

Vanderburgh County



Request for Proposal ***RFP-000-001-2024***

TOWING & STORAGE OF DISABLED, ABANDONED, WRECKED, & IMPOUNDED VEHICLES

Issue Date: July 26, 2024

Issued By: Vanderburgh County
Sheriff Department
3500 N Harlan Ave.
Evansville, IN 47711

Transmitted Via: Email and Posting on Website:
<https://www.evansvillegov.org/County/Office/division.php?structureid=130>

Inquiries: Questions should be submitted via Email to:
Noah Robinson
Sheriff
nrobinson@vanderburghsheriff.org
812-421-6203

Proposals Due: August 27, 2024 @ 9:30 a.m.

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1. **INTRODUCTION**

The Vanderburgh County Sheriff's Office, on behalf of the Vanderburgh County Commissioners (the "Owner") is soliciting competitive proposals from qualified vendors for a three-year contract for the towing and storage of nuisance, wrecked, and impounded vehicles, and towing/storage services of abandoned vehicles as defined under Indiana statutory provisions, especially IC 9-13-2-1, and as those provisions may from time to time be amended by the State legislature. The County is also seeking proposals for towing County-owned vehicles that have become inoperable.

Your company, among others, is invited to submit a proposal on a competitive basis in the format described in this Request for Proposal (RFP). This RFP establishes requirements and defines responsibilities of the proposing Vendor (hereinafter "Contractor") to perform all phases of work.

Sealed proposals will be received in Room 301, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708 until 9:30 A.M. (CST) on August 27, 2024 at which time responding vendors will be announced. Proposals to be submitted prior to August 27, 2024 shall be submitted to the Vanderburgh County Sheriff's Office, ATTN: Sheriff Noah Robinson, 3500 N Harlan Ave, Evansville, Indiana 47711. Proposals submitted to the Sheriff's Office shall be submitted prior to 4:30 P.M. (CST) on August 26, 2024.

Please contact Vanderburgh County-Vanderburgh County's Director of Purchasing via email to have your company added to the addendum distribution list. The contact information is as follows: Noah Robinson, nrobinson@vanderburghsheriff.org.

2. **GENERAL REQUIREMENTS**

- A. Must have the ability to tow up to 25 vehicles a day during any eight (8) hour period of time.
- B. Wrecker Service must respond to scene within 20 minutes of notification.
- C. Contractor shall impound vehicles, as requested by Sheriff deputies.
- D. Contractor shall provide the services set forth in this agreement twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year without exception.
- E. Contractor has fleet of registered recovery vehicles capable of providing service.

MUST HAVE A MINIMUM OF TEN (10) WRECKERS AND TWO (2) TANDEM AXLE WRECKERS CAPABLE Of REMOVING A TRACTOR TRAILER SIZED TRUCK.

- F. Must be able to store up to 800 vehicles in a secure fashion, with adequate drainage and no mud problem. Storage area shall be a minimum of 4 acres.
- G. Provide secure lock-down opaque fence area for storage of vehicles.
- H. Provide inside secure storage for up to eight (8) cars and two (2) semi-tractors and trailers (reconstruction purposes).
- I. Hours of operation for customer pick-up shall be a minimum of:

7:00 AM - 6:00 PM Monday thru Friday
8:00 AM - 3:00 PM on Saturday
8:00 AM - 12:00 PM on Sunday

3. **RESPONSE INSTRUCTIONS**

The submitted proposal must follow the rules and format established within this Request for Proposals (RFP). Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

4. CONTACT WITH MUNICIPALITY EMPLOYEES

There shall be no verbal discussion of any nature concerning this RFP between any vendor and County employees, and/or Board Members before, during or after the public opening. This does not include discussions that may occur during site visits by the evaluation team during the review process.

To ensure a fair and objective evaluation of all proposals, vendors are required to submit all inquiries in writing to the Vanderburgh County Sheriff's Office, ATTN: Sheriff Noah Robinson, 3500 N Harlan Ave, Evansville, Indiana 47711. All questions will be compiled, answered in writing, posted on the Purchasing Webpage, and sent via email to all contractors who have had themselves added to the email distribution list no later than ten (10) business days prior to proposal opening.

5. ASSESS RFP DOCUMENTS

Before submitting a proposal, Contractors shall examine the specifications and Scope of Work in order to understand all conditions and limitations.

6. COSTS OF RFP PREPARATION AND SUBMISSION

Each Contractor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

7. OPENING OF PROPOSALS

All responses received by the submission deadline will be publicly opened at the Vanderburgh County Commissioners on August 27, 2024 at 9:30 A.M. Responding Contractors are welcome at the public opening. Only the names of the companies responding will be disclosed so as to avoid disclosure of contents to competing Contractors during the process of negotiation (IC 5-22-9-4).

8. PROPOSAL REVIEW

All documents submitted as part of the Contractor's proposal will be deemed confidential during the evaluation process. Contractor proposals will not be available for review by anyone other than the evaluation team or its designated agents. There shall be no disclosure of any Contractor's information to a competing Contractor prior to award of the contract. All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act, at award of contract, cancellation of this RFP, or within 180 days, whichever shall occur first.

9. PROPOSAL FORMAT AND FORM

Each proposal will be prepared in the format specified in a tabbed three-ring binder with a table of contents, incorporating the additional forms provided at the end of this document, and be submitted in a sealed envelope or box showing the vendor's name, business address, bid title, date and time of opening on the front of the envelope. Contractors must submit one (1) original, two (2) copies, and one (1) thumb drive containing all proposal submission documents (must be in Microsoft compatible format). Proposals must be clear, concise, typewritten, and must be signed in ink by the official authorized to bind the submitter to its provisions.

The proposal must be prepared in the following format:

Section 1 – Introduction

Provide an introduction of your company, including principal owners.

Section 2 – Vendor Background and Qualifications

Provide narrative responses to the following questions, including any necessary documentation, for each item listed below.

1. Specify the number of years the Contractor has been in the public sector towing business. (Contractor are required to furnish evidence that they have past experience in this type of work as outlined in the Scope of Services, to include specific experience in towing services.)
2. Provide a chronology of the company's growth, heritage, and staff size and ownership structure. Describe the seniority, tenure, and background of the senior management team.
3. Indicate whether the business is a parent or subsidiary in a group of companies.
4. Has this company ever been purchased by another company or acquired because of a merger or acquisition? If yes, provide details regarding the name of the companies involved, specific services/products affected, and when such merger or acquisition(s) took place.
5. What percentage of revenues does towing services account for, verses other services/products, currently represent to your company?
6. Provide a brief statement of the company's background demonstrating longevity and financial stability.
7. Include the company's past three (3) years of audited Financial Statements.
8. Provide details of all past or pending litigation, liens or claims filed against Contractor in the past five years.
9. Provide details of all past or pending litigation Contractor has filed against others in the past five years.
10. Describe your company's service & support philosophy, how it is carried out, and how success is measured.
11. Provide details of all past or pending complaints, citations, summonses, or warning letters received from governmental agencies directed to the Contractor within the past five years.

Section 3 – Customer References

Please provide at least three (3) customer letters of reference that are representative of the requested towing services.

Section 4 – Implementation and Support

Answer the following questions and provide the necessary documentation for each item listed below.

1. Provide a detailed list of vehicles and other equipment, along with VIN numbers to be utilized in the performance of this service, including proof of State registration of all recovery vehicles.
2. Provide a copy of all necessary occupational license(s) to perform such work, as required by local, state and federal regulations.
3. State your company's firm response schedule for the services. The desired response time is 20 minutes or less.
4. List address, size and current zoning classification of storage facility(ies). Also provide proof of the date "Special Use #9" was received at this facility(ies).

5. Provide a list of all employees, title, date employment began, and certifications obtained (related to this contract), including Commercial Driver's License.
6. Provide a Copy of your Company's Drug & Alcohol Use Policy.

Section 5 – Insurance

The successful Contractor shall provide proof of insurance in an amount not less than as follows:

1. \$1,000,000 for injury or death to any one person arising out of any one accident or collision and \$2,000,000.00 aggregate
2. \$1,000,000 for damage to the property of each person resulting from a particular incident
3. \$1,000,000 for damage to vehicles or loss of personal property from vehicles while being towed to or stored at Contractor's storage facility at the request of the County

After award, the Vanderburgh County shall be an additional named insured on the policy and the towing company's insurance will be primary.

Section 6 – Cost Information

Please review the specific Scope of Services and provide the Proposed Costs included on pages A-1, B-1, and C-1. Vendors shall not substitute these pages.

Section 7 –Required Forms

Provide a signed original copy of all forms required to be submitted with this RFP in the following order:

- | | |
|---|-----|
| 1. Equal Employment Opportunity | E-1 |
| 2. Indiana Legal Employment Declaration | F-1 |
| 3. Non-Collusion Affidavit | G-1 |
| 4. Conflict of Interest / Familial Disclosure | H-1 |
| 5. Security (Bid) Bond | |

10. DELIVERY OF PROPOSALS

The submittals should be sealed and clearly labeled as:

Sealed Proposal
<Company Name>
"RFP-036-001-2024 Towing Services,
Opening August 27, 2024."

It is the sole responsibility of the Contractor to see that their RFP is received in the proper time. Any proposal received after the proposal opening date and time shall be eliminated from consideration and returned to the Contractor unopened.

Any RFP's delivered prior to August 27, 2024, shall be delivered to the following address:

Vanderburgh County Sheriff's Office
ATTN: Sheriff Noah Robinson
3500 N Harlan Ave
Evansville, Indiana 47711.

NOTE: Contractors may bring proposals directly to the August 27, 2024 Board meeting in room 301 of the Civic Center 1 NW Martin Luther King Jr. Blvd, Evansville, IN 47708. All Proposals must be handed to the Board Secretary by 9:30 A.M. in order to be considered.

11. RESPONSE INSTRUCTIONS

- A. **All proposals must be received on or before the time and date indicated in the Notice to Vendors.** The responsibility for submitting proposals in a timely manner is solely that of the Contractor. The Owner will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late proposals will not be considered and will be returned, unopened, to the Contractor.
- B. Contractor shall submit their proposal in the required format, utilizing the PROPOSED COSTS forms provided and supplying all the required information.
- C. Contractor are required to provide all requested information. **Proposal should be submitted in a sealed envelope showing the Contractor's name, business address, bid title, date and time of opening on the front of the envelope.** Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposals may result in the rejection of your proposal.
- D. Complete withdrawal or complete exchange of proposal is acceptable, only if done before scheduled opening.
- E. All proposals must be signed by an authorized official of the Contractor.

12. SECURITY (BID) BOND PERFORMANCE BOND

Vendors are required to submit a Security Bond with their proposal

- 1. All proposals require a security (bid) bond or certified check in an amount equal to \$1,000. Security bonds must be executed by a corporate surety licensed under the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the security bond.
- 2. All proposals not accompanied by a security bond or a certified check, payable to the Vanderburgh County Commissioners will be rejected as non-responsive.
- 3. Vendors wishing the return of the security bond should include a self-addressed stamped envelope with their Proposal. The requested document will be returned as soon as possible upon successfully entering into contract negotiations with a selected Vendor.

