the owner or designee of a vehicle that has been impounded as evidence while the vehicle remains on an active "hold" status.

In case of an error by the Oswego Police Department in towing a vehicle or when other extenuating circumstances exist, the Contractor will cancel all charges to the vehicle owner at the request of the Oswego Police Department

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and the Contractor shall maintain all appropriate records as specified by these statutes. The Contractor shall provide the Oswego Police Department with an inventory and status report of all police related towed vehicles still in the custody of the Contractor at the end of each month on or before the tenth day of the following month.

Within the first 10 ten days of every month, the Contractor shall provide to the Deputy Chief of Support Services a listing of vehicles which are on active "hold" status by the Oswego Police Department. When a vehicle is released from "hold" status the Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

VIII. Other Contract Provisions

- A. Except for the charges noted by the Contractor in its proposal and agreed to by the Village, **NO** other charges will be billed to any party to whom the Contractor provides its services.
- B. The existence of an Agreement between the Village of Oswego and the Contractor does not exempt any contractors' employee from any state, county or municipal law or ordinances.
- C. All requests for a tow made by the Oswego Police Department, the Contractor will arrive at the scene of a requested tow(s) with the proper equipment within twenty (20) minutes after notification to the Contractor has been made. The only exception to this will be during severe inclement weather where the time will be extended to thirty (30) minutes. The Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.
- D. The Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot will be located within two (2) miles of the Oswego Village limits. Security lighting sufficient to illuminate the storage lot shall be in operation during all hours of darkness. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either the Contractor or employees of the property owner where the storage facility is located.

- E. The Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access.
- F. The Contractor shall have present experience as a towing agency with this or any other police department. The Contractor will immediately provide the Oswego Police Department with the names of any police agencies they are providing towing services for and the names of a contact person at those agencies. The Contractor shall specify the time period(s) they have provided services for these police agencies.
- G. The Contractor immediately shall provide the Oswego Police Department with the following information for each tow truck operator employed on the date when the Agreement is effective, and any operator hired during the term of the Agreement:
 - 1. Name (Including middle initial)
 - 2. Home Address
 - 3. Sex & Race
 - 4. Date of Birth
 - 5. Driver's license number, state and classification

No tow truck operator is allowed to perform Oswego Police Department directed services until he/she has been approved by the Department.

- H. The Contractor shall equip its tow truck operators with written notices containing their fee structure/s and all acceptable methods of payment which at the time of the tow or service, will be provided to the owner or driver of the vehicle. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card will be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Oswego Police Department and all acceptable methods of payment shall be posted prominently in the main office of the Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of the Contractor, shall be provided by the Contractor to the Deputy Chief of Support Services within (3) days after the Agreement is signed by both the Village and the Contractor. The Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request.
- I. The Contractor shall maintain a separate tow log or other acceptable record keeping system for the Oswego Police Department that will include the following information:
 - 1. Time, date, location of tow (from & to) hold information if applicable, officer authorizing the tow and police report or incident number.
 - 2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.
 - 3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges if any.
 - 4. Signed release form completed by the person claiming a vehicle.
 - 5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges,

additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Chief of Support Services as soon as possible after a complaint has been filed with the Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. **All** police related records will be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, the Contractor will provide to the Deputy Chief of Support Services copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Oswego Police Department.

- J. The Contractor is responsible for notifying the owner and/or insurance agent for removal of a vehicle which has been towed to the storage lot of the Contractor because of a traffic collision. If after thirty (30) days the Contractor has been unable to notify the owner and/or insurance agent, the Contractor if the storage lot is located within the Village of Oswego will notify the Oswego Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto.
- K. The Contractor immediately shall report to the Oswego Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Oswego Police Department. If the offense occurs within the Village the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the Village, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owners information. Additionally, the Oswego Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed will be provided.
- L. The Contractor **immediately** shall notify the Oswego Police Department of any operational changes e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Oswego Police Department may result in suspension of the use of the contractors' services until inspections ensuring compliance with these specifications are conducted.
- M. The Contractor shall ensure if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Police Department, **all** towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor. This may be done by the use of magnetic signs which shall be displayed while services to the Oswego Police Department are being provided. Failure of another towing agency to display such signs may result in the Oswego Police Department prohibiting the continued use of the other agency's services.
- N. The Contractor will ensure its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its

invoice. The Contractor further will ensure its employees routinely pick-up at the Department the Contractor's copies of tow slips.

