

CITY COUNCIL MINUTES

November 11, 2024

**Standard Purchasing Resolution 8: Best Value Award – Towing and Storage Services
– Police Department**

Resolution #2024-11-157-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with a three (3) year renewal option, to *A & M Service Center, Inc. of Troy, MI*, to provide Towing and Storage Services for the City of Troy at unit prices contained in the bid tabulation dated October 24, 2024; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the Agreement for Towing Services once in acceptable form.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the company's submission of properly executed proposal and contract documents, including agreements, insurance certificates and all other specified requirements.

PURCHASE/SERVICE CONTRACT

Ship To

City of Troy
Purchasing
500 W BIG BEAVER RD
TROY, MI 48084

Bill To

City of Troy
Purchasing
500 W BIG BEAVER RD
TROY, MI 48084

No: 2025-90000011
Date: 12/27/2024

FOB DESTINATION

Entered By: Emily Frontera

Vendor

VENDOR NO. 162599
A & M SERVICE CENTER
2105 AUSTIN DR
TROY, MI 48083

CONTRACT DESCRIPTION

| Commence Date | Expiration Date | Renewal | Resolution # | Contract # | Amount |
|---------------|-----------------|------------------|------------------|---------------|-----------|
| 01/01/2025 | 12/31/2027 | 1 Times Annually | 2024-11-157-J-4d | 2025-90000011 | See Below |

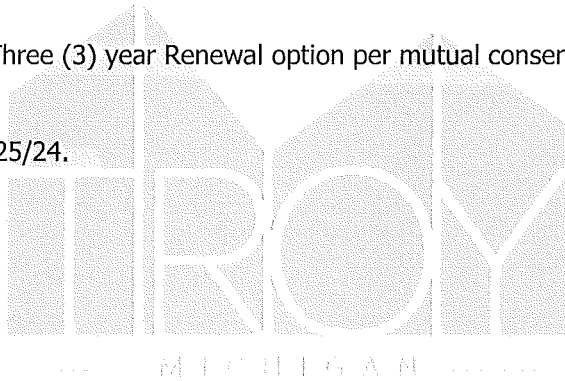
Towing Services

In accordance with the specifications/agreement for RFP-COT 24-23 and approved by Troy City Council on Monday, November 25, 2024

Three (3) year Agreement with a Three (3) year Renewal option per mutual consent and City Council approval.

CITY COUNCIL AWARD DATE: 11/25/24.

RESOLUTION# 2024-11-157-J-4d.



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
 Purchasing Manager

Vendor Name: A & M Service Center Inc.

City: Troy, MI

PROPOSAL: PROVIDE THREE (3) YEAR REQUIREMENTS OF TOWING SERVICES WITH AN OPTION TO RENEW FOR THREE (3) ADDITIONAL YEARS

PROPOSAL A:

| ITEM | EST. | SERVICE- PRIVATE VEHICLES | UNIT COST |
|------|--|---|---|
| 1 | 2,000 | Vehicles up to 5,000 lbs. (Accidents and Impounds) | \$125.00 |
| 2 | 200 | Vehicles over 5,001 lbs. (Accidents and Impounds) | \$125.00 |
| 3 | 5 | Vehicles over 10,000 lbs. | \$225.00* |
| 4 | 5 | Accident Vehicles over 10,000 lbs. | \$225.00* |
| 5 | Straight pick-ups (relocation of vehicles for snow removal or other purposes requiring a tow of less than 1/2 mile. | | |
| 5a | | Vehicles up to 10,000 lbs. | \$85.00* |
| 5b | | Vehicles over 10,001 lbs. | \$95.00* |
| 6 | | Tows from and/or to locations more than 5 miles outside of the City of Troy: amount per mile in addition to the basic towing fee – Mileage may not be charged until it has exceeded the 5 miles outside the City and then, only from the point it exceeds that limit. | \$5.00 Per Mile** Outside of Troy |
| | | | *2 Hour Minimum |
| | | | **Tow cost per mile to/from locations outside of Troy |
| 7 | Service calls within the City of Troy | | |
| 7a | | Vehicle jump-start | \$75.00 |
| 7b | 50 | Vehicle lock-out | \$75.00 |
| 7c | 200 | Return vehicle to roadway (only assessed for a vehicle that is fully off the roadway, paved area or shoulder, or where more than 15 feet of cable is used beyond the extension of the towing vehicle) | \$95.00 |
| 7d | | Tire Change (per tire) | \$85.00 |
| 7e | | Service call- other (separate cars, etc.) | \$85.00 |
| 8 | | Additional dolly (this charge is not allowed for flatbed or wheel lift hoist tows) | n/c |
| 9 | | Labor charge per man hour for on scene, additional or standby personnel | \$75.00 Per Man Hour |
| 10 | Storage Fee Per Day | | |
| 10a | | Standard parking | \$25.00 |
| 10b | | Oversized parking | \$40.00 |

CITY OF TROY
 BID TABULATION
 TOWING SERVICES

Vendor Name: A & M Service Center Inc.
 City: Troy, MI

PROPOSAL: PROVIDE THREE (3) YEAR REQUIREMENTS OF TOWING SERVICES WITH AN OPTION TO RENEW FOR THREE (3) ADDITIONAL YEARS

PROPOSAL B:

| ITEM | EST. | SERVICE- CITY OWNED VEHICLES | UNIT COST |
|------|--|--|----------------------------------|
| 1 | 160 | Vehicles up to 12,000 GVWR (includes accidents) | \$50.00 |
| 2 | 10 | Vehicles 12,001-16,000 GVWR (includes accidents) | \$75.00* |
| 3 | 10 | Vehicles 16,001-80,000 GVWR Including Off Road Equipment (includes accidents) | \$95.00* |
| 4 | 4 | Remove Each Axle Shaft and/or Drive Shaft | Not Specified |
| 5 | 7 | Tows from and/or to locations more than 5 miles outside of the City of Troy; amount per mile in addition to the basic towing fee | \$3.00 Per Mile |
| 6 | Road Service Fees | | |
| 6a | 12 | Within Troy city limits including jump start | \$50.00 |
| 6b | | Additional dolly (this charge is not allowed for flatbed or wheel lift hoist tows) | Not Specified |
| 6c | | Labor charge per man hour for additional man-power | \$45.00 Per Man Hour |
| 6d | 15 | On-road tire replacement (Road Call) | \$50.00/vehicles up to 12,000lbs |
| 7 | Vehicle transport to outside Troy auction sites, dealers, etc. Price per mile in addition to the basic towing fee as follows: | | |
| 7a | | Cars, Vans and Pick-ups | \$3.00 Per Mile |
| 7b | | Vehicles/equipment from 12,000-16,000 GVWR | \$3.00 Per Mile |
| 7c | 4 | Vehicles/equipment from 16,001 GVWR and over | \$3.00 Per Mile |
| 8 | Vehicle requiring assistance to place back on roadway (ditch, stuck, etc.) as follows: | | |
| 8a | 6 | Cars, Vans and Pick-ups | \$50.00 |
| 8b | | Vehicles/equipment from 12,001-16,000 GVWR | \$75.00 |
| 8c | 3 | Vehicles/equipment from 16,001-80,000 GVWR including construction equipment | \$95.00* |
| 9 | 1 | Towing two (2) vehicles with one (1) Truck | \$55 x 2 |
| | | | <i>*2 Hour Minimum</i> |

