

CITY COUNCIL MINUTES

March 13, 2023

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –
Cargo Trailer**

Resolution #2023-03-041-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase of one (1) American Hauler Trailer as specified to the low bidder meeting specifications, *American Trailer Mart of Waterford, MI*, for an estimated total cost of \$10,960.00 as detailed in the bid tabulation opened March 2, 2023; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

PURCHASE ORDER

No. 2023-00000994
 DATE: 03/20/2023
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Motor Pool
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To
 CITY OF TROY
 Motor Pool
 4693 ROCHESTER ROAD
 TROY, MI 48085

EXPIRATION DATE
 06/30/2023
COUNCIL RESOLUTION
 2023-03-041-J-4b
INSTRUCTIONS
 Return to Department

VENDOR NO. 169545

Vendor
 AMERICAN TRAILER MART
 3225 WEST HURON STREET
 WATERFORD, MI 48328

| QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|----------|------|--|-------------|-------------|
| 1 | Each | CARGO TRAILER Vendor Part#: NH8524TA3 | 10,960.0000 | \$10,960.00 |

Entered By: Emily Frontera

\$10,960.00

Special Instructions:

CITY COUNCIL AWARD DATE: 3/13//2023. Contract for the purchase of one (1) American Hauler Cargo Trailer in accordance with the specifications of ITB-COT 23-08 .

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

Emily Frontera

CITY OF TROY
 BID TABULATION
 TRAILER

| | | | |
|--------------|-----------------------|---------------------|--------------------------|
| VENDOR NAME: | American Trailer Mart | Pheonix Contracting | Monmouth Solutions, Inc. |
| CITY: | Waterford, MI | Ruskin, FL | Lowell, MA |

PROPOSAL: TO FURNISH ONE (1) TRAILER FOR THE CITY OF TROY DEPARTMENT OF PUBLIC WORKS

| QTY | BRAND | DESCRIPTION | PRICE | PRICE | PRICE |
|-----|-------------------------|--|-------------|-------------|-------------|
| 1 | American Hauler Trailer | Model: NH8524TA3, Spring Axles, Rear Doors Ramp Option, 36" Side Door. Tandem Trailer Color: Single/ Front Color: White | \$10,960.00 | \$13,350.00 | \$16,499.00 |

Contract Information:

| | | | |
|---------------------------------------|--------------------------|----------------------------------|--------------------------|
| Hours of Operation: | 9-5 M-F 9-2 Sa | 24/7 | 9AM - 9PM ET |
| 24 Hr. Phone Number: | 248-738-1600 | 813-895-1216 | 978-427-4755 |
| Contact Person: | Roz Gore | Asad Yusupol | Anthony Farelli |
| Phone No.: | 248-738-1600 X107 | 813-895-1216 | 978-382-7099 |
| Manufacturer Warranty: | See attached for details | Attached - Standard 12 mo/5 year | See Attached Warranty |
| Dealer Warranty: | N/A | Not Specified | |
| Lead Time (Trailer Model # NH8524TA3: | 6-8 week build time | 30 days ARO | 60 days ARO |
| Can Meet Delivery Schedule: | Y | Y | Y |
| References: | Y or N | Y | Y |
| Payment Terms: | Net 30 | Net 30 | Net 30 |
| Exceptions: | None | None | Refer to Proposal Please |
| Acknowledgement: | Y or N | Y | Y |
| Forms: | Y or N | Y | Y |

Attest:

(*Bid Opening conducted via a Go-To Meeting)

Brian Varney
Beth Zaccardelli
Andrew Chambliss

 Emily Frontera
 Purchasing Department



CITY OF TROY
BID PROPOSAL

ITB-COT 23-08
Page 1 of 4

The undersigned proposes to FURNISH ONE (1) TRAILER FOR THE CITY OF TROY DEPARTMENT OF PUBLIC WORKS in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: American Trailer Mart

| QTY | Brand | Description | Price |
|--------|-------------------------|--|------------------------|
| 1 | American Hauler Trailer | Model: NH8524TA3, Spring Axles, Rear Doors Ramp Option, 36" Side Door. Tandem Trailer Color: Single/ Front Color: White | \$10,960 ⁰⁰ |
| Total: | | | \$10,960 ⁰⁰ |

NOTE: Trailers shall be delivered as ready. The City of Troy has a preferred delivery of June 30th, 2023. An alternate would be considered for award upon evaluation from the requestor. White is the preferred color but other options may be considered.