Vendors will be required to submit a Performance Bond during contract negotiations.

- 1. In the event that the County enters into final contract negotiations with a Contractor, the County reserves the right to require Contractor to provide a performance bond in the amount of Five Thousand Dollars (\$5,000.00), which may be used to satisfy any direct damages to the County resulting from Contractor's failure and/or refusal to engage in good faith negotiations and/or honor the terms of its proposal and/or contract. The bond must remain in effect for the duration of the contract. The Performance Bond is to be posted with the Vanderburgh County Sheriff Office within ten (10) business days after award.

In place of the bond, a certified check or cashier's check in the full amount of the contract may be provided. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the Contractor to include the cost

13. TERMS OF RESULTING CONTRACT

The duration of this Contract shall be from the date of the signed agreement through December 31, 2027, unless sooner terminated for cause as provided in the contract. Notwithstanding the foregoing, the Owner and the

awarded Contractor may, upon their mutual agreement, include an option for two (2), one (1) year extension of the Contract. Any contract extensions approved by the Vanderburgh County Commissioners and the Sheriff's Office.

14. DEFAULT AND TERMINATION OF CONTRACT

The successful vendor shall assume full responsibility for towing services. Should the successful vendor fail to perform within the agreed upon time frame, the County reserves the right to contact another towing company for the services.

Should the successful vendor fail to correct any condition which is in violation of the terms of the contract(s), within 24 hours after having been notified by the Owner, the Owner may declare the contract(s) in default and terminate same immediately.

Vendor's failure to correct a written notice of failure to comply with the terms of contract(s) within 10 days shall be grounds for the County to terminate the contract(s).

15. WITHHOLDING PAYMENT

In the event a contract is cancelled under any provision herein, the County may withhold from the successful vendor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

16. INDEMNIFICATION

The successful vendor shall indemnify, defend and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County, or any of their agents or employees by any employee of the successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

17. DISCLOSURE

Contractor shall disclose all material facts with its proposal submission pertaining to any adverse information of the vendor or its principals and key employees whom will be providing services under the advertising contract, including:

- a. Felony convictions within the last 5 years;
- b. Bankruptcies discharged within the last 7 years;
- c. Tax liens assessed within the last 5 years; or
- d. Claims filed against either the County or any County Office within the last 5 years.

This disclosure shall not apply to any person or entity that is a stockholder owning less than twenty percent (20%) of the outstanding shares of a Contractor whose stock is publicly owned and traded.

Contractor shall also disclose any civil conviction or pending civil litigation involving contract performance during the last five (5) years anywhere in the United States against the Contractor or any business controlled by or affiliated with Contractor.

The Vanderburgh County Commissioners and the Vanderburgh County Sheriff may reject, at their discretion, any Contractor it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. The Vanderburgh County's finding may be based on the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The County may also reject any Contractor failing to make the disclosure required herein. By submitting a proposal, Contractor recognizes and accepts that the Vanderburgh County Commissioners and the Vanderburgh County Sheriff may reject any proposal at its sole discretion. The Contractor waives any claim it might have for damages or other relief arising from the rejection of its proposal, or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

1. EVALUATIONS

The Request for Proposals shall be awarded to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the RFP.

In determining whether an offeror is responsive, the following factors will be considered:

1. Whether the offeror has submitted an offer that conforms in all material respects to the specifications
2. Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offeror
3. Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract

In determining whether an offeror is responsible, the following factors will be considered:

1. The ability and capacity of the offeror to provide the service
2. The integrity, character and reputation of the offeror
3. The competency and experience of the offeror

While proposed price of services requested will be relatively important, it is not to be considered the only evaluation factor in determining the winning proposal.

An evaluation team will evaluate proposals on a variety of qualitative criteria as specified below (IC 5-22-9-2).

The criteria for vendor evaluation and consideration are, in order of importance:

1. Size, make-up, age, and condition of towing recovery fleet - 35%
2. Storage Facility capacity, adherence to zoning requirements, and overall appearance - 30%
3. Past Experience providing towing services for a County of similar size to Vanderburgh - 25%
4. Cost of services - 10%

The Owner reserves the right to reject any or all proposals or to make no award. The Owner reserves the right to conduct discussions with Contractors for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The Owner further reserves the right to waive any and all formalities or irregularities in quoting.

The Owner may award based on initial proposals received, without discussion of such proposals. However, selected Contractors may be invited to make oral presentations to the evaluation team.

The Purchasing Office and/or members of the evaluation team for this RFP reserve the right to physically inspect the storage facility at any time prior to award and throughout the contract.

2. SUMMARY OF EVALUATION PROCESS

Step 1 - Once all proposals are opened, they will be retained by the Purchasing Office to review for responsiveness. This includes, but may not be limited to, ensuring that proposals meet the requirements outlined in Paragraph 9 PROPOSAL FORMAT AND FORMS (page 2), paying particular attention to required forms listed in Section 7 (page 4) and ensuring they are present and properly signed.

Step 2 - Once proposals are deemed “Responsive,” they will be sent to the individual members of the evaluation committee. The individuals will take each proposal into consideration. Each proposal will be treated in the same manner and given equal consideration.

Step 3 – The committee will meet and all individual scores will be weighted in accordance with the assigned criteria percentages on page 7 of this RFP and subsequently combined to obtain an overall average score. The committee may answer each other questions at this time and also request to visit site, ask for presentation, and/or ask for clarification questions be sent to vendors.

Once site visits are completed and all questions are answered, committee members will be allowed to revise their individual scores. They will be asked to provide reasoning for these changes in written form.

The weighted individual scores will then be combined again and the average score will determine the proposed successful Vendor.

Step 4 - This information will be taken to the Vanderburgh County Commissioners as a recommendation of award and the Board will decide whether to accept.

3. PRESENTATIONS

Contractors may be required to make presentations and/or provide written clarifications of their responses at the request of the municipality.

4. RIGHT OF REFUSAL

The County reserves the right to reject all RFPs in their entirety. The County reserves the right to award the contract in any manner deemed in the best interest of its citizens.

5. SUBCONTRACTORS

The Owners intend to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any/all responsibility for performance of services by the subcontractor(s). Additionally, Vanderburgh County must be named as a third-party beneficiary in all subcontracts.

A list of all subcontractors proposed to take part in the performance of the contract must be provided to Vanderburgh County for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

To the degree available, the subcontractor list and corresponding financial/background information should be included in an appendix with the proposal response.

Vanderburgh County reserves the right to limit and/or reject any and all subcontractors.

6. MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION

Vanderburgh County formally adopted a Minority and Women Business Utilization Plan illustrating a commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all Contractors and to prohibit discrimination in all aspects of the public operations including the purchasing of products, services, and Public Safety contracts. (See County Code 2.26.070)

7. E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

8. TAXES

Vanderburgh County is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

9. LICENSES AND PERMITS

The successful Contractor or Contractors shall furnish Vanderburgh County upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of Vanderburgh County, Vanderburgh County, the State of Indiana and the United States of America.

The Contractor certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintains its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with Vanderburgh County, Vanderburgh County, Indiana.

All employees who operate recovery vehicles are required to possess a commercial driver's license. The facility where vehicles are to be stored must be properly zoned and meet all zoning requirements including, but not limited to, "Special Use #9."

County of Evansville Municipal Code (Title 18), referred to as the Zoning Ordinance, addresses fences. The Evansville Municipal Code states that all junkyards, salvage yards, storage yards, outside storage areas shall be completely enclosed with an opaque fence not less than eight feet high. This fencing requirement is mandatory for all storage areas for inoperable vehicles or inoperable equipment.

Vendors shall comply with all applicable Federal, State, and Local laws, ordinances and regulations applicable to the bidding and performance of the contract(s).

10. USE OF VANDERBURGH COUNTY'S NAME

Upon entering an agreement, the successful Contractor or Contractors agree not to use the name of Vanderburgh County, or any Office, in relation to the agreement within any commercial advertising, trade literature and/or press releases without prior written consent from Vanderburgh County.

11. INCORPORATED BY REFERENCE

This Request for Proposal (RFP) distributed by Vanderburgh County, including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the County as confidential will not be publicly disclosed.

12. CHOICE OF LAW AND VENUE

Any and all actions or proceedings arising out of, or related to, this RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by

Contractor constitutes consent and stipulation to jurisdiction and venue in the Circuit Court of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this RFP and any resulting contract.

13. ADVERSARIAL PARTIES

Any party responding to a bid, Request for Proposal, or quote for any contract with Vanderburgh County shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against Vanderburgh County.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against Vanderburgh County shall be considered a factor in determining the qualification, responsiveness and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the County Law Office for investigation and recommendation to the Board prior to the award of any contract.

The Board shall consider the report and recommendation of the County Law Office in determining the qualifications, responsiveness and responsibility of each such party in awarding any contract.

14. FINAL DETERMINATION

All final determinations with respect to whether a bidder is responsive and responsible shall be made by the Vanderburgh County Commissioners. The final decision and selection of a vendor shall be made by the Vanderburgh County Commissioners, in their sole discretion.

ARTICLE 1. DEFINITIONS

The following definitions shall apply throughout this Agreement:

- a. "Disabled Vehicle": A vehicle located on a public roadway or private property with public access within Vanderburgh County that is mechanically inoperable.
- b. "Abandoned Vehicle": A vehicle located on a public roadway or private property in violation of IC 9-13-2 et seq or Vanderburgh County Code 10.50.
- c. "Wrecked Vehicle": A vehicle located on a public roadway or private property with public access that has been involved in a crash resulting in sufficient physical damage to render it mechanically inoperable or prevent the rotation of one or more wheels.
- d. "Impounded Vehicle": A vehicle directed by the Sheriff's Office to be towed and taken to a place of storage for further investigation, subsequent to the arrest of the vehicle's operator, or other articulable condition that prevents the immediate release of the vehicle.
- e. "Tow": The removal of a vehicle from the public right of way, or private property with public access, to another location.
- f. "Recovery": The act of removing a vehicle from a location off the public right of way to a position on the roadway in order that the vehicle can be prepared for Tow, if required. The term includes repositioning a vehicle, whether on or off the roadway, that has overturned or has become entangled with any fixed object or other motor vehicle. The term DOES NOT include repositioning a vehicle subsequent to a Tow.
- g. "Transport": Moving a vehicle from the scene of a Tow to another location.
- h. "Secondary Transport": Moving a vehicle from the Contractor's yard to a location selected by the vehicle's owner or at the direction of the County or County's agent.
- i. "Dry run": Any situation wherein the Contractor's services are unneeded or refused.
- j. "County": A representative of the County Sheriff's Office or other County employee who is specifically authorized to request the Contractor's services.
- k. "Owner": A ny person who, alone, jointly, or severally with others, shall have title to the vehicle towed by Contractor with or without having actual possession.
- l. "Hazardous Fluid": Any automotive fluid that, if not properly contained and removed, would cause harm to the environment.