| | | |
|-----------------------|--------|---------------|
| Attended Pre Bid: | Y or N | Y |
| Vendor Questionnaire: | Y or N | Y |
| Insurance Met: | Y or N | Y |
| Payment Terms: | | Not Specified |
| Exceptions: | Y or N | N |
| Acknowledgement: | Y or N | Y |
| Signed Addendum: | Y or N | Y |
| Forms: | Y or N | Y |

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

David Quaiatto
 Daniel Langbeen
 Brian Varney
 Andrew Chambliss
 Nellie Bert
 Dina Gates

Emily Frontera
 Purchasing Manager



SECTION 9: PRICING

DIRECTIONS: IMPORTANT

Any page indicated as "PRICING" must be combined into a single file and SUBMITTED AS A SEPARATE PDF NAMED: "FEE PROPOSAL – TOWING SERVICES" to MITN on or before the RFP opening date and time.

COMPANY NAME: A&M Service Center Inc.

The undersigned proposes to provide **THREE YEAR REQUIREMENTS OF TOWING SERVICES WITH AN OPTION TO RENEW FOR THREE ADDITIONAL YEARS** in accordance with the specifications and attachments contained herein. The specifications and attachments are to be considered an integral part of this proposal, at the following prices:

PROPOSAL A: PRICING

| ITEM | ANNUAL COUNT (Estimated) | SERVICE – PRIVATE VEHICLES | UNIT COST |
|------|---|--|---|
| 1. | 2,000 | Vehicles up to 5,000 lbs. (Accidents and Impounds) | \$ 125.00 |
| 2. | 200 | Vehicles over 5,001 lbs. (Accidents and Impounds) | \$ 125.00 |
| 3. | 5 | Vehicles over 10,000 lbs. 2 hour minimum | \$ 225.00 |
| 4. | 5 | Accident vehicles over 10,000 lbs. 2 hour minimum | \$ 225.00 |
| 5. | Straight pick-ups (re-location of vehicles for snow removal or other purposes requiring a tow of less than ½ mile) | | |
| 5a. | | Vehicles up to 10,000 lbs. 2 hour minimum | \$ 85.00 |
| 5b. | | Vehicles over 10,001 lbs. 2 hour minimum | \$ 95.00 |
| 6. | | Tows from and/or to locations more than 5 miles outside of the City of Troy. amount per mile in addition to the basic towing fee – Mileage may not be charged until it has exceeded the 5 miles outside the City and then, only from the point it exceeds that limit. | <i>OUTSIDE OF TROY</i> \$ 5.00 Per mile |
| 7. | Service calls within the City of Troy | | |
| 7a. | | Vehicle jump-start | \$ 75.00 |
| 7b. | 50 | Vehicle lock-out | \$ 75.00 |
| 7c. | 200 | Return vehicle to roadway (Only assessed for a vehicle that is fully off the roadway, paved area or shoulder, or where more than 15 feet of cable is used beyond the extension of the towing vehicle). | \$ 95.00 |
| 7d. | | Tire change (per tire) | \$ 85.00 |
| 7e. | | Service call- other (separate cars, etc.) | \$ 85.00 |
| 8. | | Additional dolly (this charge is not allowed for flatbed or wheel lift hoist tows). | \$ n/c |
| 9. | | Labor charge per man hour for on scene, additional or standby personnel | \$ 75.00 per man hour |
| 10. | Storage fee per day | | |
| 10a. | | Standard parking | \$ 25.00 |
| 10b. | | Oversize parking | \$ 40.00 |



SECTION 9: PRICING

PROPOSAL B:

PRICING

| ITEM | ANNUAL COUNT (Estimated) | SERVICE – CITY OWNED VEHICLES | UNIT COST |
|------|--|---|-----------------------------------|
| 1. | 160 | Vehicles up to 12,000 GVWR (includes accidents) | \$ 50.00 |
| 2. | 10 | Vehicles 12,001 – 16,000 GVWR (includes accidents) | \$ 75.00 2 hour minimum |
| 3. | 10 | Vehicles 16,001 – 80,000 GVWR Including Off Road Equipment (includes accidents) | \$ 95.00 2 hour minimum |
| 4. | 4 | Remove Each Axle Shaft and / or Drive Shaft | \$ |
| 5. | 7 | Tows from and/or to locations more than <u>5 miles</u> outside of the City of Troy: amount per mile in addition to the basic towing fee | \$ 3.00 per mile |
| 6. | Road Service Fees | | |
| 6a. | 12 | Within Troy city limits including jump start | \$ 50.00 |
| 6b. | | Additional dolly (this charge is not allowed for flatbed or wheel lift hoist tows) | \$ |
| 6c. | | Labor charge per man hour for additional man-power | \$ 45.00 per man hour |
| 6d. | 15 | On-road tire replacement (Road Call) | \$ 50.00 vehicles up to 12,000lbs |
| 7. | Vehicle transport to outside Troy auction sites, dealers, etc. Price per mile in addition to the basic towing fee as follows: | | |
| 7a. | | Cars, Vans and Pick-ups | \$ 3.00 per mile |
| 7b. | | Vehicles/equipment from 12,000 to 16,000 GVWR | \$ 3.00 per mile |
| 7c. | 4 | Vehicles/ equipment from 16,001 GVWR and over | \$ 3.00 per mile |
| 8. | Vehicle requiring assistance to place back on roadway (ditch, stuck, etc.) as follows: | | |
| 8a. | 6 | Cars, Vans, and Pick-ups | \$ 50.00 |
| 8b. | | Vehicles/ equipment from 12,001 - 16,000 GVWR | \$ 75.00 |
| 8c. | 3 | Vehicles/ equipment from 16,001 – 80,000 GVWR including construction equipment 2 hour minimum | \$ 95.00 |
| 9. | 1 | Towing two (2) vehicles with one (1) Truck | \$ 55 x 2 |

IMPORTANT: In order to fairly evaluate and score the pricing phase, only the items with an estimated annual count will be used.