Include all delivery costs, handling, packaging and service charges, if any.

INFORMATION:

For additional general information or questions concerning this project please contact Andrew R Chambliss, Buyer, at (248) 680-7609 between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday.

DESIGNATED CITY REPRESENTATIVE:

Brian Varney, Fleet Operations Manager at (248) 524-3390 (Brian.Varney@troymi.gov) is the designated City Representative for this project.

CONTACT INFORMATION:

Hours of operation: 9-5 M-F 9-2 Sa 24 Hour Phone No. 248-738-1600
Contact Person: Roz Gore Phone No. 248-738-1600 X-107

WARRANTY:

Detail Warranty:
Manufacturer Warranty: See Attached for details
Dealer Warranty: n/a

COMPANY NAME: American Trailer Mart

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment for services prior to performance and acceptance, as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of their bid, and confirm delivery times. It is the responsibility of the bidder to notify the City immediately if items specified are discontinued, replaced, or not available for an extended period of time.

LEAD TIME:

Trailer Model # NH8524TA3: 6-8 week build time

DELIVERY:

Trailer shall be delivered as ready to the City of Troy Department of Public Works, 4693 Rochester Road, Troy MI, 48085. Include all delivery costs, handling and packaging charges in the unit cost (each) price.

DELIVERY SCHEDULE:

It is preferred all equipment be delivered at the City of Troy Department of Public Works by June 30th, 2023. It will be the successful bidder's responsibility to work with the department representative to establish an acceptable delivery schedule. Bidder must call 24 hours prior to delivery at (248) 524-3390 to allow the City representative, Brian Varney, an opportunity to meet the trailer at the site. The equipment should not be delivered to the City's site unless the equipment is made ready for use within the above parameters. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

- Our Company can meet this delivery schedule: _____
- Our company cannot meet this delivery schedule but offers: _____

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, and the correlation of the bid proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; whatever is deemed to be in the City's best interest.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

APPROVED ALTERNATES:

The Fleet Operations Manager or his designated representative will review material submitted for consideration as an approved alternate. The decision made as to acceptability will be deemed in the City of Troy's best interest and will be final.

COMPANY NAME: American Trailer Mart

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, Certification regarding "Iran Linked Business", and Proposer's Sworn and Notarized Familial Disclosure forms and return with your bid proposal.

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation, the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to deliver the trailers in accordance with the bid specifications. A contract document will not be issued.

REFERENCES:

The City of Troy requires that your company list at least three (3) government customers who have recently purchased trailers provided by your company.

| | | |
|----------|-------------------------------------|--------------------------------|
| COMPANY: | <u>MDDT</u> | |
| ADDRESS: | <u>Lansing</u> | |
| PHONE: | <u>517-284-6448</u> | CONTACT: <u>Scott Foyer</u> |
| EMAIL: | <u>foyers@michigan.gov</u> | |
| COMPANY: | <u>Oakland County - WRC</u> | |
| ADDRESS: | <u>Waterford</u> | |
| PHONE: | <u>248-858-1064</u> | CONTACT: <u>Ed Tucker</u> |
| EMAIL: | | |
| COMPANY: | <u>City of Southfield</u> | |
| ADDRESS: | <u>Southfield</u> | |
| PHONE: | <u>248-796-4852</u> | CONTACT: <u>Cynthia Fricke</u> |
| EMAIL: | <u>cfricke@cityofsouthfield.com</u> | |

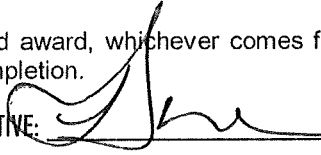
COMPANY NAME: _____

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



NOTE:

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 20-4619725

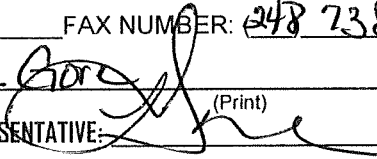
COMPANY: American Trailer Mart

ADDRESS: 3225 W Huron CITY: Waterford STATE: MI ZIP: 48328

PHONE: 248 738-1600 FAX NUMBER: 248 738-1608

REPRESENTATIVE NAME: ROZ GORE (Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



PAYMENT TERMS: Net 30 WARRANTY: See Attached

E-MAIL: roz@americantrailer.com

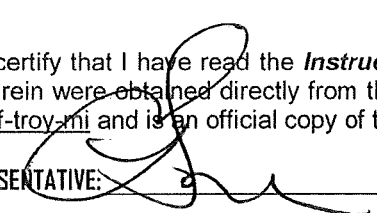
EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid proposal offer.

ACKNOWLEDGEMENT:

I, Roz Gore, certify that I have read the *Instructions to Bidders* (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant SDS at the time of bid submission.

NOTE:

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

U.S. FUNDS:

All prices are to be quoted in U. S. Currency.



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A ~~corporation~~ duly organized and doing business under the laws of the State of Michigan for whom _____
Rdz Gore, bearing the office title of Agent whose signature is
affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

| | |
|-------|-------|
| _____ | _____ |
|-------|-------|



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Roz Gore

(Print Full Name)

, being duly sworn deposed, says that he

is Agent

(State Official Capacity in Firm)

. The party making the foregoing proposal or bid,

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

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

in for _____ County.

My commission expires:



Proposer's Sworn and Notarized Familial Disclosure
(to be provided by the Proposer)

The undersigned, the owner or authorized officer of American Trailer Mart (the "Proposer"), pursuant to the familial disclosure requirement provided in the Invitation to Bid, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of

American Trailer Mart and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

n/a

BIDDER: American Trailer Mart
By: [Signature]
Its: Agent

STATE OF MICHIGAN

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2023, by



CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

American Trailer Mart
Name of Agency/Company/Firm (Please Print)

Bob Gore Agent
Name and title of authorized representative (Please Print)

[Signature] Signature of authorized representative 03-01-2022 Date

I am unable to certify to the above statements. Attached is my explanation.

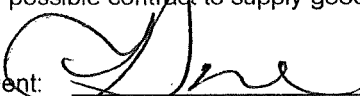


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

| | |
|-----------------------------|--|
| Vendor | |
| Legal Name | Michigan Trailer Mart Inc DBA American Trailer Mart |
| Street Address | 3225 W Huron |
| City | Waterford |
| State, Zip | MI 48328 |
| Corporate I.D. Number/State | |
| Taxpayer I.D. # | 20-4619725 |

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: 

Printed Name of Vendor's Authorized Agent: Roz Gore

Witness Signature: _____

Printed Name of Witness: _____



American Cargo Group
 Elkhart Division
 1520 Mishawaka St
 Elkhart, IN 46514
 Phone: 866-430-0227

Order Verification

Date: 2/15/2023
 (Order Version)

Sold To

| | | | | |
|-------------|------------------|-----------------|----------------|-------|
| Customer PO | Terms Unit | Sold By | Ship Via | Quote |
| | Cash On Delivery | MICHAEL EMERSON | Dealer Pick Up | |

| Line No | Qty | UM | Description |
|---------|-----|----|-------------------------------|
| 1 | 1 | EA | NH8524TA3 Utility |
| 2 | 1 | EA | Night Hawk |
| 3 | 1 | EA | Steel Frame |
| 4 | 1 | EA | V-Front |
| 5 | 1 | EA | Tag |
| 6 | 1 | EA | 24ft Long |
| 7 | 1 | EA | Flat Roof |
| 8 | 1 | EA | 8-1/2ft Wide |
| 9 | 1 | EA | 9,990lb GVWR |
| 10 | 1 | EA | 2-5/16in 14,000lb Coupler |
| 11 | 24 | FT | Crossmembers 16in On Center |
| 12 | 24 | FT | 2in x 6in Tube Main Rails |
| 13 | 1 | EA | 48in Beavertail |
| 14 | 1 | EA | V-Nose |
| 15 | 1 | EA | Slant Wedge with Sharp Nose |
| 16 | 24 | FT | Tube Roof Bows 16in On Center |