ARTICLE 2. SCOPE OF SERVICES

A. GENERAL PROVISIONS

- 1. Contractor shall provide services as requested by the County for all locations within Vanderburgh County to any other location within the Vanderburgh County as requested by the County or owner of the vehicle.

2. Contractor shall maintain sufficient equipment and personnel to provide the towing of up to twenty-five (25) vehicles in any eight (8) hour period of time.
3. The County agrees that it will call only the Contractor for the removal of Disabled, Wrecked, Abandoned, and Impounded vehicles, except as provided herein. Notwithstanding the foregoing, during any emergency condition or situation as declared by the Board of Commissioners of Vanderburgh County or the Vanderburgh County Sheriff, whereby the Contractor is unable to expeditiously remove or tow vehicles as a result of said emergency causing serious traffic hazards or jeopardizing public health safety, the County may at its discretion, temporarily authorize any auxiliary wrecker or other towing service to remove said vehicles until said emergency has ended without the County or the parties hereto violating the provisions of this Agreement.
4. Contractor shall Impound vehicles as requested by the Sheriff's Office and shall only release an impounded vehicle that is not on hold. The Sheriff's Office may designate an impounded vehicle for release at the time of the tow or email the Contractor at a later date removing the hold. The Contractor shall not accept a phone call from the Sheriff's Office requesting the release of a vehicle hold.
5. County owned vehicles will be given priority over other non- governmental vehicles in Contractor's dispatching and in the response of Contractor to requests for service by the County.
6. A vehicle operator or owner who is not under arrest may select the towing service other than Contractor provided the selected towing service arrives arrive at the scene within twenty (20) minutes of being called. If the selected towing service fails to meet this requirement, the Contractor will be notified to tow the vehicle in question.
7. When the Contractor's service is requested by the County, the Contractor will arrive on the scene with the necessary personnel and equipment to remove the vehicle(s) within twenty (20) minutes of being contacted. If the Contractor has not arrived within twenty (20) minutes of being contacted, the County may request another towing service.
8. The services to be provided by the Contractor may include removing a vehicle from a public street, highway, right- of-way, or any other location specifically directed by the County to the Contractor's storage facility or any other location directed by the County. No extra charges may be billed by the Contractor, except as specifically provided in this Agreement.
9. At no additional charge, the Contractor shall sweep, collect, and dispose of all debris from a vehicle crash scene, and contain and remove small amounts of hazardous fluid from the roadway at a crash scene to which the Contractor has been summoned for the removal of such vehicle or vehicles. If the Contractor fails to properly sweep, collect, and dispose of debris as required herein, and the County uses its own workers or contracts for such sweeping, collection and disposal, Contractor shall reimburse the County for all such actual costs incurred by the County. The Contractor shall not depart the scene of any crash without fully complying with the above provisions unless permission is first obtained from the County.
10. The Contractor shall conduct Hazardous Fluid Cleanups in accordance with section 10.70 of the Vanderburgh County Code and follow the fee schedule for that service as provided in this agreement.
11. Contractor shall reimburse any Fire Department responding to the scene of a vehicle crash for the use of any absorbent material placed on or off the public right of way prior to the arrival of the Contractor.
12. Contractor shall maintain a fleet of vehicles that are in good operating condition and in compliance with all relevant DOT standards. Those vehicles and equipment to be maintained by the Contractor shall include at minimum:
 - A. Ten (10) one (1) ton flat-bed wreckers capable of providing wrecker service for passenger vehicles.
 - B. All wreckers must be equipped with necessary and required emergency lighting, a power winch, fire extinguisher, ground-end tow sling, and equipment and supplies

needed to remove debris from the accident scene.

- C. Contractor shall maintain two (2) tandem axle wreckers or larger, that are capable of removing tractor trailer sized trucks.
13. Towing services outlined herein shall be available seven (7) days per week, twenty- four (24) hours per day, three hundred sixty-five (365) days per year.
 14. The list of fees to be charged for service under this Agreement shall be prominently displayed in the Contractor's place of business for public inspection. No fee shall be increased, nor additional fees added, except by amendment to this contract in a public meeting.
 15. The Contractor shall provide to the County Sheriff's Office a list of those vehicles ordered impounded or towed to the yard by the County that have remained on Contractor's property in excess of thirty (30) days at least once every seven (7) days. The list will be emailed to an address provided by the Sheriff's Office.
 16. The Contractor shall email the County Sheriff's Office and the County Commissioners Office with a list of all vehicles towed at the direction of the County Sheriff on a quarterly basis. The list will include the date and time of the request; vehicle make, model and year; owner of the vehicle; date of release, and a list of fees charged for services provided.
 17. Contractor shall use only properly trained personnel in the performance of this Agreement. A sufficient number of experienced wrecker drivers and other personnel shall be either on duty or on call so as to sufficiently respond to any request for service by the County within the required response time. All personnel who handle money shall be bonded by Contractor.
 18. All drivers shall maintain valid State driver licenses and the business shall be conducted in accordance with Federal law, Federal regulations, the laws and regulations of the State of Indiana, and the ordinances of the County of Vanderburgh and the City of Evansville. All vehicles shall be properly licensed and carry the insurance required herein.
 19. Contractor's employees shall make all reasonable efforts and take due care in the handling of any vehicle to prevent or minimize damage to the vehicle. Contractor's employees shall operate its equipment and vehicles with due regard for the safety of the public. Contractor's employees shall operate all wreckers in a manner in compliance with the law when responding to a request for service, while at the scene of a request for service, and when towing a vehicle.
 20. Contractor's employees shall be courteous to and cooperate with members of the public. Contractor's employees shall fully cooperate with the County and authorized County employees.
 21. All drivers of towing vehicles shall be drug tested at the time of hire and Contractor shall maintain a random drug testing program for all of its drivers. Legal compliance for a random drug testing policy shall rest exclusively with Contractor and Contractor agrees to indemnify and hold harmless county from any claim or suit that may arise related to such a policy and its enforcement.
 22. Contractor shall accept, as payment for services, the following: cash, certified check, insurance check, money order, credit card, or debit card. No surcharge for any payment type shall be permitted, except that a credit card or debit card processing fee of up to 3 percent may be assessed per transaction.
 23. Contractor will not charge any fee to any vehicle owner or owner's agent that is not specifically identified in this Agreement.

B. STORAGE OF VEHICLES.

1. Contractor shall maintain a neat and orderly storage facility for the safekeeping and storage of up to 800 vehicles towed at the request of the County. The storage facility shall have at a minimum four (4) acres of storage space to store vehicles ordered towed by the County. The described storage facility shall be maintained at Contractor's business location at XXX, Evansville, Indiana.
2. The storage facility maintained by the Contractor shall be completely enclosed by a secure fence and shall be in compliance with all zoning requirements. Contractor shall provide to the County all necessary certified documentation to show compliance with all zoning regulations, and that the Contractor possesses all necessary licenses and permits required to operate the business.
3. The storage facility shall be level and adequately drained to prevent any excessive or standing water even in times of inclement weather.
4. The Contractor recognizes and agrees that at the direction of the County or by any court order, any vehicle may be held for an indefinite period of time. The failure of the Contractor to maintain the required storage facility may result in the immediate termination of this Agreement.
5. The Contractor shall maintain reasonable security systems and policies to prevent theft from or of vehicles or vandalism to vehicles that were impounded or towed at the direction of the County. In addition, the Contractor shall provide a secure location with security cameras within the facility grounds for the storage of impounded vehicles at the specific request of the County Sheriff's Office.
6. Contractor shall provide a safe place within the confines of the storage facility for securing items of personal property that are found inside a vehicle that was impounded or stored at the direction of the County. Contractor shall provide a consistent and reliable system for documenting what personal property items are from which stored vehicles.
7. Contractor shall provide a consistent and reliable system for documenting all physical damage to stored vehicles that was present upon their arrival to the storage facility.
8. Contractor shall ensure an adequate number of employees are on-duty at all times to adequately fulfill the requirements of this Agreement.
9. During normal operating hours, the Contractor shall allow any vehicle owner or owner's agent to have access to the property in order to inspect the owner's vehicle or obtain personal property that is not attached to the vehicle. The Contractor shall move the vehicle to a location where the owner or owner's agent may pick up the vehicle.
10. Contractor shall have at least one (1) employee at the storage facility twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days per year without exception. The Contractor shall maintain sufficient personnel and equipment to permit pick-up of stored vehicles by the public during the following hours:

7:00 a.m. to 6:00 p.m. Monday through Friday

8:00 a.m. to 3:00 p.m. Saturdays

8:00 a.m. to 12:00 noon Sundays

11. If any person claims to have suffered loss or damage to property, or injury to any person, the

Contractor shall provide in writing the name of its insurance carrier and a contact telephone number or address to submit such a claim.

12. The storage facility shall include, within its confines, a separate storage facility, under roof, which is capable of being locked, so that vehicles impounded by the Sheriff's Office are protected to the extent deemed necessary by the Sheriff's Office. The separate secured storage facility shall contain an area capable of holding a minimum of twelve (12) large automobiles. This storage facility shall be completely sealed from any other work or storage area.
13. Lights on a towed vehicle shall be turned off once the vehicle is brought to the Contractor's storage yard and reasonable steps taken to prevent damage from the elements.
14. The storage lot shall be properly organized so that a person's vehicle may readily located. Records of where a vehicle is on the lot shall be maintained so that the vehicle may be located in a reasonable time.
15. Contractor shall follow the provisions of Vanderburgh County Ordinance 10.50 with regard to the disposal of Abandoned Vehicles. The Contractor shall not dispose of any Disabled, Abandoned, or Impounded vehicle that was ordered towed by the County except by authorization from the County Sheriff's Office or County Commissioner's Office. The County reserves the right to contract with a 3rd party provider for the auction or disposal of Abandoned Vehicles.
16. The Contractor shall strictly comply with the procedures and record keeping requirements of Indiana Code 24-14 et seq.

C. COMPLAINTS

1. A member of the public may file a complaint with the Vanderburgh County Sheriff's Office regarding Contractor's compliance with this Agreement. The Sheriff shall direct a member of his or her staff to investigate the complaint and attempt to resolve the dispute to the satisfaction of all parties.
2. A member of the public may bring a complaint before the Board of Commissioners of Vanderburgh County regarding Contractor's compliance with this Agreement. The Commissioners shall hear arguments from the complainant and the Contractor, make a determination as to the validity of the complaint, and enter a decision thereon. Either party may appeal that decision to a court of law.
3. Any person may resort to legal action in Court without first complying with C(1) and C(2) above.

ARTICLE 3. AUTHORIZED FEES, PROHIBITED FEES, and PROHIBITED PRACTICES

A. The Contractor shall not exceed the following fees to owners of vehicles and the insurance carrier of such owners when the request to tow is made by or through Central Dispatch, a deputy sheriff, or other authorized County employee. The following fees apply only to a request for service occurring within Vanderburgh County.