COMPANY NAME: A&M Service Center Inc.



SECTION 6: INSURANCE REQUIREMENTS

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Department at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- (X) We can meet the specified insurance requirements. See Declaration Sheet
- () We cannot meet the specified insurance requirements.
- () We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

- () Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

COMPANY NAME: A&M Service Center Inc.

SECTION 6: INSURANCE REQUIREMENTS – continued

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds***: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) additional business days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: A&M Service Center Inc.



Towing Services
Terms and Conditions
Page 1 of 3

SECTION 7: PROPOSAL TERMS AND CONDITIONS

CONTRACT FORMS:

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

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Dan Langbeen at (248) 524-3556 or impounds@troymi.gov.

SIGNATURE:

Each authorized representative of the company must sign the proposal with their usual signature and shall give their full business address. Proposals submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter.

RETAIN PROPOSALS:

The City reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this RFQ/RFP, unless clearly and specifically noted in the proposal submitted and confirmed between the City of Troy and the company selected.

LAWS:

All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the award throughout and incorporated herein by reference.

AWARD OF CONTRACT:

The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the RFQ / RFP, evaluation of the fee proposal, professional competence, storage facility location, references that include evidence of completion of at least three (3) towing contracts, understanding of the services required, and the correlation of the proposal submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

The intent of the award is to contract with one Primary towing service provider. In the event the Primary Service Provider is unable to provide the services as stated in Section 8 of the Request for Proposal document, it is the sole responsibility of the Primary Service Provider to Provide a Secondary Service Provider.

The City of Troy reserves the right to award to the company(s) providing the best value proposal, in whatever manner is deemed to be in the City's best interest; to reject a proposal which contains major deviations from specifications; to accept a proposal which has only minor deviations from specifications; or whatever is deemed to be in the City's best interest.

RIGHT TO REQUEST ADDITIONAL INFORMATION:

The City reserves the right to request any additional information it deems necessary from any company responding to this RFQ / RFP after the documents have been received.

COMPANY NAME: A&M Service Center Inc.

SECTION 7: PROPOSAL TERMS AND CONDITIONS – continued

QUALIFICATIONS OF BIDDERS:

The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Troy that it has the necessary facilities, abilities, and financial resources to provide the services specified herein. The bidder may also be required to give a past history in order to satisfy the City of Troy in regard to the bidder's qualifications. The City of Troy may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Troy all information for this purpose that may be requested.

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will notify the successful bidder(s). The successful bidder(s) once notified, will be required to provide acceptable insurance certificate(s) and sign the final Agreement. A purchase order issued in conjunction with the final Agreement from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

INVOICING AND PAYMENT:

The City of Troy reserves the right to select the invoicing option deemed to be in its best interest at the time of implementation of the contract. No additional costs will be incurred for the invoicing option selected.

Termination of service will be unacceptable for non-payment of a bill without the successful bidder contacting the designated City representative to resolve the problem. The City will have 45 days to resolve any billing problem from written notice to terminate services.

ESTIMATED QUANTITIES:

Quantities stated are estimated and are not guaranteed. Quantities stated are for award purposes only. The quantities are estimated usages provided by those City employees who have been responsible for contract administration. Troy will not be penalized for requiring more or less service than the numbers provided. Although no quantity may be listed for some items listed above, a price is necessary since the City is establishing a price for this service if it should occur during the contract period.

DOWNPAYMENTS OR PREPAYMENTS:

Any proposal 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.

SAMPLE AGREEMENT:

A "draft" sample agreement is attached to this proposal document. The City of Troy anticipates that the final agreement will be in substantial conformance with the Sample attached. Nevertheless, bidders are advised that any contract that may result from this proposal may deviate from the Sample Agreement attached. The successful bidder(s) will be required to sign the final Agreement Document.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable. It will be the successful bidder's responsibility to ensure that any subcontractor performing services under this contract is capable of doing the work as specified. The designated City representative retains the right to evaluate the services performed by or on behalf of the successful bidder and reserves the right to reject any service that is not in accordance with the specifications.

COMPANY NAME: A&M Service Center Inc.

SECTION 7: PROPOSAL TERMS AND CONDITIONS – continued

SIGNATURE PAGE

PRICES

Prices shall remain firm until proposal award, except the successful bidder(s) whose prices shall remain firm for the entire contract period which shall commence on the date of award and expire on December 31, 2027.

The contract may be renewed for three (3) years with mutual consent of both parties within 90 days of contract termination based upon the same prices, terms, and conditions as the original contract. The renewal may be subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without a blanket Purchase Order issued. The City of Troy may terminate this contract with 30 days written notice as delineated in Section 8 – M; Term of the Contract.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Mario Valente

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

TAX ID 38-3597600

COMPANY A&M Service Center Inc.

ADDRESS 2075 Austin CITY Troy STATE MI ZIP 48083

TELEPHONE NUMBER (248) 248-588-3640 FAX NUMBER () _____

REPRESENTATIVE'S NAME Mario Valente

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: (Print) Mario Valente

PAYMENT TERMS: _____ EMAIL: amservicecenter@aol.com

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from City specifications and this proposal must be stated below. The reason(s) for the exception, substitution, and/or deviation are an integral part of this proposal offer:

ACKNOWLEDGEMENT: I, Mario Valente, certify that I have read Section 4, the **Instructions to Bidders** (3 Pages) and that the proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Mario Valente

IMPORTANT: All City of Troy purchases require a **SAFETY DATA SHEET**, where applicable, in compliance with the **MIOSHA "Right to Know"** Law.

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

U.S. FUNDS: PRICES QUOTED SHALL BE IN U.S. CURRENCY.



Towing Services
Questionnaire
Page 1 of 4

SECTION 5: VENDOR QUESTIONNAIRE

DATE: 09/30/2024
Month/Date/Year

COMPANY NAME: A&M Service Center Inc

ESTABLISHED: June 15 19 81 / 20__ STATE: MI YEARS in BUSINESS 43

- TYPE OF ORGANIZATION: (Circle One)
- a. Individual
 - b. Partnership
 - c. Corporation
 - d. Joint Venture
 - e. Other _____

If applicable:
FORMER COMPANY NAME(S)

Company is licensed by the Michigan Public Service Commission (MPSC) for transportation of wrecked or disabled vehicles within the City of Troy and other points within the State.