Prices F.O.B. Factory Unless Otherwise Noted

Approved By _____

Dealer has three days to inform American Cargo Group in writing of disagreements with the product specifications outlined
 Delivery Requirement: This unit will ship within 15 days after completion of production.



American Cargo Group
 Elkhart Division
 1520 Mishawaka St
 Elkhart, IN 46514
 Phone: 866-430-0227

Order Verification

Date: 2/15/2023
 (Order Version)

Sold To

| | | | | |
|-------------|------------------|-----------------|----------------|-------|
| Customer PO | Terms Unit | Sold By | Ship Via | Quote |
| | Cash On Delivery | MICHAEL EMERSON | Dealer Pick Up | |

| Line No | Qty | UM | Description |
|---------|-----|----|--|
| 17 | 1 | PR | 5/16" x 27" G4 Safety Chains w/ Clevis Safety Hook |
| 18 | 24 | FT | 6'6" Approximate Inside Height |
| 19 | 24 | FT | 84-3/4in Tube Posts |
| 20 | 24 | FT | Vertical Posts 16in On Center |
| 21 | 1 | EA | Sand Pad |
| 22 | 1 | EA | 2,000lb Top Wind Tongue Jack |
| 23 | 1 | EA | Standard A-Frame Tongue |
| 24 | 1 | EA | Center Drawbar |
| 25 | 1 | EA | ArmorTech on A-Frame and Rear End Rail |
| 26 | 1 | EA | Breakaway Kit Assembly w/Charger |
| 27 | 2 | EA | 5.2K Spring Ele Brake Axle, 4in Drop,6b,EZ Lube |
| 28 | 1 | EA | Tandem Axle |
| 29 | 4 | EA | ST225/75R15D Radial 6B AH Silver Mod Steel Wheel |
| 30 | 4 | EA | Chrome Center Caps on Wheels |
| 31 | 1 | EA | 94in Wide Rear Opening |
| 32 | 1 | EA | Medium Duty Rear Ramp Door w/PlexCore Extension |

Prices F.O.B. Factory Unless Otherwise Noted

Approved By _____

Dealer has three days to inform American Cargo Group in writing of disagreements with the product specifications outlined
Delivery Requirement: This unit will ship within 15 days after completion of production.



American Cargo Group
 Elkhart Division
 1520 Mishawaka St
 Elkhart, IN 46514
 Phone: 866-430-0227

Order Verification

Date: 2/15/2023
 (Order Version)

Sold To

| | | | | |
|-------------|------------------|-----------------|----------------|-------|
| Customer PO | Terms Unit | Sold By | Ship Via | Quote |
| | Cash On Delivery | MICHAEL EMERSON | Dealer Pick Up | |

| Line No | Qty | UM | Description |
|---------|-----|----|---|
| 33 | 1 | EA | 36 x 78 Side PT Door - RH Hinge - Recessed Step |
| 34 | 24 | FT | 3/4in PlexCore Decking |
| 35 | 24 | FT | 3/8in PlexCore Sidewall Liner |
| 36 | 4 | EA | 5,000lb Square D-Ring with Welded Plate |
| 37 | 2 | EA | 12 Volt LED Dome Light (Requires 12v Wall Switch) |
| 38 | 1 | EA | License Plate Holder w/ Separate Light |
| 39 | 1 | PR | LED Slim Line Clear Lens Tail Lights |
| 40 | 4 | EA | LED Amber Clearance Lights |
| 41 | 4 | EA | LED Red Clearance Lights |
| 42 | 1 | EA | LED Clear Lens Rear Clearance Light ID Bar |
| 43 | 1 | EA | 12v Surface-Mount Switch |
| 44 | 1 | EA | 1-Piece Aluminum Roof |
| 45 | 24 | FT | Sub-Charcoal Gray .030 Aluminum Exterior |
| 46 | 24 | FT | Bonded Exterior Sidewalls |
| 47 | 1 | PR | Smooth Aluminum Fenderettes |
| 48 | 1 | EA | 24in ATP Stoneguard |