TOW

TOWING OF CAR, PICKUP TRUCK, SUV, VAN, MOTORCYCLE, UTILITY TRAILER, or ATV \$100.00 flat rate

TOWING OF TRUCK OVER 1 TON, MEDIUM SIZE TRAILER, or BOAT less than 30 feet long \$300.00 flat rate

TOWING OF SEMI TRACTOR (NO TRAILER) or BOAT 30 feet long or more \$750.00 flat rate
TOWING OF SEMI TRACTOR WITH TRAILER..... \$1,200.00 flat rate
TOWING OF BUS, LARGE RV, TRACTOR, BACKHOE, OR LARGE TRAILER \$600.00 flat rate

RECOVERY

RECOVERY OF CAR, PICKUP TRUCK, SUV, VAN, MOTORCYCLE, UTILITY TRAILER, or ATV \$150.00 flat rate
RECOVERY OF TRUCK OVER 1 TON, MEDIUM SIZE TRAILER, or BOAT less than 30 feet long \$200.00 per hour
RECOVERY OF SEMI TRACTOR (NO TRAILER) or BOAT 30 feet long or more..... \$600.00 per hour
RECOVERY OF SEMI TRACTOR WITH TRAILER \$1000.00 per hour
RECOVERY OF BUS, LARGE RV, TRACTOR, BACKHOE, OR LARGE TRAILER \$600.00 per hour

HAZARDOUS FLUID CLEANUP

ON ROADWAY LESS THAN FOUR (4) QUARTS Included in Tow
ON ROADWAY MORE THAN FOUR (4) QUARTS \$250 flat rate
ON ROADWAY MORE THAN TEN (10) QUARTS \$500 per hour
OFF ROADWAY LESS THAN FOUR (4) QUARTS \$500 flat rate
OFF ROADWAY MORE THAN FOUR (4) QUARTS..... \$1000 flat rate
OFF ROADWAY MORE THAN TEN (10) QUARTS \$1000 per hour

TRANSPORT

INITIAL TRANSPORT WITHIN COUNTY Included in Tow
SECONDARY TRANSPORT LESS THAN 1 TON WITHIN COUNTY \$65.00 flat rate
SECONDARY TRANSPORT OVER 1 TON WITHIN COUNTY Tow rate
TRANSPORT PAST COUNTY LINE \$3.00 per mile

STORAGE

OUTSIDE STORAGE FOR ALL VEHICLES \$15.00 per day
INSIDE STORAGE FOR ALL VEHICLES..... \$35.00 per day
YARD ADMINISTRATIVE FEE \$75.00

COUNTY ADMINISTRATIVE FEE..... \$50.00

B. The Contractor SHALL NOT charge the following PROHIBITED FEES nor exceed any FEE LIMIT listed below.

PROHIBITED FEES and FEE LIMITS

1. Assessing more than one Tow fee, Recovery fee, Hazardous Fluid Cleanup fee, Yard Administrative fee, or County Administrative fee per vehicle.
2. Any charge for Jumpstarting a vehicle held in the Contractor's yard
3. Moving or Repositioning a vehicle at the Contractor's yard
4. "Stacking" of charges based on the number or type of recovery or cleanup equipment used or the number of personnel

required on scene.

5. Assessing a fee based on any measurement other than per vehicle, per hour, per day, or per mile.
6. Charging a fee for reporting to any scene should the need no longer exist (i.e. "Dry Run") or if the offered service is refused.
7. Charging fees to the vehicle owner or owner's agent in order to access the vehicle at the yard.
8. Assessing a Hazardous Fluid Cleanup Fee to the owner of a vehicle if their vehicle did not spill any fluid (or an insufficient amount of fluid) to meet the thresholds listed under Hazardous Fluid Cleanup.
9. Charging the owner of a non-commercial vehicle who was the victim of a crime any fee or combination of fees in excess of \$300, inclusive of the County Administrative Fee and County Environmental Ordinance.
10. Charging to tow, recover, jump start, or provide fuel to a County owned vehicle within the County.
11. "Special Equipment", "Winching", "Labor", "Overtime", "Cleanup", "Sweeping" or similar terms.
12. Charging any fee not specifically permitted by this agreement.
13. The County shall not be responsible for the payment of any towing or storage charges incurred as the result of towing or storing non-County owned property.

C. The Contractor SHALL NOT engage in any of the following PROHIBITED PRACTICES listed below.

PROHIBITED PRACTICES

1. Failing to inform a vehicle owner of their right to have their vehicle transported to a Body Shop, Repair Facility, or other location of their choosing at the time of Tow.
2. Refusing to tow a vehicle to a Body Shop or Repair Facility if the Owner or Operator of the vehicle is willing to pay the Contractor for services at the time of the Tow.
3. Refusing to release a vehicle to its owner at the scene of a Tow (unless ordered otherwise by the County) if the vehicle has not yet been attached to or hoisted by the towing truck (i.e. "Dry Run").
4. Refusing to release a vehicle to its owner or operator at the scene of a tow (unless ordered otherwise by the County) if the vehicle has been attached to or hoisted by the towing truck, has not yet departed the scene, and the owner or operator of the vehicle is willing to pay the Contractor for the fees already accrued.
5. Stopping at the scene of a vehicle crash or near a disabled vehicle in violation of IC 24-14-3-2 for the purpose of soliciting an engagement for towing services unless the Contractor was summoned to perform the towing service by Central Dispatch, a law enforcement officer, or the vehicle owner.

D. County Administrative Fee

Due to the costs associated with training and equipping sheriff's deputies and firefighters who respond to vehicle crashes on County roadways, the County authorizes and requires the Contractor assess against the Owner of a Wrecked vehicle that requires towing a County Administrative Fee of Fifty dollars (\$50.00), which shall be collected in addition to all other applicable towing and storage charges. The County Administrative Fee shall not be assessed to an Abandoned, Disabled, or Impounded vehicle.

The County Administrative Fee shall be sent to the Vanderburgh County Auditor's Office within sixty (60) days of collection. Twenty-five (\$25) dollars shall be deposited into the County Sheriff's Office Training Fund. Twenty-five (\$25) dollars shall be deposited into the designated Training Fund of the Fire Department having jurisdiction over the location where the wreck occurred.

Contractor shall send a detailed fee report to the Vanderburgh County Sheriff's Office and to the County Auditor's Office for all collected County Administrative Fees.

PROPOSED COSTS

RFP-036-001-2024

TOWING AND STORAGE OF NUISANCE, WRECKED AND IMPOUNDED COUNTY VEHICLES

TOWING OF CAR, PICKUP TRUCK, SUV, VAN, MOTORCYCLE, UTILITY TRAILER or ATV \$_____ flat rate
TOWING OF TRUCK OVER 1 TON, MEDIUM SIZE TRAILER, or BOAT less than 30 feet long \$_____ flat rate
TOWING OF SEMI TRACTOR (NO TRAILER) or BOAT 30 feet long or more \$_____ flat rate
TOWING OF SEMI TRACTOR WITH TRAILER \$_____ flat rate
TOWING OF BUS, LARGE RV, TRACTOR, BACKHOE, OR LARGE TRAILER \$_____ flat rate

RECOVERY

RECOVERY OF CAR, PICKUP TRUCK, SUV, VAN, MOTORCYCLE, UTILITY TRAILER, or ATV \$_____ flat rate
RECOVERY OF TRUCK OVER 1 TON, MEDIUM SIZE TRAILER, or BOAT less than 30 feet long... \$_____ per hour
RECOVERY OF SEMI TRACTOR (NO TRAILER) or BOAT 30 feet long or more \$_____ per hour
RECOVERY OF SEMI TRACTOR WITH TRAILER \$_____ per hour
RECOVERY OF BUS, LARGE RV, TRACTOR, BACKHOE, OR LARGE TRAILER..... \$_____ per hour

HAZARDOUS FLUID CLEANUP

ON ROADWAY LESS THAN FOUR (4) QUARTS Included in Tow
ON ROADWAY MORE THAN FOUR (4) QUARTS \$_____ flat rate
ON ROADWAY MORE THAN TEN (10) QUARTS \$_____ per hour
OFF ROADWAY LESS THAN FOUR (4) QUARTS \$_____ flat rate
OFF ROADWAY MORE THAN FOUR (4) QUARTS \$_____ flat rate
OFF ROADWAY MORE THAN TEN (10) QUARTS \$_____ per hour

TRANSPORT

INITIAL TRANSPORT WITHIN COUNTY Included in Tow
SECONDARY TRANSPORT LESS THAN 1 TON WITHIN COUNTY \$_____ flat rate
SECONDARY TRANSPORT OVER 1 TON WITHIN COUNTY Tow rate
TRANSPORT PAST COUNTY LINE \$_____ per mile

STORAGE

OUTSIDE STORAGE FOR ALL VEHICLES \$_____ per day
INSIDE STORAGE FOR ALL VEHICLES \$_____ per day
YARD ADMINISTRATIVE FEE \$_____ per vehicle

COUNTY ADMINISTRATIVE FEE \$50.00

PROPOSED COSTS

RFP-036-001-2024

AUTHORIZED SIGNATURE

DATE

NAME (TYPED OR PRINTED)

TITLE

COMPANY NAME

TELEPHONE (Include Area Code)

ADDRESS (STREET)

COUNTY, STATE, ZIP CODE

FAX NUMBER (Include Area Code)

EMAIL

PROPOSED ADDITIONAL COSTS
RFP-000-001-2024

TOWING OF ABANDONED VEHICLES

This is for the towing and storage of abandoned vehicles as defined under Indiana statutory provisions, found in Indiana Code 9-22-1, and Vanderburgh County Code 10.50.010 through 10.50.110 (attached as Exhibits), and as those provisions may from time to time be amended.

The costs for removal and storage of an abandoned vehicle or parts NOT claimed by the person who owns or holds a lien on a vehicle shall be paid from the abandoned vehicle account established by County Municipal Code.

Other Fees (describe) _____

AUTHORIZED SIGNATURE

DATE

NAME (TYPED OR PRINTED)

TITLE

COMPANY NAME

TELEPHONE (Include Area Code)

ADDRESS (STREET)

COUNTY, STATE, ZIP CODE

FAX NUMBER (Include Area Code)

EMAIL

EQUAL EMPLOYMENT OPPORTUNITY

(Signed form must be submitted with Bid)

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the Americans with Disabilities Act and the rules and regulations promulgated there under.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

Vendor Representative (please print)

Signed

Vendor Name

Telephone

Vendor Address

Date

INDIANA LEGAL EMPLOYMENT DECLARATION

(Signed form must be submitted with Proposal)

The State of Indiana has enacted a law (I.C. 22-5-1.7-11) requiring all state agencies and political subdivisions request verification from their Contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with Vanderburgh County must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the Contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) ss:
_____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by bidder, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Bidder further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

County of Residence: _____

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials/equipment stipulated in said bid.

Contracting Authority Members:

Date: _____

Conflict - of - Interest Familial Disclosure Form

Project: _____

ALL Vendors must complete this Conflict-of-Interest Familial Disclosure Form and must attach the completed form to the proposal.

