

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**

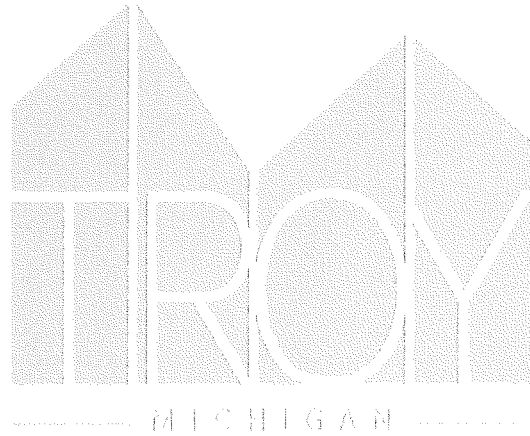
Return to Department

**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*

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:**

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 <sup>00</sup>
Total:			\$10,960 <sup>00</sup>

NOTE: Trailers shall be delivered as ready. The City of Troy has a preferred delivery of June 30<sup>th</sup>, 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: MDDT  
ADDRESS: Lansing  
PHONE: 517-284-6448 CONTACT: Scott Foyer  
EMAIL: foyers@michigan.gov

COMPANY: Oakland County - WRC  
ADDRESS: Waterford  
PHONE: 248-858-1064 CONTACT: Ed Tucker  
EMAIL: \_\_\_\_\_

COMPANY: City of Southfield  
ADDRESS: Southfield  
PHONE: 248-796-4852 CONTACT: Cynthia Fricke  
EMAIL: cfricke@cityofsouthfield.com

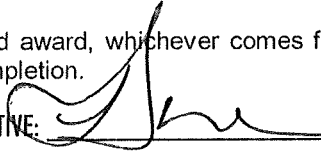
COMPANY NAME: \_\_\_\_\_

**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

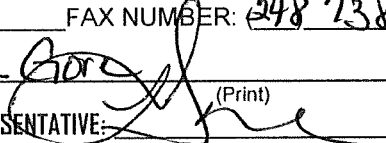
COMPANY: American Trailer Mart

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

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

REPRESENTATIVE NAME: ROZ GORE

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_ (Print)



PAYMENT TERMS: Net 30 WARRANTY: See Attached

E-MAIL: roz@americantrailer.com

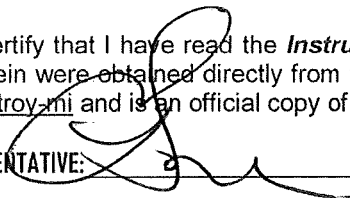
**EXCEPTIONS:**

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](http://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.



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**Legal Status of Bidder:**

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

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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.

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

---

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

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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.

<b>Vendor</b>	
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
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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
<b>AMERICAN HAULER ALL MID-LINE &amp; PREMIUM MODELS</b> (Except ARROW - Listed Below) 3-Year Structural Warranty 1-Year Limited
<b>AMERICAN HAULER ENTRY-LEVEL (ARROW)</b> 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**

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**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](http://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:

<b>Companies notified via MITN</b>	237
Troy Companies notified via MITN	5
Troy Companies - Active email Notification	5
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	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.

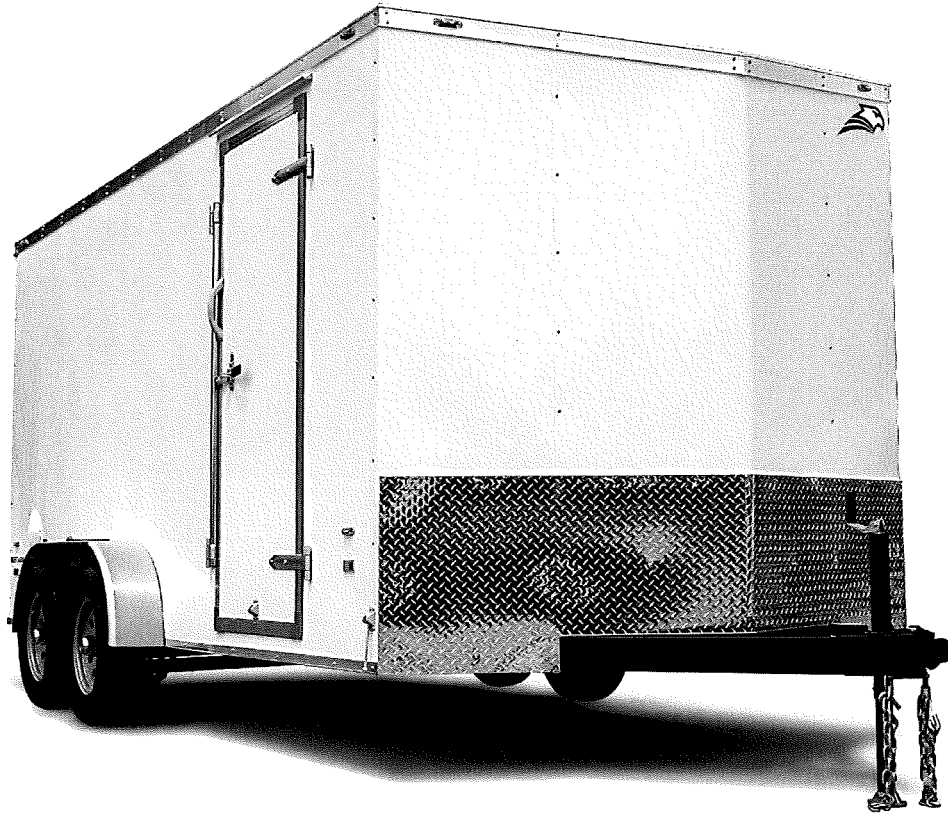


500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## 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

<b>Contract Information:</b>	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