Prices F.O.B. Factory Unless Otherwise Noted

Approved By _____

Dealer has three days to inform American Cargo Group in writing of disagreements with the product specifications outlined
 Delivery Requirement: This unit will ship within 15 days after completion of production.



American Cargo Group
Elkhart Division
1520 Mishawaka St
Elkhart, IN 46514
Phone: 866-430-0227

Order Verification

Date: 2/15/2023
(Order Version)

Sold To

| | | | | |
|-------------|------------------|-----------------|----------------|-------|
| Customer PO | Terms Unit | Sold By | Ship Via | Quote |
| | Cash On Delivery | MICHAEL EMERSON | Dealer Pick Up | |

| Line No | Qty | UM | Description |
|---------|-----|----|--------------------------|
| 49 | 1 | PR | Sidewall Flow-Thru Vents |
| 50 | 0 | | |

| | |
|-------------------------|------------------------|
| Sale Amount: \$9,186.00 | Disc/Surcharge: \$0.00 |
|-------------------------|------------------------|

Prices F.O.B. Factory Unless Otherwise Noted

Approved By _____

Dealer has three days to inform American Cargo Group in writing of disagreements with the product specifications outlined
Delivery Requirement: This unit will ship within 15 days after completion of production.

AMERICAN HAULER LIMITED WARRANTY

American Cargo Group, Inc., d/b/a American Hauler Trailers ("the Manufacturer" or "American Hauler") hereby warrants to the original purchaser of the Trailer ("the Purchaser") that the Manufacturer shall repair any defects with the trailer purchased by the Purchaser ("the Trailer") relating to materials or workmanship and attributable to the Manufacturer, subject to the limitations and exclusions set forth below. The warranties described below will hereafter be identified as "this Warranty". The term of this Warranty is measured from the date of the original purchase of the Trailer by the Purchaser. THIS WARRANTY IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS AND IS NOT APPLICABLE TO THE RENTAL OF ANY PRODUCTS.

The duration of "Structural" and "Limited" warranties, per model, are noted below:

| * AMERICAN HAULER WARRANTY CHART BY MODEL |
|---|
| AMERICAN HAULER ALL MID-LINE & PREMIUM MODELS (Except ARROW - Listed Below) 3-Year Structural Warranty 1-Year Limited |
| AMERICAN HAULER ENTRY-LEVEL (ARROW) 1-Year Structural Warranty 1-Year Limited |

THE MANUFACTURER'S STRUCTURAL WARRANTY COVERAGE: The Manufacturer warrants the following items, and only the following items, in materials and workmanship for a period of: three (3)-years or one (1)-year depending on model — see chart above, from the date of purchase by the Purchaser: main rails, cross members, wall posts, roof bows/trusses, tongue a-frame, structural welds, corner posts, outriggers, wheel wells, headers, rear perimeter, and ramp door structure. *Length of structural warranty varies by model.

THE MANUFACTURER'S 1-YEAR LIMITED WARRANTY COVERAGE: The Manufacturer also warrants the following items, and only the following items, in materials and workmanship for a one (1)-year period from the date of purchase by the Purchaser: plumbing, fasteners, windows, doors, seals, sealant, prefinished exterior metal including bonding, fenders, undercoating, fiberglass, caps, aluminum trim, floors, wood trim, rolled good floors, cabinets, cabinet components, electrical components, lights, mechanical jacks, locks, paint finish, interior walls, vents, ramp hinges, stone guard, and carpet.