Copies of license(s) are attached and marked Exhibit A for identification.

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. What is this company's experience relative to towing services? A minimum of three (3) towing service contract examples are required. Examples provided should be contracts that have been completed in the last five (5) years. Be sure to include the average response time for each of the examples provided (i.e. 20 minute response 85% of time).

| | | |
|-----------------------|----------------------------|-------------------|
| City of Troy | 20 Minutes 95% of the time | Still in contract |
| City of Clawson | 20 Minutes 95% of the time | Still in contract |
| City of Royal Oak | 20 Minutes 95% of the time | Still in contract |
| City of Berkley | 20 Minutes 95% of the time | Still in contract |
| Michigan State Police | 20 minutes 95% of the time | Still in contract |

2. Describe this company's capabilities specific to the scope of work within this RFP. Include total number of employees (wrecker drivers/operators and dispatchers) and work performed for other law enforcement agencies.

We offer 24 hour/ 7 day a week towing with 42 years of police towing. We have 21 state of the art trucks to serve the city: from a 1-ton wrecker to a 60-ton wrecker with rotator. We are a family owned and run with both owners involved in the day-to-day operations of the business, as well as 16 additional tow truck drivers and two dispatchers.

SECTION 5: VENDOR QUESTIONNAIRE – continued

3. List all other cities, counties, regional or state governments with whom this company has worked including contact information.

| ENTITY | CONTACT NAME | PHONE NUMBER | EMAIL |
|-------------------|------------------------------|--------------|-------|
| City of Berkley | Sargent Smith | 248-658-3380 | |
| City of Royal Oak | Stacey Sheldon/ Keylon Smith | 248-246-3427 | |
| City Of Clawson | Jason Rand | 248-524-3477 | |

4. Personnel from this company who would be assigned to the City's account.
Please provide resumes, copies of certifications, licenses, and/or list any additional training classes taken to increase expertise in light, medium, heavy towing and recovery wrecker operations for the people listed in this section who will be assigned to the City of Troy account along with their responsibilities.

| TITLE | NAME | LICENSE/ CERTIFICATION | EXPERIENCE/ YEARS | ROLE |
|----------------|-----------------|------------------------|-------------------|-----------------------|
| President | Mario Valente | | 43 | Day to day operations |
| Vice President | Antonio Valente | | 43 | Day to day operations |
| Accounting | Marie Valente | | 20 | Accounting |

5. What towing services are provided in-house and what towing services are subcontracted to outside companies as it relates to this project. If outside companies will be used, include their resumes, stating experience and qualifications. Please also indicate the company's experience working with these individuals.

All services provided in house unless we need to call Service Towing for an extra heavy duty wrecker.

6. Provide the company's contact information below: Towing is 24 hours

HOURS OF OPERATION: MON – FRI 7am-6pm SAT 8am-2pm SUN Closed

CONTACT NAME: Mario Valente Cell phone # 248-640-1826

24 HOUR CONTACT/ DISPATCH NUMBER: 248-588-3640

7. Please check the method(s) of payment that this company currently accepts from customers. (Check all that apply)

Cash Credit Card Debit Card Personal Check
 Other Electronic Payment Methods: _____

8. List any motor club/roadside assistance programs you are currently affiliated with.

COMPANY NAME: A&M Service Center Inc.

SECTION 5: VENDOR QUESTIONNAIRE - continued

9. List any Towing Associations you are currently affiliated with.

Michigan Towing Association

Are you a member in good standing? If not, why not.

Yes

10. Professional References – please list at least three (3) clients with whom you have completed towing contracts for within the past five (5) years that are similar in scope to the type of work described in this proposal. Contact names and the listed information are to be provided.

| Entity Name | Address | Contact Name | Phone Number | E-Mail |
|---|---------|--------------|--------------|--------|
| <u>Same as Questionnaire #3 answers</u> | | | | |
| | | | | |
| | | | | |
| | | | | |

11. List all contract commitments this company has been engaged to perform for 2024/2025. Give organization name, name of contract and value of contract.

| ORGANIZATION | CONTRACT | VALUE |
|------------------------------|-------------------------------|-------|
| <u>City of Royal Oak</u> | <u>Police Towing Contract</u> | |
| <u>City of Troy</u> | <u>Police Towing Contract</u> | |
| <u>City of Clawson</u> | <u>Police Towing Contract</u> | |
| <u>City of Berkley</u> | <u>Police Towing Contract</u> | |
| <u>Michigan State Police</u> | <u>Police Towing Contract</u> | |

12. Where is your vehicle storage facility located? How long have you been operating at this facility?

Location 1: 2075 Austin, Troy # of years: 17
Location 2: _____ # of years: _____

(X) Location 1 is located within Troy
() Location _____ is located outside of Troy - _____ miles from the borders of the City of Troy.

The successful bidder will be required to maintain and make the storage facility available to the City of Troy throughout the contract period. It is important and critical to the City of Troy to have access to a convenient storage facility within close proximity. Therefore, the site shall be located in the City of Troy or no more than a five (5) mile radius of the City.

13. Describe the size and location of the storage facility lot(s) and include a site plan.

Location #1 is 2.5 acres See Exhibit B

COMPANY NAME: A&M Service Center Inc.

SECTION 5: VENDOR QUESTIONNAIRE - continued

14. Please list all recovery vehicles, service vehicles, debris removal equipment and any other miscellaneous towing/recovery equipment available to this company. Include the make, model, boom capacity, and under lift capacity.

The bidder states that this company has at the time of the proposal opening, the following equipment to be used in performing towing services in accordance with the request for proposal and specifications. The successful bidder will continue to maintain and make the listed equipment (including updated equipment) available throughout the term of the contract.

| Type of Equipment | Make/Model | Capacity |
|-------------------|------------|----------|
| See Exhibit C | | |
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THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: *Mario Valente*
Representative's Name: MARIO VALENTE
(Print)
Company Name: A&M Service Center Inc.
Address: 2075 Austin, Troy, MI 48083
Phone Number: 248-588-3640
Fax Number: N/A
E-mail: amservicecenter@aol.com info@amservicecentertowing.com
Date: 10/2/24



October 4, 2024

**Addendum 1
RFP-COT 24-23
Towing Services
Page 1 of 2**

To All Bidders:

Please be advised that as a result of the Mandatory Pre-Proposal Meeting conducted on Wednesday, October 2, 2024 at 2:00 PM E.D.T. the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for **RFP-COT 24-23, Towing Services**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Mandatory Pre-Proposal Meeting was conducted at the City of Troy City Hall in the Lower Level Conference Room.

