Towing, Storage, Release, and Auction/Salvage of Vehicles
Seized Pursuant to Enforcement Action
PIN:

Scope of Services

I. Background

The New York City Taxi and Limousine Commission (TLC) is seeking a vendor to provide vehicle towing, storage, release, and salvage services in support of its enforcement operations. TLC is authorized by the City of New York's Administrative Code to seize vehicles of owners who regularly operate for hire in the City of New York without a TLC vehicle license. After TLC seizure of a vehicle, the owner has a right to a hearing at the Office of Administrative Trials and Hearings (OATH) within five business days to determine whether TLC may retain the vehicle pending a civil forfeiture proceeding. If OATH determines TLC may retain the vehicle, TLC must commence a civil forfeiture proceeding within 45 days of the favorable decision. If OATH determines that TLC may not retain the vehicle, the owner may recover the vehicle in a timely fashion without paying any towing and storage fees. TLC may seize a variety of vehicle types, including standard-size vehicles, and non-standard size vehicles such as commuter vans,,exotic or stretch vehicles.

II. General Procedures

1. **Towing:** When TLC enforcement personnel stop a vehicle eligible for seizure, they will notify the vendor, which will tow the vehicle away from the site of the violation, or in some cases from another location specified by the TLC, such as the agency's inspection facility in Woodside, Queens. All communications between TLC representatives and the vendor will be made in writing on the day the vehicle is towed.

2. **Impound (Short-term Storage and Release):** After towing a vehicle, the vendor will conduct an intake process and store the vehicle in a secure location for at least five business days pending the OATH retention hearingIn cases where a vehicle must be released to the vehicle owner after the OATH retention hearing, the vendor will conduct a process of releasing the vehicle to its rightful owner.

3. **Long-term Storage and Salvage:** In cases where TLC may retain a vehicle pending a forfeiture proceeding, the vendor will transfer the vehicle to a secure location for long-term storage, estimated at six to nine months, and communicate in writing to the TLC representatives on the day of transfer with the Vehicle Identification Number (VIN#). At the conclusion of a forfeiture hearing, the vendor

may need to conduct a process of releasing the vehicle to its rightful owner, or the vendor may retain possession to auction or salvage the vehicle.

III. Estimated Quantities

1. TLC estimates a need for towing up to 30 vehicles per month, or 360 vehicles per year. As this is only an estimate, it should not be construed as a guarantee of business volume.

2. After the OATH hearing, approximately 40 percent of vehicles will be released to their original owner, and 60 percent will be retained pending a forfeiture hearing.

3. Of the vehicles held pending a forfeiture hearing, TLC expects all but a few cases will result in the vendor having a right to conduct an auction or salvage of the vehicle.

4. The cumulative contract value cannot exceed $1,500,000

Case Result	Estimated Vehicles	Towing	Short-term Storage	Long-term storage	Auction/ Salvage
No Retention	144	Yes	5 business days	No	No
Retention	216	Yes	5 business days	6-9 months	Yes
Total (Annual)	**360**				

IV. Service Requirements

A. Vendor Qualifications

1. The term of any contract resulting from this solicitation shall be for a period of one (1) year. TLC may, at its sole discretion and for any reason, opt not to award a contract or cancel an awarded contract at any point during its term.

2. The vendor and any TLC-approved subcontractor(s) must be licensed to (1) tow vehicles within the boundaries of New York City and any locality through which

the vehicles and tow may travel through and finally reside; and (2) licensed to store, auction, and salvage vehicles in the state and locality in which the facilities for such activities are located. Such licenses must be current and in good standing at all times throughout the term of any contract resulting from this solicitation. TLC reserves the right to request copies of such licenses before contract award, and may deem a respondent to this solicitation non-responsive for failure to provide them. TLC also reserves the right to inspect and/or otherwise verify licensure at any time throughout the term of the contract.

3. The vendor must maintain, and provide at TLC's request, a complete list of all tow equipment owned/leased by the vendor, and all drivers under contract to or employed by the vendor, including applicable vehicle and diver licenses.

4. The vendor and any TLC-approved subcontractor(s) shall have a minimum of five (5) years of experience in the towing, storage, auction, and/or salvage of vehicles.