I affirm that no principal, representative, agent, employee, Contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the vendor (a "Vendor Party"), is currently an employee of Vanderburgh County ("County"), any County Office or a member of any County Board or Council; nor will any such person connected to the vendor be privy to any County information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exists between a Vendor Party and any employee or member of any County Office or board.

As the vendor, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a vendor, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the County will ensure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the proposal packages, to ensure the integrity of the process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the County and the nature of the potential conflict, or if applicable: "NONE":

Signature(s): _____

Title: _____

Vendor/Bidder: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, _____ of _____, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of _____, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this _____ day of _____, 20_____.

My commission expires:

Notary Public

My County of residence is:

_____ County, State of _____

Name of Notary Public

DO NOT SUBSTITUTE THIS PAGE –

- INDIANA CODE -

IC 9-22 VEHICLES

ARTICLE 22. ABANDONED, SALVAGED, AND SCRAP

Ch. 1.	Abandoned Vehicles
Ch. 1.5.	Abandoned Mobile Homes
Ch. 1.7.	Abandoned Manufactured Homes in Mobile Home Communities
Ch. 2.	Unauthorized Storage of Motor Vehicles
Ch. 3.	Salvage Motor Vehicles
Ch. 4.	Repealed
Ch. 5.	Scrapping Motor Vehicles
Ch. 6.	Mechanic's Liens for Vehicles

IC 9-22-1Chapter 1. Abandoned Vehicles

9-22-1-0.3	Placement of notice tags for abandoned vehicles; required information on notice tag; towing service recovery of costs
9-22-1-1	Application of chapter
9-22-1-2	"Officer"
9-22-1-3	"Public agency"
9-22-1-3.5	"Storage yard"
9-22-1-4	Responsibility and liability of owner of abandoned vehicle or parts; limitation of costs for storage
9-22-1-5	Discovery of possession by person other than vehicle owner
9-22-1-6	Repealed
9-22-1-7	Inability to determine ownership; declaring vehicle abandoned
9-22-1-8	Release to owner or lienholder of stored vehicle; required notification; fees; payments; business hours
9-22-1-9	Repealed
9-22-1-10	Repealed
9-22-1-11	Tagging abandoned vehicle or parts
9-22-1-12	Officer's abandoned vehicle report; photographs
9-22-1-13	Disposal of vehicle or parts; retention of records and photographs by bureau
9-22-1-14	Duties of tagging officer; towing and storage of vehicle or parts
9-22-1-15	Discovery of vehicle abandoned on private property
9-22-1-16	Towing vehicle from private property
9-22-1-17	Notice to bureau given by service towing vehicle from rental property
9-22-1-18	Complaint by person owning or controlling private property
9-22-1-19	National data base search; notification; storage costs
9-22-1-20	Repealed
9-22-1-21	Means of vehicle identification not available; disposal without notice
9-22-1-21.5	Liens on vehicles; public sale or auction; civil damages
9-22-1-22	Repealed
9-22-1-23	Public sale by unit or holder of mechanic's lien; notice
9-22-1-24	Purchasers at public sales; bill of sale; fees; roadworthiness of vehicle
9-22-1-25	Payment of removal, storage, and disposition costs; cost limits
9-22-1-26	Sale proceeds credited against removal, storage, and disposition costs
9-22-1-27	Sales by city, county, or town; deposit of proceeds; payment of public agency costs; appropriations
9-22-1-28	Repealed
9-22-1-29	Repealed
9-22-1-30	Fiscal body procedures established by ordinance; abandoned vehicle fund
9-22-1-31	Public agencies; personnel, property, and towing contracts; fiscal body ordinances
9-22-1-32	Liability for loss or damage to vehicle or vehicle parts

IC 9-22-1-0.3Placement of notice tags for abandoned vehicles; required information on notice tag; towing service recovery of costs

Sec. 0.3. (a) This section applies to an abandoned vehicle:

- (1) that was towed by a towing service from private property before May 2, 2001;
- (2) that is in possession of a towing service company on May 2, 2001;
- (3) that could have been removed from private property under sections 15 and 16 of this chapter, both as amended by P.L.108-2001, if P.L.108-2001 were in effect at the time that the towing service removed the abandoned vehicle from the private property; and

(4) for which the towing service has not received payment for the towing charges accruing from removal of the vehicle from private property.

(b) The towing service may post the notice tag required by section 15 of this chapter, as amended by P.L.108-2001, on a picture of the abandoned vehicle and place the notice tag and picture in a prominent place on the private property from which the abandoned vehicle was towed for the time required by section 15 of this chapter, as amended by P.L.108-2001. The name and address on the notice tag may be the name and address of the owner of the private property or the name and address of the towing service. The notice tag must state the address where the vehicle is located. Compliance with this subsection shall be treated as compliance with section 15 of this chapter, as amended by P.L.108-2001.

(c) A towing service may recover costs incidental to the removal and storage of an abandoned vehicle that accrued before May 2, 2001, to the same extent as if the costs were accrued after May 2, 2001.

As added by P.L.220-2011, SEC.218.

IC 9-22-1-1Application of chapter

Sec. 1. This chapter does not apply to the following:

- (1) A vehicle in operable condition specifically adapted or constructed for operation on privately owned raceways.
- (2) A vehicle stored as the property of a member of the armed forces of the United States who is on active duty assignment.
- (3) A vehicle located on a vehicle sale lot.
- (4) A vehicle located upon property licensed or zoned as an automobile scrapyard.
- (5) An antique vehicle registered and licensed under [IC 9-18-12](#) (before its expiration), a historic vehicle licensed under [IC 9-18.5-34](#), or a military vehicle registered under [IC 9-18.1-8](#).
- (6) A golf cart.
- (7) An off-road vehicle.

[Pre-1991 Recodification Citation: 9-9-1.1-15.]

As added by P.L.2-1991, SEC.10. Amended by P.L.108-2001, SEC.2; P.L.150-2009, SEC.15; P.L.259-2013, SEC.19; P.L.256-2017, SEC.162.

IC 9-22-1-2"Officer"

Sec. 2. As used in this chapter, "officer" means the following:

- (1) A regular member of the state police Office.
- (2) A regular member of a city or town police Office.
- (3) A town marshal or town marshal deputy.
- (4) A conservancy district marshal or deputy conservancy district marshal.
- (5) A regular member of the county police force.
- (6) An individual of an agency designated by ordinance of the fiscal body.

[Pre-1991 Recodification Citation: 9-9-1.1-2 part.]

As added by P.L.2-1991, SEC.10. Amended by P.L.122-2023, SEC.5.

IC 9-22-1-3"Public agency"

Sec. 3. As used in this chapter, "public agency" means a local or state agency given the responsibility by statute or ordinance for the removal, storage, and disposal of abandoned vehicles.

[Pre-1991 Recodification Citation: 9-9-1.1-2 part.]

As added by P.L.2-1991, SEC.10. Amended by P.L.191-2007, SEC.6; P.L.157-2017, SEC.1.

IC 9-22-1-3.5"Storage yard"

Sec. 3.5. As used in this chapter, "storage yard" means a storage facility or a towing service used for the removal and storage of abandoned vehicles or parts.

As added by P.L.104-2005, SEC.2.

IC 9-22-1-4Responsibility and liability of owner of abandoned vehicle or parts; limitation of costs for storage

Sec. 4. (a) Except as provided in subsection (d), the owner of an abandoned vehicle or parts is:

- (1) responsible for the abandonment; and
- (2) liable for all of the costs incidental to the removal, storage, and disposal;

of the vehicle or the parts under this chapter.

(b) Except as provided in subsection (c), the costs for storage of an abandoned vehicle may not exceed two thousand dollars (\$2,000).

(c) The costs for storage of an abandoned vehicle with a length of at least thirty (30) feet may not exceed two thousand five hundred dollars (\$2,500).

(d) If an abandoned vehicle is sold by a person who removed, towed, or stored the vehicle, the person who previously owned the vehicle is not responsible for storage fees.

(e) If an abandoned vehicle is sold by a person who removed, towed, or stored the vehicle, and proceeds from the sale of the vehicle covered the removal, towing, sale disposal, and storage expenses, any remaining proceeds from the sale of the vehicle shall be returned as described in this chapter or [IC 9-22-6](#), whichever is applicable.

[Pre-1991 Recodification Citation: 9-9-1.1-3.]

As added by P.L.2-1991, SEC.10. Amended by P.L.104-2005, SEC.3; P.L.191-2007, SEC.7; P.L.125-2012, SEC.113; P.L.157-2017, SEC.2; P.L.127-2021, SEC.5.

IC 9-22-1-5Discovery of possession by person other than vehicle owner

Sec. 5. When an officer discovers a vehicle in the possession of a person other than the owner of the vehicle and the person cannot establish the right to possession of the vehicle, the vehicle shall be taken to and stored in a suitable place determined by the officer.

[Pre-1991 Recodification Citation: 9-9-1.1-4(a) part.]

As added by P.L.2-1991, SEC.10. Amended by P.L.125-2012, SEC.114; P.L.262-2013, SEC.104.

IC 9-22-1-6Repealed

[Pre-1991 Recodification Citation: 9-9-1.1-4(a) part.]

As added by P.L.2-1991, SEC.10. Amended by P.L.191-2007, SEC.8. Repealed by P.L.125-2012, SEC.115.

IC 9-22-1-7Inability to determine ownership; declaring vehicle abandoned

Sec. 7. If:

- (1) the owner or lienholder under section 8 of this chapter does not appear and pay all costs; or
- (2) the owner of a vehicle cannot be determined by a search conducted under section 19 of this chapter;

the vehicle is considered abandoned and must be disposed of under this chapter.

[Pre-1991 Recodification Citation: 9-9-1.1-4(b).]

As added by P.L.2-1991, SEC.10. Amended by P.L.191-2007, SEC.9; P.L.125-2012, SEC.116.

IC 9-22-1-8Release to owner or lienholder of stored vehicle; required notification; fees; payments; business hours

Sec. 8. (a) Subject to subsection (b), if the properly identified person who owns or holds a lien on a vehicle appears at the site of storage before disposal of the vehicle or parts and pays all costs relating to a tow, the storage of the vehicle, and all allowable fees, as applicable, the vehicle or parts shall be released.

(b) A towing service or storage yard may charge an inspection fee to an owner, a lienholder, or an insurance company representative to inspect a vehicle or retrieve items from the vehicle. A fee under this subsection must be refunded if the costs relating to a tow, the storage of the vehicle, and all allowable fees, as applicable, are paid under subsection (a).

(c) A towing service or storage yard must accept payment made by any of the following means from a person seeking to release a vehicle under this section:

- (1) Cash.
- (2) Certified check.
- (3) Insurance check.
- (4) Money order.

A towing service or storage facility may elect to accept payment by means of a credit card or debit card.