Items from the bid documents to be aware of and that were REVIEWED in the meeting:

- Sealed Proposals for **TOWING SERVICES** will be electronically received on the MITN Purchasing Group website by the City of Troy, 500 W. Big Beaver Road, Troy, MI 48084 until **THURSDAY, OCTOBER 24, 2024 at 10:00 AM, EDT** after which time they will be publicly opened via Zoom. Late proposal submittals will not be accepted or considered for award.
- Proposals documents are to be submitted as two separate PDF files:
 - Qualification documents to be combined & uploaded as one PDF file, named **QUALIFICATIONS**
 - Pricing/Fee pages to be combined & uploaded as one PDF file, named **FEE PROPOSAL**
- **Opening of Proposals:** At the specified time and date stated above, all submitted Proposals shall be opened. The names shall be read aloud.
- If further information regarding this proposal is required, please contact the Purchasing Manager and submit questions in writing to Emily Frontera, Purchasing Manager, e.frontea@troymi.gov.
- All bidders are required to examine the bid documents to determine the work to be done in accordance with the RFP specifications by attending the Mandatory Pre-Proposal Meeting that was scheduled for **WEDNESDAY, OCTOBER 2, 2024 at 2:00 PM EDT** located at Troy City Hall.
- **INSURANCE:** If awarded - Insurance shall be submitted to the City's Purchasing Manager, and approved prior to the start of the contract.
- **SIGNATURE PAGE** – Sign all three areas 1) Price Clause, 2) Company Info, & 3) Acknowledgement.
- **EXCEPTIONS:** Any exceptions, substitutions, deviations to the proposal need to be stated including the reason.

Since attendance at the Pre-Bid Meeting was **Mandatory**, everyone signed in. The following Firms were represented and in attendance:

A&M Towing

Introduced: Emily Frontera, Purchasing Manager
Nellie Bert, Buyer
David Quaiatto, Police Lieutenant
Daniel Langbeen, Police Sergeant
Russel Weipert, Police IT Assistant
Brian Varney, Fleet Operations Manager

Clarifications were discussed as follows:

- Emily Frontera, Purchasing Manager gave a brief overview of the Request for Qualifications and the requirements for Bid Submission.
- Evaluation of Qualifications and Pricing was reviewed and weighted scale for each discussed.
- It is the proposers' responsibility to have examined and made themselves familiar with the Bid Specifications.
- Anticipated award date is November 25, 2024. Contract commencement January 1, 2025
- Police staff gave a brief overview of scope of work and any changes to requirements.

Emily Frontera gave everyone an additional opportunity to ask any other questions; which there were none. Further questions should be emailed directly to Emily; which if required will necessitate an additional Addendum; which would include the QUESTION and the ANSWER.

All Addendums will be posted on the MITN Purchasing Group website.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Invitation to bid* and *Specifications* for RFP-COT 24-23, Towing Services. All other items in the original RFP (Request for Proposal) remain the same. This Addendum 1 should be attached to the top of the Bid Proposal packet at the time of submission, on or before **Thursday, October 24, 2024 at 10:00 AM EDT.**

COMPANY: AEM TOWING

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: MARIO VALENTE

SIGNATURE: Mario Valente

ADDRESS: 2075 AUSTIN DR.
TROY, MI 48083

DATE: 10-10-24



SECTION 11: FORMS

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 Mario Valente, bearing the office title of President,
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:



Towing Services
Contract Forms
Page 2 of 7

SECTION 11: FORMS

**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

Mario Valente, being duly sworn deposed, says that he
(Print Full Name)

Is President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

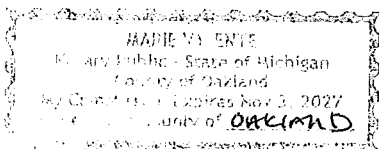
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, 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.

Mario Valente
SIGNATURE OF PERSON SUBMITTING BID

Mario Valente
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 18th day of October 20 24
In and for Oakland County.

My commission expires:
11/03/2027





SECTION 11: FORMS

**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.

A&M Service Center Inc.
Name of Agency/Company/Firm (Please Print)

Mario Valente President
Name and title of authorized representative (Please Print)

Mario Valente 10-18-27
Signature of authorized representative Date

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



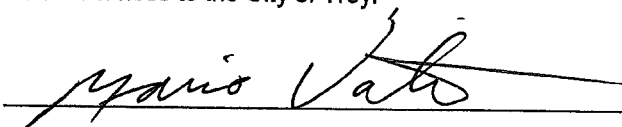
SECTION 11: FORMS

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

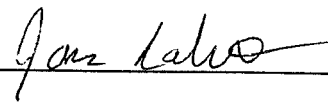
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

| | |
|-----------------------------|------------------------|
| Vendor | |
| Legal Name | A&M Service Cener Inc. |
| Street Address | 2075 Austin |
| City | Troy |
| State, Zip | Michigan, 48083 |
| Corporate I.D. Number/State | 800199251 Michigan |
| Taxpayer I.D. # | 38-2597600 |

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: Mario Valente

Witness Signature: 

Printed Name of Witness: Jason Roberts



SECTION 11: FORMS

Proposer's Sworn and Notarized Familial Disclosure

(To be provided by the Proposer)

The undersigned, the owner or authorized officer of A&M Service Center Inc. (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of A&M Service Center Inc. and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:
A&M Service Center Inc.

By: Mario Valente

Its: PRESIDENT

STATE OF MICHIGAN
Notary Public) ss.