THE MANUFACTURER'S 1-YEAR LIMITED CORROSION WARRANTY COVERAGE:

The Manufacturer warrants the paint coating on exposed steel (A-Frame, Rear End Rail, Rear Hoop, and Door Framing) and exposed chassis undercoating in materials and workmanship for a period of one (1)-year, from the date of purchase by the Purchaser.

PAINT & UNDERCOATING EXCLUSIONS: (1.) Damage/Corrosion due to normal wear and tear, (2.) Damage/Corrosion caused by abuse or misuse, (3) Damage/Corrosion caused by collision, falling, scratches, road debris, rock/gravel impact, etc. (4.) Damage/Corrosion caused by animal waste, harmful chemicals, anti-icing agents including but not limited to Sodium Chloride (rock salt), Magnesium Chloride, Calcium Chloride, and other caustic substances, (5.) Damage/Corrosion caused by natural disaster and acts of God such as fire, flood, wind, and lightning, etc., (6.) changes to the coating that does not impact anti-corrosive properties such as color change, gloss change, etc.

CONTINUE BACK SIDE



COMPANY:

FIRST/LAST NAME:

ADDRESS:

CITY, STATE, ZIP:

COUNTRY:

EMAIL:

PHONE:

DEALER MUST DETACH AND SEND CARD TO FACTORY WITHIN 5 DAYS OF PURCHASE DATE TO VALIDATE WARRANTY.

DEALER:

MODEL NUMBER:

VIN NUMBER:

PURCHASE DATE:

PRIMARY USE:

ITEMS EXCLUDED FROM THIS WARRANTY: Items not covered by this Warranty are: axles, axle components, tow in and tow out on axles, camber on axles, tires, rims, air conditioners, generators, awnings, winches, electrical jacks, food service equipment, beverage service equipment, water heaters, refrigerators, toilets, landing gear, stove/cook top, microwave, TVs, VCRs, DVD players, stereo equipment, furniture, water pumps, furnaces, car hoists, lift gates, living quarters, couplers, batteries, ramp door springs, and any other items not manufactured by American Hauler. Some or all of the above items may have warranties from their respective manufacturers which American Hauler does not guarantee, but any such claims made to American Hauler will be passed through to the manufacturer of the item at issue.

CLAIMS EXCLUDED FROM THIS WARRANTY: The Manufacturer is not responsible for claims relating to any of the following: (1) any type of defacing, including scratches, dents, chips, tears, or defacing on any surface not caused by the Manufacturer; (2) inadequate or improper routine maintenance; (3) damage from unauthorized repairs, abuse, misuse, neglect, or overloading (as determined by the Gross Vehicle Weight Ratio ("GVWR")); (4) metal corrosion from fertilizers, cement, caustic chemicals, etc.; (5) damage caused from improper hitch ball or tow vehicle hook up; (6) damage to any contents of the Trailer, regardless of cause; (7) damage caused by loose or improperly torqued lug nuts; (8) paint, decals, or graphics regardless of cause; (9) off road usage; (10) damage from snow and/or ice accumulation on the Trailer's roof; (11) tow vehicle wiring; (12) tire alignment; (13) deterioration of paint or general appearance due to use or exposure; (14) damage caused by loose fasteners due to not maintaining necessary tightness of these items; (15) damage caused from towing a trailer under the 10,000 pound GVWR that is towed by any vehicle which exceeds a one (1) ton towing capacity; (16) damage caused by using a towing vehicle to tow a trailer whose weight exceeds the tow vehicle's manufacturer's specification; (17) damage to any tow vehicle; (18) damage caused by acts of God or terrorism; (19) damage caused by theft or vandalism; (20) corrosion or rust damage; (21) variances in tongue/hitch weight caused by improper load configurations; (22) damages caused by excessive "point loads" (i.e., exceptionally concentrated load vs. a properly distributed load); (23) any commercial misuse or misapplication including, but not limited to, improper loading, negligence, alteration, accident, lack of reasonable operation and deficient maintenance.