(d) Upon receiving payment of all costs relating to a tow, the storage of a vehicle, and all allowable fees, as applicable, a towing service or storage yard shall provide to the person making payment an itemized receipt that includes the information set forth in [IC 24-14-5](#), to the extent the information is known or available.

(e) A towing service or storage yard must be open for business and accessible by telephone during regular office hours. A towing service or storage yard must provide a telephone number that is available on a twenty-four (24) hour basis to receive calls and messages from callers, including calls made outside of regular office hours. All calls made to a towing service or storage yard must be returned within twenty-four (24) hours from the time received. However, if adverse weather, an act of God, or an emergency situation over which the towing service or storage yard has no control prevents the towing service or storage yard from returning calls within twenty-four (24) hours, the towing service or storage yard shall return all calls received as quickly as possible.

(f) A towing service or storage yard shall, if required, notify the appropriate public agency of all releases under this section. The notification must include:

(1) the name and address of:

(A) the person that owns or holds a lien on the vehicle; and

(B) the insurance company that insures the vehicle, if the vehicle was released to a representative of the insurance company;

(2) the signature of the individual to whom the vehicle was released;

(3) a description of the vehicle or parts;

(4) costs paid; and

(5) the date of release.

[Pre-1991 Recodification Citation: 9-9-1.1-4(c) part.]

As added by P.L.2-1991, SEC.10. Amended by P.L.125-2012, SEC.117; P.L.281-2019, SEC.1.

IC 9-22-1-9Repealed

[Pre-1991 Recodification Citation: 9-9-1.1-4(c) part.]

As added by P.L.2-1991, SEC.10. Amended by P.L.66-1992, SEC.4; P.L.191-2007, SEC.10. Repealed by P.L.125-2012, SEC.118.

IC 9-22-1-10Repealed

[Pre-1991 Recodification Citation: 9-9-1.1-4(d).]

As added by P.L.2-1991, SEC.10. Repealed by P.L.191-2007, SEC.21.

IC 9-22-1-11Tagging abandoned vehicle or parts

Sec. 11. An officer who finds or is notified of a vehicle or parts believed to be abandoned shall attach in a prominent place a notice tag containing the following information:

(1) The date, time, officer's name, public agency, and address and telephone number to contact for information.

(2) That the vehicle or parts are considered abandoned.

(3) That the vehicle or parts will be removed after:

(A) twenty-four (24) hours, if the vehicle is located on or within the right-of-way of an interstate highway or any highway that is designated as part of the state highway system under [IC 8-23-4](#); or

(B) seventy-two (72) hours, for any other vehicle.

(4) That the person who owns the vehicle will be held responsible for all costs incidental to the removal, storage, and disposal of the vehicle.

(5) That the person who owns the vehicle may avoid costs by removal of the vehicle or parts within:

(A) twenty-four (24) hours, if the vehicle is located on or within the right-of-way of an interstate highway or any highway that is designated as part of the state highway system under [IC 8-23-4](#); or

(B) seventy-two (72) hours, for any other vehicle.

[Pre-1991 Recodification Citation: 9-9-1.1-5(a).]

As added by P.L.2-1991, SEC.10. Amended by P.L.66-1992, SEC.5; P.L.131-2008, SEC.47; P.L.54-2009, SEC.6.

IC 9-22-1-12Officer's abandoned vehicle report; photographs

Sec. 12. If a vehicle or a part tagged under section 11 of this chapter is not removed within the applicable period, the officer shall prepare a written abandoned vehicle report of the vehicle or parts, including information on the condition and missing parts. Photographs may be taken to describe the condition of the vehicle or parts.

[Pre-1991 Recodification Citation: 9-9-1.1-5(b).]

As added by P.L.2-1991, SEC.10. Amended by P.L.131-2008, SEC.48; P.L.125-2012, SEC.119.

IC 9-22-1-13Disposal of vehicle or parts; retention of records and photographs by bureau

Sec. 13. (a) If the vehicle is a junk vehicle and the market value of an abandoned vehicle or parts is less than:

- (1) one thousand dollars (\$1,000); or
- (2) in a municipality that has adopted an ordinance under subsection (b), the amount established by the ordinance;

the towing service shall immediately transfer the vehicle to a storage yard. A copy of the abandoned vehicle report and photographs, if applicable, relating to the abandoned vehicle shall be provided to the storage yard. A towing service or storage yard may dispose of an abandoned vehicle not less than thirty (30) days after the date on which the towing service removed the abandoned vehicle. A city, county, or town that operates a storage yard under [IC 36-9-30-3](#) may dispose of an abandoned vehicle to an automobile scrapyard or an automotive salvage recycler upon removal of the abandoned vehicle. The public agency or storage yard disposing of the vehicle shall retain the original records and photographs for at least two (2) years. If the vehicle is demolished, a copy of the abandoned vehicle report shall be forwarded to the bureau by the automobile scrap yard after the vehicle has been demolished.

(b) The legislative body of a municipality (as defined in [IC 36-1-2-11](#)) may adopt an ordinance that establishes the market value below which an officer may dispose of a vehicle or parts under subsection (a). However, the market value established by the ordinance may not be more than seven hundred fifty dollars (\$750).

(c) When the bureau receives the report described in subsection (a), the bureau shall note the status of the vehicle in the records of the bureau.

[Pre-1991 Recodification Citation: 9-9-1.1-5(c).]

As added by P.L.2-1991, SEC.10. Amended by P.L.92-1997, SEC.2; P.L.104-2005, SEC.4; P.L.191-2007, SEC.11; P.L.125-2012, SEC.120.

IC 9-22-1-14Duties of tagging officer; towing and storage of vehicle or parts

Sec. 14. (a) If in the opinion of the officer the market value of the abandoned vehicle or parts is at least:

- (1) one thousand dollars (\$1,000); or
- (2) in a municipality that has adopted an ordinance under section 13(b) of this chapter, the amount established by the ordinance;

the officer, before placing a notice tag on the vehicle or parts, shall make a reasonable effort to ascertain the person who owns the vehicle or parts or who may be in control of the vehicle or parts.

(b) After seventy-two (72) hours, the officer shall require the vehicle or parts to be towed to a storage yard or towing service.

[Pre-1991 Recodification Citation: 9-9-1.1-5(d).]

As added by P.L.2-1991, SEC.10. Amended by P.L.92-1997, SEC.3; P.L.104-2005, SEC.5; P.L.125-2012, SEC.121.

IC 9-22-1-15Discovery of vehicle abandoned on private property

Sec. 15. (a) A person who finds a vehicle believed to be abandoned on private property that the person owns or controls, including rental property, may:

- (1) obtain the assistance of an officer under section 18 of this chapter to have the vehicle removed; or
- (2) personally arrange for the removal of the vehicle by complying with subsection (b) and section 16 of this chapter.

(b) If the person wishes to personally arrange for the removal of the vehicle, the person shall attach in a prominent place a notice tag containing the following information:

- (1) The date, time, name, and address of the person who owns or controls the private property and a telephone number to contact for information.
- (2) That the vehicle is considered abandoned.
- (3) That the vehicle will be removed after twenty-four (24) hours.
- (4) That the person who owns the vehicle will be held responsible for all costs incidental to the removal, storage, and disposal of the vehicle.
- (5) That the person who owns the vehicle may avoid costs by removal of the vehicle or parts within twenty-four (24) hours.

[Pre-1991 Recodification Citation: 9-9-1.1-5.5(a); (b).]

As added by P.L.2-1991, SEC.10. Amended by P.L.130-1995, SEC.1; P.L.108-2001, SEC.3; P.L.54-2009, SEC.7.

IC 9-22-1-16Towing vehicle from private property

Sec. 16. (a) If after twenty-four (24) hours the person who owns a vehicle believed to be abandoned on private property has not removed the vehicle from the private property, the person who owns or controls the private property on which the vehicle is believed to be abandoned may have the vehicle towed from the private property.

(b) Notwithstanding subsection (a), in an emergency situation a vehicle believed to be abandoned on private property may be removed immediately. As used in this subsection, "emergency situation" means that the presence of the vehicle believed to be abandoned interferes physically with the conduct of normal business operations of the person who owns or controls the private property or poses a threat to the safety or security of persons or property, or both.

[Pre-1991 Recodification Citation: 9-9-1.1-5.5(c).]

As added by P.L.2-1991, SEC.10. Amended by P.L.130-1995, SEC.2; P.L.108-2001, SEC.4; P.L.104-2005, SEC.6; P.L.191-2007, SEC.12; P.L.54-2009, SEC.8; P.L.262-2013, SEC.105.

IC 9-22-1-17Notice to bureau given by service towing vehicle from rental property

Sec. 17. A towing service that tows a vehicle under section 16 of this chapter shall give notice to the public agency that the abandoned vehicle is in the possession of the towing service.

[Pre-1991 Recodification Citation: 9-9-1.1-5.5(d).]

As added by P.L.2-1991, SEC.10. Amended by P.L.191-2007, SEC.13; P.L.125-2012, SEC.122.

IC 9-22-1-18 Complaint by person owning or controlling private property

Sec. 18. Upon complaint of a person who owns or controls private property that a vehicle has been left on the property for at least forty-eight (48) hours without the consent of the person who owns or controls the property, an officer shall follow the procedures set forth in sections 11 through 14 of this chapter.

[Pre-1991 Recodification Citation: 9-9-1.1-10.]

As added by P.L.2-1991, SEC.10.

IC 9-22-1-19 National data base search; notification; storage costs

Sec. 19. (a) Within three (3) business days after removal of a vehicle to a storage yard or towing service under section 13, 14, 16, or 31 of this chapter or [IC 9-22-6](#), the public agency or towing service shall conduct a search of the National Motor Vehicle Title Information System or an equivalent and commonly available data base to attempt to obtain the last state of record of the vehicle in order to attempt to ascertain the name and address of the person who owns or holds a lien on the vehicle.

(b) A public agency or towing service that obtains the name and address of the owner of or lienholder on a vehicle shall, not later than three (3) business days after obtaining the name and address, notify the owner of the vehicle and any lienholder on the vehicle, as indicated by the certificate of title or discovered by a search under subsection (a), of the following:

- (1) The name, address, and telephone number of the public agency or towing service.
- (2) That storage charges are being accrued and the vehicle is subject to sale if the vehicle is not claimed and the charges are not paid.
- (3) The earliest possible date and location of the public sale or auction.

The notice must be made by certified mail or a certificate of mailing or by means of an electronic service approved by the bureau. Notwithstanding section 4 of this chapter, a public agency or towing service that fails to notify the owner of or lienholder on the vehicle as set forth in this subsection may not collect additional storage costs incurred after the date of receipt of the name and address obtained.

[Pre-1991 Recodification Citation: 9-9-1.1-6(a).]

As added by P.L.2-1991, SEC.10. Amended by P.L.66-1992, SEC.6; P.L.78-2003, SEC.1; P.L.104-2005, SEC.7; P.L.191-2007, SEC.14; P.L.125-2012, SEC.123; P.L.62-2014, SEC.2; P.L.157-2017, SEC.3; P.L.281-2019, SEC.2; P.L.118-2022, SEC.25.