COUNTY OF Oakland)

Mario Valente

This instrument was acknowledged before me on the 18th day of October, 2024, by

MARIO VALENTE





Towing Services
Contract Forms
Page 6 of 7

SECTION 11: FORMS

**CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE**

To the fullest extent permitted by law,

A&M Service Center Inc. agrees to defend, pay on
(Name of Consultant / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

City Towing Contract
Contract / Agreement

Mario Cateb
Contractor/Vendor representative signature/date

Witness

City of Troy representative signature/date

Witness

(Please complete and return at time of proposal submittal)

A&M Service Center and Towing
2075 Austin Drive
Troy, MI 48083
248-588-3640

EIN# 38-2597600

US Dot# 1554440

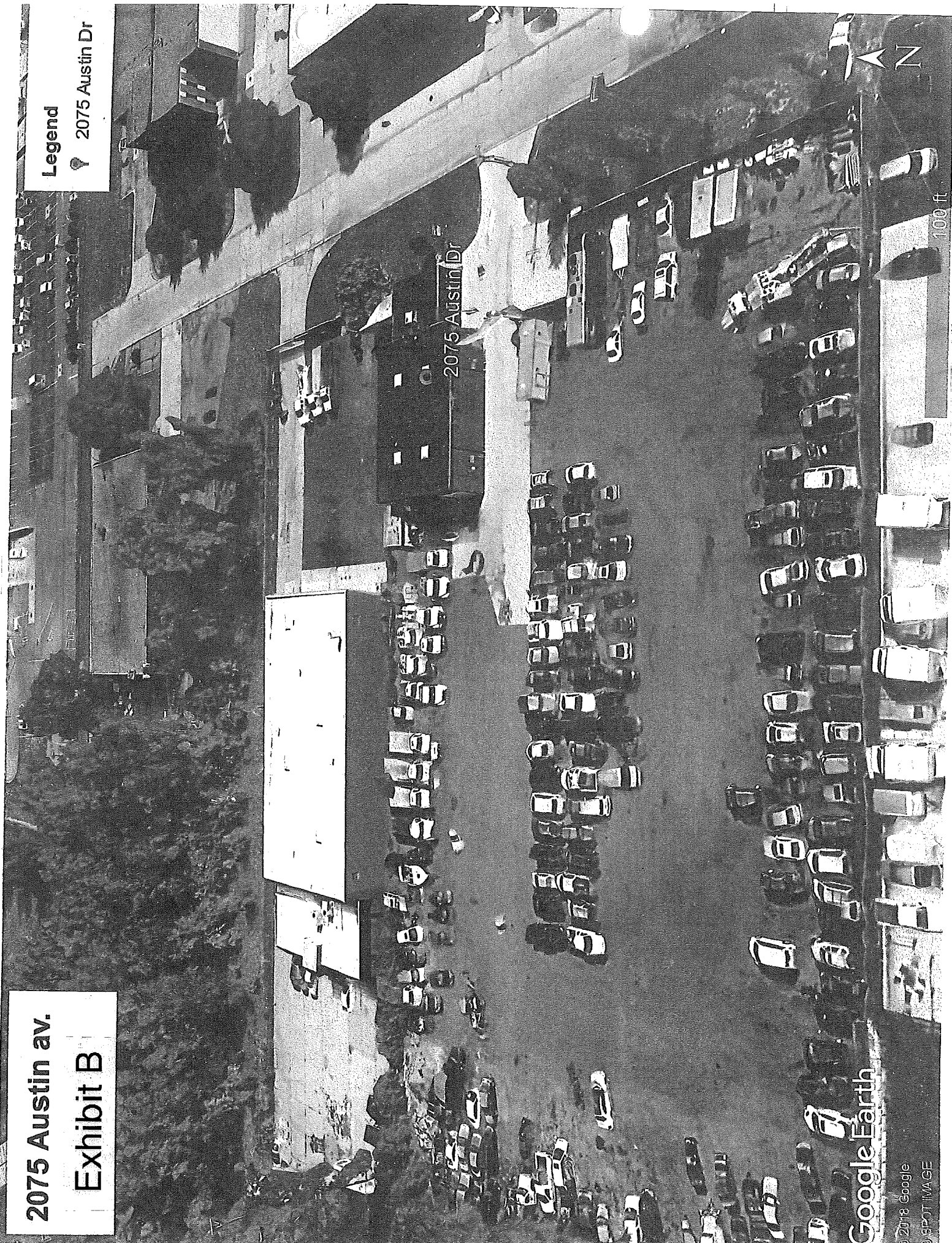
MPSC# L24612

2075 Austin av.

Exhibit B

Legend

📍 2075 Austin Dr



2075 Austin Dr

Google Earth

© 2018 Google
SPOT IMAGE

100 ft

N

Exhibit C

| | <u>A&M #</u> | <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Capacity</u> |
|------------------------------|------------------|-------------|--------------|------------------------------|-----------------|
| 1 | 210 | 2014 | Freightliner | Flatbed | 14,000 |
| 2 | 211 | 2019 | Freightliner | Flatbed | 14,000 |
| 3 | 224 | 2000 | GMC | 3 yard Dump Truck | n/a |
| 4 | 234 | 2013 | Ford | Flatbed | 12,000 |
| 5 | 237 | 2015 | Dodge | Flatbed | 12,000 |
| 6 | 238 | 2011 | Chevy | Pickup | Emerg.Vehicle |
| 7 | 240 | 2015 | Chevy | Light Duty Wrecker | 8,000 |
| 8 | 241 | 2015 | Ford | Light to Medium Duty Wrecker | 12,000 |
| 9 | 242 | 2016 | Ford | F650 Wrecker | 14,000 |
| 10 | 243 | 2016 | Dodge | 5500 Flatbed | 12,000 |
| 11 | 244 | 2016 | Dodge | 5500 Flatbed | 12,000 |
| 12 | 245 | 2016 | Dodge | 5500 Flatbed | 12,000 |
| 13 | 246 | 2018 | Dodge | 5500 Flatbed | 12,000 |
| 14 | 248 | 2019 | Dodge | 5500 Flatbed | 12,000 |
| 15 | 249 | 2020 | Ford | F650 Flatbed | 12,000 |
| 16 | 250 | 2022 | Ford | F650 Flatbed | 12,000 |
| 17 | 252 | 2017 | Peterbuilt | Medium to Heavy Duty Wrecker | 25,000 |
| 18 | 255 | 2018 | Dodge | 5500 Flatbed | 12,000 |
| 19 | 260 | 2020 | Dodge | 1 Ton Wrecker | 10,000 |
| 20 | 265 | 2020 | Dodge | 1 Ton Wrecker | 10,000 |
| 21 | 375 | 2015 | Kenworth | Heavy Duty Wrecker | 120,000 |
| Additional Equipment: | | | | | |
| | | 2004 | Ford | L30 Tractor | |
| | | 2010 | Kubota | 520 Loader | |
| | | 2014 | Volvo | L-50 Loader | |
| | | 2000 | Cat | 914 Loader | |



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: November 20, 2024

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
 Rob Maleszyk, Chief Financial Officer
 Kyle Vieth, Controller
 Joshua Jones, Acting Chief of Police
 Andrew Satterfield, Police Captain
 David Quaiatto, Police Lieutenant
 Daniel Langbeen, Police Sergeant
 Emily Frontera, Purchasing Manager

Subject: Award Standard Purchasing Resolution 8 – Best Value Award - Towing and Storage Services – Police Department

History

- Since 2009, *A & M Service Center, Inc. of Troy, MI* has provided towing and storage services for the Police Department with no significant problems or issues.
- Most recently on December 17, 2018 City Council awarded a three (3) year contract with an option to renew for three (3) additional years to provide towing and storage services to *A & M Service Center, Inc. of Troy, MI* (Resolution #2018-12-197); contract expiring December 30, 2024.
- The contract provides for removal and storage of vehicles that are broken down and involved in traffic crashes, as well as clean up of debris from accidents.
- The contract will also provide towing services for City owned vehicles and equipment to and from repair facilities, stuck or disabled equipment and tire changes.