THIS WARRANTY WILL BE VOIDED BY ANY REPAIR OR MODIFICATION TO THE TRAILER, OR ADDITION OF ACCESSORIES TO THE TRAILER, BY ANYONE OTHER THAN American Hauler OR AN APPROVED American Hauler DEALER. The Manufacturer will not be responsible for work performed by a non-American Hauler dealer or service center, unless the Manufacturer gives prior written authorization. The Manufacturer's determination of whether the Trailer has been abused or misused by the Purchaser is final and binding on the Purchaser regarding the Purchaser's rights under this Warranty.

MANUFACTURER'S OBLIGATION

The Manufacturer's sole obligation under this Warranty and Purchaser's sole remedy is for the Manufacturer to repair all defects in materials and workmanship covered by this Warranty. The Manufacturer will not be obligated, in any way, to replace the Trailer or to refund the purchase price of the Trailer unless American Hauler determines, in its sole judgment, that the trailer cannot be repaired. In addition, American Hauler shall not be obligated to pay for any repairs made to the Trailer by or on behalf of the Purchaser without express prior written approval by American Hauler. American Hauler will attempt to remedy all defects within a reasonable time.

SEE OWNERS MANUAL FOR ADDITIONAL DETAILS & IMPORTANT INFORMATION

© American Hauler 2021 LITHO USA Form AH_WARCARD_0221



**AMERICAN HAULER
1520 MISHAWAKA ST
ELKHART IN 46514**



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 6, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
 Rob Maleszyk, Chief Financial Officer
 Dee Ann Irby, Controller
 Kurt Bovensiep, Public Works Director
 Brian Varney, Fleet Operations Manager
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Award to Low Bidder Meeting Specifications – Cargo Trailer

History

- One (1) trailer will be used by the City Clerk’s Office to haul and store voting equipment.
- This purchase will increase the size of the existing Department of Public Works motor pool fleet by one (1) piece of equipment.

Purchasing

- March 2, 2023 a bid opening was conducted as required by the City Charter/Code for the purchase of one (1) American Hauler Trailer.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi.
- Two Hundred and thirty-seven (237) vendors were notified via the MITN website. Three (3) bid responses were received. Below is a detail summary of potential vendors:

| | |
|--|-----|
| Companies notified via MITN | 237 |
| Troy Companies notified via MITN | 5 |
| Troy Companies - Active email Notification | 5 |
| Troy Companies - Active Free | 0 |
| Companies that viewed the bid | 27 |
| Troy Companies that viewed the bid | 0 |

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- The bid responses were reviewed and *American Trailer Mart of Waterford, MI* is the low bidder meeting all specifications and is being recommended for award.

Financial

- Funds are budgeted and available in the Public Works Capital Fund under project number 2023C0123 for the 2023 fiscal year.
- Expenditures of \$10,960.00 will be charged to account number 661.549.565.7975.900.