IC 9-22-1-20 Repealed

[Pre-1991 Recodification Citation: 9-9-1.1-6(b); (c).]

As added by P.L.2-1991, SEC.10. Amended by P.L.92-1997, SEC.4. Repealed by P.L.191-2007, SEC.21.

IC 9-22-1-21 Means of vehicle identification not available; disposal without notice

Sec. 21. If a vehicle or parts are in such a condition that vehicle identification numbers or other means of identification are not available to determine the person who owns or holds a lien on the vehicle, the vehicle may be disposed of without notice.

[Pre-1991 Recodification Citation: 9-9-1.1-7(a).]

As added by P.L.2-1991, SEC.10.

IC 9-22-1-21.5Liens on vehicles; public sale or auction; civil damages

Sec. 21.5. (a) A person that provides towing services for a vehicle:

- (1) at the request of a person on whose property an abandoned vehicle is located; or
- (2) in accordance with this chapter;

has a lien on the vehicle for the reasonable value of the charges for the towing services and other related costs in accordance with [IC 9-22-6](#).

(b) Subject to subsection (c), a person that obtains a lien for an abandoned vehicle under this section must comply with sections 16, 17, 19, and 23 of this chapter. After the requirements of this subsection have been met, a vehicle may be sold at public sale or public auction.

(c) If the vehicle is determined in a commercially reasonable manner to have a fair market value of more than three thousand five hundred dollars (\$3,500) by the person that obtains a lien for the abandoned vehicle, the lienholder shall comply with:

- (1) section 16 of this chapter;
- (2) section 17 of this chapter;
- (3) section 19 of this chapter; and
- (4) [IC 9-22-6](#).

After the requirements of this subsection have been met, a vehicle may be sold at public auction.

(d) A person that violates subsection (b) or (c) is liable for civil damages to any person that suffers harm because of the violation.

As added by P.L.125-2012, SEC.124. Amended by P.L.262-2013, SEC.106; P.L.198-2016, SEC.369; P.L.157-2017, SEC.4.

IC 9-22-1-22Repealed

[Pre-1991 Recodification Citation: 9-9-1.1-7(b) part.]

As added by P.L.2-1991, SEC.10. Amended by P.L.92-1997, SEC.5. Repealed by P.L.191-2007, SEC.21.

IC 9-22-1-23Public sale by unit or holder of mechanic's lien; notice

Sec. 23. (a) This section applies to a unit or holder of a mechanic's lien under this chapter, including a towing service, city, town, or county.

(b) Except as provided in subsection (c), if the person who owns or holds a lien upon a vehicle does not appear within twenty (20) days after the mailing of a notice or the notification made by electronic service under section 19 of this chapter, the holder of a mechanic's lien may sell the vehicle or parts by either of the following methods:

- (1) The holder of a mechanic's lien may sell the vehicle or parts to the highest bidder at a public sale or public auction. Notice of the sale or auction shall be given under [IC 5-3-1](#), except that only one (1) insertion in an appropriate publication one (1) week before the public sale or auction is required.

(2) The unit may sell the vehicle or part as unclaimed property under [IC 36-1-11](#). The twenty (20) day period for the property to remain unclaimed is sufficient for a sale under this subdivision.

(c) This subsection applies to a consolidated city or county containing a consolidated city. If the person who owns or holds a lien upon a vehicle does not appear within fifteen (15) days after the mailing of a notice or the notification made by electronic service under section 19 of this chapter, the holder of a mechanic's lien may sell the vehicle or parts by either of the following methods:

(1) The holder of a mechanic's lien may sell the vehicle or parts to the highest bidder at a public sale. Notice of the sale shall be given under [IC 5-3-1](#), except that only one (1) newspaper insertion one (1) week before the public sale is required.

(2) The unit may sell the vehicle or part as unclaimed property under [IC 36-1-11](#). The fifteen (15) day period for the property to remain unclaimed is sufficient for a sale under this subdivision.

[Pre-1991 Recodification Citation: 9-9-1.1-7(b) part.]

As added by P.L.2-1991, SEC.10. Amended by P.L.92-1997, SEC.6; P.L.191-2007, SEC.15; P.L.125-2012, SEC.125; P.L.147-2016, SEC.6; P.L.157-2017, SEC.5.

IC 9-22-1-24Purchasers at public sales; bill of sale; fees; roadworthiness of vehicle

Sec. 24. A person that purchases a vehicle under section 23 of this chapter shall be furnished a bill of sale for each abandoned vehicle sold by the public agency upon paying the fee for a bill of sale imposed by the public agency. The fee may not exceed six dollars (\$6) for each bill of sale. A person that purchases a vehicle under section 23 of this chapter must:

- (1) present evidence from a law enforcement agency that the vehicle purchased is roadworthy, if applicable; and
- (2) comply with the applicable requirements under [IC 9-17](#);

to obtain a certificate of title for the vehicle.

[Pre-1991 Recodification Citation: 9-9-1.1-8; Pre-2016 Revision Citation: 9-29-7-1.]

As added by P.L.2-1991, SEC.10. Amended by P.L.66-1992, SEC.7; P.L.191-2007, SEC.16; P.L.198-2016, SEC.370.

IC 9-22-1-25Payment of removal, storage, and disposition costs; cost limits

Sec. 25. The costs for removal and storage of an abandoned vehicle or parts not claimed by the person who owns or holds a lien on a vehicle shall be paid from the abandoned vehicle account established under section 30 of this chapter. The charge payable by the person who owns or holds a lien on a vehicle for towing, storing, or removing an abandoned vehicle or parts may not exceed the limits established by ordinance adopted under section 30 of this chapter.

[Pre-1991 Recodification Citation: 9-9-1.1-12.]

As added by P.L.2-1991, SEC.10.

IC 9-22-1-26Sale proceeds credited against removal, storage, and disposition costs

Sec. 26. The proceeds of sale of an abandoned vehicle or parts under section 23 of this chapter shall be credited against the costs of the removal, storage, and disposal of the vehicle.

[Pre-1991 Recodification Citation: 9-9-1.1-13.]

As added by P.L.2-1991, SEC.10. Amended by P.L.191-2007, SEC.17.

IC 9-22-1-27Sales by city, county, or town; deposit of proceeds; payment of public agency costs; appropriations

Sec. 27. (a) This section applies to sales of abandoned vehicles or parts by a city, county, or town.

(b) The proceeds from the sale of abandoned vehicles or parts, including:

(1) charges for bills of sale; and

(2) money received from persons who own or hold liens on vehicles for the cost of removal or storage of vehicles;

shall be deposited in the city's, county's, or town's abandoned vehicle fund by the fiscal officer of the city, county, or town.

(c) The costs incurred by a public agency in administering this chapter shall be paid from the abandoned vehicle fund.

(d) The fiscal body shall annually appropriate sufficient money to the fund to carry out this chapter. Money remaining in the fund at the end of a year remains in the fund and does not revert to the general fund.

(e) Notwithstanding subsection (d), the fiscal body of a consolidated city may transfer money from the fund.

[Pre-1991 Recodification Citation: 9-9-1.1-14(a).]

As added by P.L.2-1991, SEC.10. Amended by P.L.85-1995, SEC.39; P.L.191-2007, SEC.18.

IC 9-22-1-28Repealed

[Pre-1991 Recodification Citation: 9-9-1.1-14(b); (c).]

As added by P.L.2-1991, SEC.10. Amended by P.L.66-1992, SEC.8. Repealed by P.L.191-2007, SEC.21.

IC 9-22-1-29Repealed

[Pre-1991 Recodification Citation: 9-9-1.1-16(a).]

As added by P.L.2-1991, SEC.10. Repealed by P.L.191-2007, SEC.21.

IC 9-22-1-30Fiscal body procedures established by ordinance; abandoned vehicle fund

Sec. 30. (a) The fiscal body shall, by ordinance, establish procedures to carry out this chapter, including the following:

(1) The charges allowed for towing and storage of abandoned vehicles, which shall be filed with the bureau.

(2) The means of disposition of vehicles.

(b) The fiscal body shall establish an abandoned vehicle fund for the purposes of this chapter.

[Pre-1991 Recodification Citation: 9-9-1.1-16(b).]

As added by P.L.2-1991, SEC.10.

IC 9-22-1-31Public agencies; personnel, property, and towing contracts; fiscal body ordinances

Sec. 31. To facilitate the removal of abandoned vehicles or parts, a public agency may:

- (1) employ personnel;
- (2) acquire equipment, property, and facilities; and
- (3) enter into towing contracts;

for the removal, storage, and disposition of abandoned vehicles and parts. The fiscal body may, by ordinance, establish procedures to carry out this section.

[Pre-1991 Recodification Citation: 9-9-1.1-9.]

As added by P.L.2-1991, SEC.10.

IC 9-22-1-32Liability for loss or damage to vehicle or vehicle parts

Sec. 32. The following are not liable for loss or damage to a vehicle or parts occurring during the removal or storage of a vehicle or parts under this chapter:

- (1) A person who owns, leases, or occupies property from which an abandoned vehicle or its contents or parts are removed.
- (2) A public agency.
- (3) A towing service.
- (4) An automobile scrapyard.
- (5) A storage yard.
- (6) An agent of a person or entity listed in subdivisions (1) through (5).

[Pre-1991 Recodification Citation: 9-9-1.1-11.]

As added by P.L.2-1991, SEC.10. Amended by P.L.104-2005, SEC.8; P.L.54-2009, SEC.9.

Vanderburgh County Code

Chapter 10.50

ABANDONED VEHICLES

Sections:

- 10.50.010 Definitions.
- 10.50.020 Adoption of State Law.
- 10.50.030 Responsibility of Owner.
- 10.50.040 Procedures for Responding Officer and County.
- 10.50.050 Notice and Public Sale.
- 10.50.060 Violation of this Chapter - Private Property.
- 10.50.070 Inapplicability of Chapter.
- 10.50.080 Powers of the Commissioners.
- 10.50.090 Temporary Permit for Repairs.
- 10.50.100 Abandoned Status Not Affected by Reclamation.
- 10.50.110 Fees.

10.50.010 Definitions

A. “Abandoned Vehicle” means the following:

1. A vehicle located on public property illegally.
2. A vehicle left on public property without being moved for three (3) days.
3. A vehicle located on public property in such a manner as to constitute a hazard or obstruction to the movement of pedestrian or vehicular traffic on a public right-of-way or is otherwise illegally located on public property.
4. A vehicle that has remained on private property without the consent of the owner or person in control of that property for more than forty-eight (48) hours.
5. A vehicle from which the engine, transmission, or differential has been removed or that is otherwise partially dismantled or inoperable and left on public or private property.
6. A vehicle that has been removed by a towing service or public agency upon request of an officer enforcing a statute or an ordinance other than this Chapter if the impounded vehicle is not claimed or redeemed by the owner or the owner’s agent within twenty (20) days after the vehicle’s removal.

7. A vehicle that is mechanically inoperable, and is left on private property continuously in a location visible from public property for more than twenty (20) days.