Purchasing

- September 25, 2024 a Request for Proposal was issued and posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi. One hundred thirty-eight (138) vendors were notified of this bid opportunity.
- October 24, 2024 a bid opening was conducted and Proposals were received as required by City Charter and Code for Towing Services. Below is a summary of potential firms.

| | |
|--|-----|
| Companies notified via MITN | 138 |
| Troy Companies notified via MITN | 6 |
| Troy Companies - Active email Notification | 6 |
| Troy Companies - Active Free | 0 |
| Companies that viewed the bid | 30 |
| Troy Companies that viewed the bid | 1 |

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.

- One (1) Proposal response was received from *A & M Service Center, Inc. of Troy, MI*.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- Qualifying conditions of the Towing Services were:
 - Years in business
 - Experience providing Towing Services
 - Positive references for the firm.
 - Qualifications of Company and Personnel to perform work as specified.
 - Capacity of Company and Storage Facility
 - Response to questionnaire
- Committee Members from the Police Department reviewed and evaluated the proposal.
- The Committee Members were as follows:
 - Andrew Satterfield, Police Captain
 - David Quaiatto, Police Lieutenant
 - Daniel Langbeen, Police Sergeant
 - Russell Weipert, Police Impound Management Part-Time
- The Selection Committee completed an in-depth review of A & M's proposal.
- Based on the current performance provided by *A & M Service Center, Inc.* the Committee, in the best interest of the City unanimously recommends awarding a contract to the sole proposer; *A & M Service Center, Inc.* as a best value award.
- The Bid Tabulation is attached.

Financial

Funds are budgeted and available in the Operating Budgets for the Police Department under account number 101.301.11.305.802.260 Contractual Services Towing for the 2025 fiscal year.

Recommendation

City Management recommends awarding a three (3) year contract with an option to renew for three (3) additional years, to provide Towing and Storage Services for the City of Troy to *A & M Service Center, Inc. of Troy, MI* at unit prices contained in the bid tabulation dated October 24, 2024.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

AGREEMENT FOR TOWING SERVICES

This Agreement is entered into this 1st day of January, 2025, between the City of Troy, a Michigan municipal corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, (hereinafter referred to as "CITY") and A & M Service Center, Inc. of Troy, MI, (hereinafter referred to as "CONTRACTOR").

RECITALS

- A. WHEREAS, CITY finds it necessary to utilize the services of CONTRACTOR for towing and/or storage of vehicles where the Troy Police Department is on the scene either because of an accident or incident, or because a vehicle is interfering with the orderly flow of traffic; and
- B. WHEREAS, CITY desires that services and charges for towing and/or storage be consistent to vehicle owners, whether the owners desire that their vehicles are towed to CONTRACTOR'S vehicle storage yard and/or facility or a dealership or another location other than CONTRACTOR'S vehicle storage yard and/or facility; and
- C. WHEREAS, CITY will be recommending the CONTRACTOR for towing and/or storage services at the scene, and that, but for that recommendation, the CONTRACTOR might not be towing and/or storing the vehicle;
- D. WHEREAS, it is important for the reputation of the CITY and CONTRACTOR that prices charged for the towing and/or storage of a vehicle from a scene where a Troy police officer has recommended CONTRACTOR, be consistent for all referrals by the Troy Police Department and within the terms of this Agreement; and
- E. WHEREAS, the CITY wishes to engage CONTRACTOR to provide these services.

Now, therefore, in consideration of the covenants and agreements contained herein, CITY and CONTRACTOR agree as follows:

11

2. **LOCATION OF STORAGE YARD AND/OR FACILITY.** CONTRACTOR shall maintain a storage yard and/or facility as stated in the proposal. This storage yard and/or facility shall not be relocated without the consent of the CITY.

3. **HOURS AND AVAILIBITY:** CONTRACTOR shall provide towing and/or storage services 24 hours per day, 7 days per week. Requests for services from the Troy Police Department shall have priority over all other calls for service. CONTRACTOR shall respond to the scene within twenty (20) minutes. If Contractor is unable to respond to the scene within twenty (20) minutes, the Contractor must inform the Officer, or the Department in charge at the scene, of this fact at the time of the initial call in. In cases where the Contractor states he/she is unable to respond within twenty (20) minutes, the Officer, or Department in charge at the scene, will have the right to obtain these services from a Secondary service provider. The Contractor will be charged the difference between his/her contracted rates and the rates charged by the Secondary service provider in the event of an upcharge.

If the Contractor does not respond within twenty (20) minutes and does not inform the Officer of the delay at time of the initial call in or while in route, the Officer, or Department in charge at the scene, has the right to call on the services of a Secondary provider. The Officer, or Department in charge at the scene, has the sole discretion to determine whether the required response time has been met barring any unforeseen circumstances. In the event the City has determined that the Contractor did not respond within the designated timeframe, the City in its sole discretion reserves the right to hold the Contractor in default of contract.

In cases of emergency as determined by the City in its sole discretion, or when the PRIMARY CONTRACTOR or Secondary service provider is unable to provide services as delineated in this Agreement, the CITY reserves the right to obtain services from other providers. The Primary CONTRACTOR will be charged the difference between the contracted rates and the rates charged by the other service providers in the event of an upcharge.

4. **POLICE OFFICER IN CHARGE AT SCENE**: Whenever CONTRACTOR is responding to a call from the Troy Police Department, the police officer in charge of the scene shall have supervision over the disposition of the vehicle(s) up to and including transportation of the vehicle(s) to CONTRACTOR'S or CITY'S storage yard and/or facilities or upon direction by City or Owner Operator of the vehicle to any other facility including those outside the City of Troy. CONTRACTOR, through its driver / operator, shall give full and complete cooperation to the officer(s) at the scene, unless dismissed by the officer(s), including, but not limited to officer(s) or owner /operators' directions concerning towing to a facility.