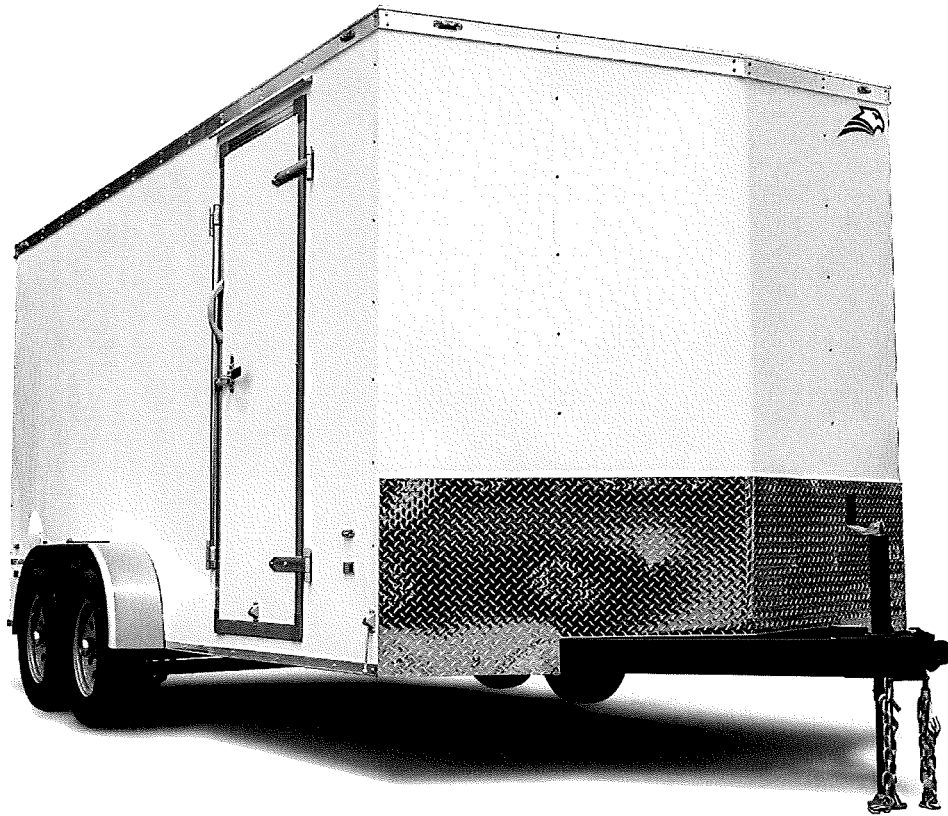


500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding a contract for the purchase of one (1) American Hauler Trailer as specified, to the low bidder, *American Trailer Mart of Waterford, MI* for an estimated total cost of \$10,960.00 as detailed in the bid tabulation opened March 2, 2023; not to exceed budgetary limitations.



Opening Date: 03/02/2023
 Date Reviewed: 03/02/2023

CITY OF TROY
 BID TABULATION
 TRAILER

ITB-COT 23-08
 Page 1 of 1

| | | | |
|--------------|-----------------------|---------------------|--------------------------|
| VENDOR NAME: | American Trailer Mart | Pheonix Contracting | Monmouth Solutions, Inc. |
| CITY: | Waterford, MI | Ruskin, FL | Lowell, MA |

PROPOSAL: TO FURNISH ONE (1) TRAILER FOR THE CITY OF TROY DEPARTMENT OF PUBLIC WORKS

| QTY | BRAND | DESCRIPTION | PRICE | PRICE | PRICE |
|-----|-------------------------|--|-------------|-------------|-------------|
| 1 | American Hauler Trailer | Model: NH8524TA3, Spring Axles, Rear Doors Ramp Option, 36" Side Door. Tandem Trailer Color: Single/ Front Color: White | \$10,960.00 | \$13,350.00 | \$16,499.00 |

| | | | |
|---------------------------------------|--------------------------|----------------------------------|--------------------------|
| Contract Information: | 9-5 M-F 9-2 Sa | 24/7 | 9AM - 9PM ET |
| Hours of Operation: | 248-738-1600 | 813-895-1216 | 978-427-4755 |
| 24 Hr. Phone Number: | Roz Gore | Asad Yusupol | Anthony Farelli |
| Contact Person: | 248-738-1600 X107 | 813-895-1216 | 978-382-7099 |
| Phone No.: | See attached for details | Attached - Standard 12 mo/5 year | See Attached Warranty |
| Manufacturer Warranty: | N/A | Not Specified | |
| Dealer Warranty: | 6-8 week build time | 30 days ARO | 60 days ARO |
| Lead Time (Trailer Model # NH8524TA3: | Y | Y | Y |
| Can Meet Delivery Schedule: | References: Y or N | Y | Y |
| References: | Payment Terms: | Net 30 | Net 30 |
| Payment Terms: | Exceptions: | None | None |
| Exceptions: | Acknowledgement: Y or N | Y | Y |
| Acknowledgement: | Forms: Y or N | Y | Y |
| Forms: | | | Refer to Proposal Please |

Low bid meeting specifications

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Brian Varney
Beth Zaccardelli
Andrew Chambliss

 Emily Frontera
 Purchasing Department