5. At TLC's request, the vendor must provide references from a minimum of three (3) clients that have done business with the vendor within the past five (5) years.

6. The vendor must make its services available to TLC seven days a week, 24 hours a day, 365 days a year, including all holidays, and have at least two dedicated contact representatives available to TLC at all times. The vendor must respond to service calls by a designated representative of TLC within one (1) hour; a list of said representatives shall be provided by TLC.

7. The vendor will hold appropriate insurance (see Appendix __) and agree to hold TLC and the City of New York harmless of any and all theft of or property damage to vehicles in the vendor's care, whether in transit or in storage. The vendor agrees to absorb all costs assessed against the TLC and/or the City of New York related to the theft of or from vehicles from the vendor's storage facilities or property damage associated with such vehicles as a result of towing, storing, or releasing vehicles.

8. TLC may conduct unannounced inspections of any and all of the vendor's facilities at any time. The vendor will allow TLC to monitor all administrative functions associated with vehicles taken into the vendor's and/or subcontractor's custody.

B. Storage Facilities

1. The vendor must operate a secure short-term storage facility (the "Short-term Lot"). The Short-term Lot must be capable of storing up to 100 vehicles at one

time, for at least five business days per vehicle. TLC will only issue payment for service invoices received for a maximum of five days of storage fees; any additional storage fees beyond five days will not be recuperated.

2. The vendor must provide and/or operate a secure long-term storage facility (the "Long-term Lot") capable of holding 100 vehicles at one time, for an average of six to nine months per vehicle. The address of the Long-term Lot must be provided to TLC and updated with TLC whenever a location is changed, added, or deleted. No storage locations will be operated, changed, added or deleted from the list of approved locations without express approval by the TLC.

3. The Short-term Lot and Long-term Lot each must be capable of storing standard-size and non-standard size vehiclessuch as commuter vansand exotic or stretch vehicles. TLC must be informed immediately of any short- or long-term lot closures, or lot availability changes.

4. The vendor must maintain an office to enable legal vehicle owners, or legal representatives of vehicle owners, to retrieve their vehicles. This office will be open to the public Monday through Friday from at least 8:00 AM to 8:00 PM.

5. The office will post all towing fees, storage fees, and the procedure for vehicle retrieval in a conspicuous place, clearly visible to the public.

6. The Short-term Lot and Long-term Lot each must be enclosed by a security fence or wall, and will be kept free of weeds, rubbish, or other material capable of offering concealment or assistance to an intruder attempting to breach the barrier. A security, heavy-duty, chain-linked, semi-permanent fence will completely enclose the area where TLC vehicles are secured within the main perimeter of the Short-term Lot.

7. The Short-term Lot and Long-term Lot, including the area and structures within each property's general boundaries, must be well lit. The lighting around the perimeter of each location should be uniform. Light fixtures will be maintained, re-lamped, and cleaned when necessary. Lighting units will be placed at outdoor storage spaces to provide an adequate distribution of light in aisles, passageways, and recesses to eliminate shadowed areas.

C. Tow Operations

1. The vendor must be capable of processing at least 360 vehicles per year in accordance with Section II and Section III of this Scope of Work.

2. The vendor will have a computer system in place to allow the TLC to electronically monitor the storage and disposition of vehicles in real-time, 24 hours per day, 7 days per week, 365 days per year. The computer system will be free of any Contractor Induced Inhibiting Code (or VIIC) or any other inhibitor on reports and data submitted and provided to TLC under this Agreement. VIIC is defined as any deliberately included application or system code that shall degrade performance, result in inaccurate data, deny accessibility, or adversely affect, in any way, programs or data use of the system. The vendor will participate and provide necessary information to Citywide consumer notification programs (e.g., 311).

3. Upon pick-up of a vehicle from TLC personnel, the vendor will record:
   a) The time the vehicle was towed and/or removed by the vendor
   b) A minimum of four (4) clear digital photographs, one of each side of the vehicle (front, back, left side, right side)
   c) A written inventory listing the contents of each vehicle upon being picked up
   d) A written description of the condition of the vehicle, specifically noting any existing damage to the vehicle
   e) The time the vehicle arrived at the Short-term Lot or Long-term Lot.