B. “County” means Vanderburgh County, Indiana.

C. “Officer” means the following:

1. The duly elected Sheriff of Vanderburgh County or a Deputy Sheriff of the Vanderburgh County Sheriff’s Office; or

2. Any duly appointed designee of the Board of Commissioners of Vanderburgh County, Indiana (“Commissioners”).

D. “Public Property” means the following:

1. Property owned, leased, or otherwise under the control of a governmental entity including, but not limited to, public rights of way.

(10.50.010., Added, 07/18/2006)

10.50.020 Adoption of State Law

It is the purpose of this Chapter to provide for the removal and disposal of Abandoned Vehicles in accordance with and in addition to I.C. [9-22-1](#) and as those provisions may be amended by the legislature from time to time. Vanderburgh County hereby exercises its authority under Home Rule to supplement or clarify I.C. [9-22-1](#) to effectuate the purposes of this Chapter.

(10.50.020., Added, 07/18/2006)

10.50.030 Responsibility of Owner

The owner of an Abandoned Vehicle or parts is responsible for the abandonment and is liable, to the extent of the market value of the vehicle, for all costs incidental to the removal, storage, and disposal of the vehicle or parts.

(10.50.030., Added, 07/18/2006)

10.50.040 Procedures for Responding Officer and County

A. Before placing a notice tag (hereinafter defined) on the vehicle or parts, the Officer shall make a reasonable effort to ascertain the person who owns the vehicle or parts or who may be in control of the vehicle or parts.

B. An Officer who finds or is notified of a vehicle or parts thereof believed to be abandoned shall attach in a prominent place a notice tag containing the following information:

1. The date, time, Officer’s name, public agency, and address and telephone number to contact for information.

2. That the vehicle or parts are considered abandoned.

3. That the vehicle or parts will be removed after seventy-two (72) hours.

4. That the person who owns the vehicle will be held responsible for all costs incidental to the removal, storage, and disposal of the vehicle.

5. That the person who owns the vehicle may avoid costs by removing the vehicle within seventy-two (72) hours.

C. Within seventy-two (72) hours after removal of an Abandoned Vehicle, the County shall prepare and forward to the Indiana Office of Motor Vehicles ("Bureau") an Abandoned Vehicle report containing a description of the vehicle, including the following information:

1. The make;
2. The model;
3. The vehicle identification number;
4. The number of the license plate.

D. The County shall request that the Bureau advise the County of the name and most recent address of the person who owns or holds a lien on the vehicle.

E. The Bureau shall be responsible for conducting a reasonable search upon receipt of the Abandoned Vehicle report to determine the owner or lien holder and provide notice to such party or parties pursuant to I.C. [9-22-1-20](#).

(10.50.040., Added, 07/18/2006)

10.50.050 Notice and Public Sale

A. If the properly identified owner or lien holder appears at the site of storage before disposal of the vehicle or parts and pays all proper costs incurred against it at that time, then the vehicle shall be released. The release must contain the owner's or lien holder's signature, name, address, vehicle or parts description, costs, and date of release.

B. If the vehicle or parts are in such condition that vehicle identification number or other means of identification are not available to determine the owner or lien holder, the vehicle may be disposed without notice.

E. If the owner or lien holder does not appear within 15 days after the mailing of notice as provided by I.C. [9-22-1-20](#), an Officer shall cause the vehicle or parts to be sold to the highest bidder at a public sale conducted after notice under IC [5-3-1](#), except only one newspaper insertion one week before the public sale is required. However, if the Commissioners determine that it is in the County's best interest, the Commissioners may elect to sell the vehicle or parts as unclaimed property in accordance with IC [36-1-11](#), except that the 15-day period for the property to remain unclaimed is sufficient.

(10.50.050., Added, 07/18/2006)

10.50.060 Violation of this Chapter - Private Property

A. It shall be unlawful for any person to keep, park, or store any Abandoned Vehicle, or parts thereof, as defined by this Chapter, outside of a garage or other enclosure so as to be exposed to public view, except as provided in sections 50.070 and 50.090.

1. The storage of any motor vehicle that does not have attached to it a current and valid license plate shall be held prima facie to be an Abandoned Vehicle and in violation of the provisions of this Chapter.

2. A person violating any provision of this Chapter shall be fined by the County an amount of up to \$2,500 for a first violation, and up to \$7,500 for a second or subsequent violation. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be fined as such. Such fine shall be enforceable as a civil action in Vanderburgh County.

(10.50.060., Added, 07/18/2006)

10.50.070 Inapplicability of Chapter

A. This subchapter does not apply to the following:

1. A vehicle in operable condition specifically adapted or constructed for operation on privately owned raceways.

2. A vehicle stored as the property of a member of the Armed Forces of the United States who is on active duty assignment.

3. A vehicle located on a vehicle sale lot or at a commercial vehicle servicing facility.

4. A vehicle located upon property licensed or zoned as an automobile scrap yard.

5. A vehicle registered and licensed under IC [9-13-2-3](#) as an antique vehicle and maintained for exhibition and educational purposes by the owner.

(10.50.070., Added, 07/18/2006)

10.50.080 Powers of the Commissioners

The Commissioners are hereby authorized to enter into towing contracts, employ personnel, and acquire equipment, property, and facilities, subject to appropriation, for the purpose of removal, storage, and disposition of Abandoned Vehicles and parts.

(10.50.080., Added, 07/18/2006)

10.50.090 Temporary Permit for Repairs

Any person not exempted by the provisions of Section 50.070 and otherwise in violation of this Chapter may obtain a temporary permit for the purpose of repairing or providing parts, from the Commissioners, valid for a period of time not to exceed forty-five (45) days, upon payment of a fee of fifty dollars (\$50.00). The permit shall be non-renewable.

(10.50.090., Added, 07/18/2006)

10.50.100 Abandoned Status Not Affected by Reclamation

A vehicle shall continue to be abandoned until the owner or lien holder has it moved from the storage lot. The payment of storage and towing fees shall not affect the status of the vehicle as an Abandoned Vehicle. A vehicle may be disposed of without retagging or providing additional notice to the owner or lien holder if the owner or lien holder does not remove such vehicle from

the storage lot; however, such vehicle shall not be disposed of within seventy-two (72) hours of the payment of towing and storage fees, weekends and holidays observed by the County shall be excluded from the calculation of the seventy-two (72) hour holding period.

(10.50.100., Added, 07/18/2006)

10.50.110 Fees

A. The following fees and charges are hereby imposed upon the owner of an Abandoned Vehicle or parts, or upon a lien holder seeking to obtain possession of the vehicle or parts, when any vehicle or parts is towed, removed, stored, or impounded pursuant to this subchapter, and said fee shall be paid before the owner or lien holder is entitled to reclaim the vehicle.

1. A processing charge of \$25.00.
2. A towing charge not to exceed \$100.00.
3. A storage charge of \$10.00 per day or any part thereof.
4. A purchaser at auction shall be furnished a bill of sale for each Abandoned Vehicle sold by the County. The fee for the bill of sale is:

Fee	Sale Price
\$20.00	Less than \$99.99
\$35.00	\$100.00 to \$499.99
\$50.00	\$500.00 to \$999.99
\$75.00	\$1,000.00 & Up

8.10.310 Definitions

“The following definitions apply to this Article:

“County” means Vanderburgh County, Indiana, or, as appropriate, its employees, officers, agents, consultants, or Contractors acting under and within the scope of authority of the County to carry out and enforce the provisions of this code.

“Municipal Code” means the code of ordinances of Vanderburgh County, Indiana.

“Notice” means either a written document provided to the operator of the vehicle by personal service or a written document served upon the owner of a vehicle by mail. An operator or owner may not waive their right to notice as defined in this paragraph.

“Nuisance” means any violation of this article.

“Operator” means a person in possession of the vehicle at the time a nuisance occurs.

“Owner” means any person who, alone, jointly or severally with others, shall have title to the vehicle with or without having actual possession.

“Sheriff Office” means the Vanderburgh County Sheriff Office.

8.10.320 Policy

A motor vehicle, operated with the permission, expressed or implied, of the Owner, which is used in the commission of an act where the Operator is charged with any misdemeanor or felony may be subject to seizure and impoundment under this article. The Owner is considered to have committed a nuisance in violation of this article regardless of whether the misdemeanor or felony arrest of the Operator is custodial.

8.10.330 Notice of Violation and Administrative Fee

- (A) The Sheriff Office shall present a copy of the nuisance determination to the Operator of such vehicle if the Operator is the Owner. If the vehicle owner is not present, notice shall be mailed to the Owner.
- (B) When the Sheriff Office orders that a vehicle be towed within the corporate limits of the County, the designated towing service authorized to tow the vehicle shall assess against the owner of the towed vehicle a County Administrative Fee of \$100 which shall be collected in addition to any and all other applicable towing charges.
- (C) In addition, the designated towing service shall be authorized to assess against the Owner of the towed vehicle a Towing Administrative Fee of \$25 which shall be collected in addition to any and all other applicable towing charges.
- (D) The administrative fees authorized by this section shall be itemized within the towing bill assessed by the designated towing service and collected by the designated towing service as part of the towing bill.
- (E) The Owner shall be liable for payment for the towing bill before such vehicle shall be released by the designated towing service.
- (F) The County Administrative Fee authorized by subsection (B) above shall be forwarded by the designated towing service to the Sheriff Office within thirty (30) days of collection. The Sheriff Office will then remit the County Administrative Fee to the County Controller’s Office, who shall deposit the County Administrative Fee into the General Fund for appropriation. The Towing Administrative Fee authorized by subsection (C) above shall be retained by the designated towing service. If the designated towing service is unable to collect the County Administrative Fee due to a vehicle being unclaimed by the owner of record, it is not liable for providing the uncollected fee to the Sheriff Office.

8.10.340 Appeal of Notice of Violation

- (A) Any vehicle Owner receiving a notice of a nuisance determination from the Sheriff Office may appeal in writing within ten (10) days from the date of the notice of violation by filing an appeal with the Sheriff Chief or his designee. Appeals will be heard by the Vanderburgh County Commissioners within thirty (30) days from the date of receipt of the notice of appeal and the decision of the Vanderburgh County Commissioners shall be final.
- (B) Upon appeal, the Vanderburgh County Commissioners may reverse, affirm, or modify the nuisance determination. For this purpose, the Vanderburgh County Commissioners has all the powers of the official, officer, or body that issued the nuisance determination.
- (C) At said appeal hearing, the Vanderburgh County Commissioners shall determine whether probable cause exists to believe that a violation of this article occurred. Evidence of a determination in the related criminal matter may be considered by the Vanderburgh County Commissioners, but is not necessary for it to reach a decision regarding the Operator’s violation of this article.

- (D) If the Owner prevails on its appeal to the Vanderburgh County Commissioners, the County Administrative Fee shall be refunded to the Owner via the Controller's Office within sixty (60) days thereafter, and the designating towing service shall refund the Towing Administrative Fee directly to the Owner within the same sixty (60) day period.