- O. The Contractor before forwarding to the Department a request for the junking or auctioning of a vehicle, will ensure the Department tow slip is attached or the correct report number is included in the packet.
- P. Tow Companies shall be eligible for Storage Fees beginning on the 25th hour.
- Q. Removal from the Oswego Police Department Tow Service List shall include, but not be limited to, the following reasons:
 - 1. Repeated and continual failure to comply with administrative and legal requirements.
 - 2. Bona fide complaints of excessive charges.
 - 3. Repeated and continual failure to respond promptly when called for service.
 - 4. Any criminal involvement in stolen vehicles, parts, etc., by the towing firm.
 - 5. Repeated bona fide complaints from the public or members of the Department.
 - 6. The giving of gratuities.
 - 7. Inept performance.
 - 8. Release of a vehicle which is on "hold" status.

IX. Insurance Requirements

Unless other such amounts and types of insurance coverage are accepted by the Village, Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons, damage to property and/or other applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:

- A. Workers' Compensation and Employers Liability Insurance. Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employer's Liability insurance with minimum coverage limits of \$1,000,000 each accident, including occupational disease coverage with limits of \$1,000,000 per employee, subject to policy minimum limits of \$1,000,000 per annum. The policy must cover every person operating a tow truck on behalf of the towing service.
- B. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 for any one accident for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- C. Commercial General Liability Insurance. Commercial general liability insurance with policy limits of not less than \$1,000,000 and \$2,000,000 in the aggregate and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract under the commercial general liability policy.

The commercial general liability policy required under the Agreement shall be endorsed to name the VILLAGE OF OSWEGO and its officers, officials, employees, and agents as additional insureds on each of the policies respect to liability arising out of with respect to liability arising out of ongoing and completed operations performed by Contractor or on behalf of the Contractor.

- D. Garage Keeper's Liability Insurance. Garage keeper's liability insurance with policy limits of not less than \$2,000,000 and \$100,000 minimum on-hook coverage or cargo insurance covering thefts from or damage done to vehicles while in storage also shall be provided to the Village before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, the Contractor will provide the Village with a letter from the insurance carrier that the Village will be notified within ten (10) days of the pending cancellation of any policy relating to this contract. The Village of Oswego shall be named as an additional insured on these insurance contract. The Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the Village if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of insurance will result in the suspension of the use of the Contractor's services until verification of insurance is provided.

A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the Village before commencing work and shall remain in effect for the duration of the agreement.

X. Indemnification, Defend and Hold-Harmless

To the fullest extent permitted by Illinois law, Contractor hereby agrees to defend, indemnify and hold harmless the Village from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

XI. Length of Agreement

This Agreement shall be in effect beginning January 1, 2021 through December 31, 2023. The Village reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to the Contractor and vice versa. Such notice of termination shall be in writing. Failure of the Contractor to perform any aspect of this Agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, will be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The bestowing of the Agreement will be looked upon the Village as a

trust; the Contractor will be required to give high quality service and treatment to the public and to the Village.

XII. Ethical Considerations

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors such as but not limited to: response times, condition of equipment, cooperation with the Village and the ability to adhere to the Agreement with the Village. Any company performing Village directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence could be cause for immediate termination of this Agreement.

The Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober employees with high integrity will be employed to perform any services required by this Agreement.

No employee of the towing agency is allowed to perform **any** towing services for the Village of Oswego who has been convicted within the past five (5) years of a criminal offense involving:

- bodily injury or attempt to inflict bodily injury to another person;
- theft of property or attempted theft of property;
- sexual assault or attempted sexual assault of any kind; or
- any felony charge.

XIII. Compliance with Laws and Regulations:

- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state and with the Village.
- B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- C. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

XIV. Independent Contractor:

There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health,

worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

XV. Approval and Use of Subcontractors:

The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

XVI. Assignment:

Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

XVII. Governing Law and Venue

This Agreement shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Illinois. Any lawsuit instituted concerning this Agreement shall be brought in the Circuit for the 23rd Judicial Circuit, Kendall County, Illinois.

XVIII. Entire Agreement

This Agreement, and the other documents referred to herein, constitute the sole and entire understanding between the Parties with respect to the subject matter hereof, and supersede all prior agreements and understandings among the Parties with respect to the subject matter hereof.

XIX. Amendment

This Agreement shall not be amended except by a written instrument or document signed and delivered by the Parties hereto.

XX. Certifications: Contractor hereby:

- A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
- F. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

Company Name

Address *City* *State* *Zip Code*

Phone Number *Email Address*

Signature of Authorized Representative *Title*

Printed Name of Authorized Representative *Date*