4. After the vendor picks up a vehicle from a TLC pre-determined seizure operation staging area or a vehicle from any other location, including any TLC facility, it must deliver the vehicle to the Short-Term Lot before 8:00 AM the next business day. TLC may suspend this requirement for good cause (for example, extremely severe weather conditions). Vendor must provide the Vehicle Identification Number (VIN#) to the Long-term lot in writing prior to transferring the vehicle for long-term storage.

5. The vendor will not release a vehicle unless TLC has issued a release notice to the vendor allowing it to release the vehicle. TLC's release notice will specify the individual to whom the vehicle is to be released, and the vendor will only release the vehicle to that person after confirming identification.

6. The vendor will accept cash, money orders, and credit cards as payments for any fees that may be collected. Any other method of payment may be accepted at the vendor's discretion and risk. The vendor will bear the burden of risk for returns and credit card charge cancellations.

7. In instances where the seized vehicle will be released to the vehicle owner or authorized representative without any payment due from the vehicle owner or authorized representative, TLC will pay for service directly to the vendor. The vendor will issue an invoice as frequently as once a month with all charges and fees assessed for the hookup, tow, release/return, and storage of these vehicles.

TLC will notify the vendor in writing by fax or email, or by telephone in advance of the vehicle owner's arrival at the pick-up location.

8. The vendor will ensure that respondents wishing to redeem seized vehicles will not have direct access to any vehicle or vehicle storage facilities. Vehicles secured in a storage facility will be towed from the storage facility to the vendor's pick-up location.

D. Auction and Salvage Procedures

1. The vendor will auction and salvage vehicles in a legal and professional manner in accordance with all applicable local (including, but not limited to, TLC rules and New York City Administrative Code), State, and federal laws, rules, and regulations. The vendor will auction and salvage vehicles within **30** days after TLC notifies the vendor that such vehicles have been forfeited or abandoned.

2. The vendor will prepare all necessary documentation including, but not limited to, documentation to convey title of the auction/salvage vehicle.

3. The vendor will collect all the proceeds on the day of the auction/salvage and secure all funds in a safe manner. The vendor shall be responsible for managing such proceeds on a day-to-day basis. The vendor shall be fully accountable for all proceeds collected and will be audited for this purpose. If the vendor decides to allow buyers to pay part of the vehicle fee at a later date, the vendor assumes all responsibility for monies collected and shall be liable for any lost or stolen monies.

4. Vehicles that are auctioned but have no buyers may be re-auctioned at the vendor's expense or may be salvaged in accordance with this procedure. TLC will not be held responsible for storage fees of vehicles that are released for auction, not sold, and then not salvaged but instead are held to be re-auctioned.

5. The vendor will collect all sales tax required at the facility's jurisdiction on vehicles and remit to the proper tax collection agency. The vendor will submit accurate monthly reports to the TLC program manager showing proof of all sales taxes collected as well as copied of the reports submitted to the proper tax collection agency.

7. The vendor will provide a full, accurate accounting report to TLC in an agreed upon format. The report will be submitted by the next business day after the auction/salvage has taken place, detailing:
   a) The Vehicle Identification Number (VIN)
   b) Vehicle make/model

c) Invoice number
d) Sale price of the vehicle
e) Name, address, and identification of the purchaser
f) Taxes charged and collected
g) All related expenses including the cost of the auctioneer, advertising promoting the auction, lien auction paperwork, and title transfer costs

8. The vendor shall remit the auction/salvage proceeds in writing by certified mail due to TLC by the next business day after the auction/salvage.

E. Vendor and Subcontractor Personnel

1. The vendor's and any subcontractor's employees will act courteously, responsively, and responsibly toward each rightful owner or agent of each vehicle towed, stored, and released.

2. The vendor's and any subcontractor's employees will cooperate with all TLC personnel in any matter related to the towing and storage of vehicles when requested to do so.

3. The vendor 's and any subcontractor's employees will ensure that no part or property is removed from any vehicle that is towed and/or stored.

4. The vendor will allow access to all driver qualification files that are required under the provisions of the Commercial Driver License statute. The vendor will also provide a detailed listing of all training received by each driver and a summary of the driver's experience with both the vendor and any previous employers.