5. **PERSONNEL**: Wrecker operators shall be qualified, trained employees of CONTRACTOR. No less than two (2) wrecker operators shall be on duty and available between the hours of 7:00 a.m. and 2:00 a.m. Between the hours of 2:00 a.m. and 7:00 a.m. at least one (1) wrecker operator shall be on duty with at least one (1) other on call and available within thirty (30) minutes. CONTRACTOR'S employees shall act courteously, responsively and responsibly towards the vehicle's owner and/or agent of each vehicle towed, stored, and/or impounded at the direction of CITY.

CONTRACTOR'S employees shall cooperate with the CITY in handling inventory and recording of criminal evidence and personal property when requested by the Troy Police Department. When requested to do so, the employees shall communicate to the Troy Police Department information regarding any and all vehicles towed, stored or impounded by the Troy Police Department. A designated Troy Police Department representative shall have access to the storage yard and/or facility at all times. CONTRACTOR'S employees shall be required to wear identifiable clothing with a company logo and/or reflective vest.

CONTRACTOR'S employees shall ensure that no part is removed from any vehicle towed for the Troy Police Department unless the impounding officer or his/her designee specifically authorizes that removal.

The CONTRACTOR shall develop and implement a pre-employment interview and/or screening program for all employees who will be assigned to the contract. The screening program shall be designed to assist the CONTRACTOR in determining the employee's qualifications for work and who will be assigned to the City of Troy Contract. This procedure must be reviewed and approved in advance by the City of Troy to ensure compliance with any and all applicable federal and state laws, rules, ordinances and licensing permitting requirement applicable to providing Towing Services as per the RFP and the Contract, including, but not limited to:

Establishing tests acceptable to, and approved by, the City of Troy that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. The CONTRACTOR shall conduct random and reasonable suspicion drug and alcohol testing for all safety sensitive employees according to Federal and Michigan law, rules and regulations and City of Troy policy. The CONTRACTOR shall have a zero-tolerance policy for testing positive to drugs and alcohol and shall immediately remove an employee if they refuse to submit to a drug test, tests positive for illegal drugs, controlled substances or alcohol or violates the law, possesses, sells or consumes illegal drugs, controlled substances or alcohol.

The CONTRACTOR shall be responsible for staffing each wrecker under their care and custody (including owned, leased, rented or sub-contracted) with an operator who shall:

- * Not have possession or use of any alcohol, controlled substances, illegal drugs, firearms, knives or any other weapons;
- * Meet all other checks as required by law;
- * Be a legal citizen, conversant with the English language;
- * Be free of any disabilities which would preclude him or her from performing the required tasks;
- * Be trained in the proper handling of vehicles so as not to cause undue damage and be licensed to carry out the required tasks.

CONTRACTOR, upon request from the CITY, shall allow access to all driver qualification files as required under the provisions of the Commercial Drivers License statute.

CONTRACTOR shall also provide a detailed listing of all training received by each operator and a summary of their experience both with the CONTRACTOR and with previous employers. All personnel operating any vehicles for the CONTRACTOR under this Agreement shall comply with all State operator's licensing statutes and regulation and / or City of Troy ordinances, including the Motor Vehicle Code and / or the Motor Carrier Safety Act, if applicable.

6. EQUIPMENT: CONTRACTOR shall have no less than two (2) wreckers available 24 hours per day 7 days per week. CONTRACTOR shall provide and maintain equipment as outlined below:

| Minimum Number | Type of Vehicle | Response Time |
|----------------|----------------------|---------------|
| 1 | Light Duty wrecker | 20 minutes |
| 2 | Flat beds | 20 minutes |
| 2 | Medium Duty wreckers | 45 minutes |
| 1 | Heavy Duty wrecker | 45 minutes |

Equipment may be sub-contracted. Police Department and the DPW / Fleet Division must be notified at time of service if subcontracted wrecker will be used.

All vehicle shall be equipped as described in Request for Proposal - Instructions and Specifications – Part II.

CITY reserves the right to hire specialized equipment outside of this Agreement, when needed, including but not limited to, mobile cranes, or other heavy rescue equipment.

CONTRACTOR shall allow the Troy Police Department and the DPW / Fleet Division to conduct at least one annual safety inspection on each piece of equipment used to fulfill this Agreement and additional inspections at its discretion, if deemed necessary by the Troy Police Department.

7. SERVICE CALL CANCELLATION: CITY reserves the right to cancel a request for the services of the CONTRACTOR at any time, including up to the time of hook-up, without either CITY or owner/operator of the vehicle incurring any charges. If the owner of the vehicle arrives

on the scene before the vehicle is towed, and, in the opinion of the officer in charge of the scene, the vehicle can be safely moved by the owner, no charge will be made. CONTRACTOR agrees that the mere response to a service call scene without action does not constitute a service call for which charges are applicable.

8. CONDITION OF THE SCENE: CONTRACTOR shall be responsible for the clearing of vehicles and all other debris from the scene as directed by the officer in charge or as is necessary for the safety of other motor vehicles.

9. VEHICLE STORAGE AND STORAGE YARD AND/OR FACILITY: CONTRACTOR shall be responsible for all damages to and thefts from the vehicles while they are in the storage yard and/or facility or otherwise in its custody. All vehicles shall only be towed to, and stored in, the storage yard or facility specified in the proposal, unless CONTRACTOR'S employee is otherwise instructed by the officer in charge at the scene or by the owner/occupant of the vehicle.

Locations other than the storage yard / facility must be noted on impound form.

If a vehicle is not claimed within two (2) days of impound, storage fees shall begin to accumulate on the first full business day of impoundment as set out in paragraph I. Financial Arrangements. If a vehicle is claimed within 2 days from the day of impoundment, the owner shall not be charged for the first storage day.

All storage yards shall meet the following minimum requirements:

- A. The site shall be properly licensed and shall be operated in accordance with any federal, state, county or local laws and ordinances pertaining to the operation of such facilities.
- B. The site shall contain a minimum of two (2) contiguous acres of vehicle storage area.
- C. Vehicle storage or parking spaces shall have gravel surfaces or other surface acceptable to the City. All spaces shall have minimum dimensions of 10' x 20' which will be considered a standard parking space. If a vehicle exceeds the dimension of a standard space either by length or width, the vehicle may be charged a fee for an oversized space.

- D. A permanently installed 6' or higher fence shall surround the entire lot perimeter. The fence shall be securely locked at any time vehicles are stored as a result of a Law Enforcement related call, and after business hours.
- E. Driveways providing access to the vehicle storage area from the frontage street shall be paved in the same manner as off-street parking areas.
- F. The City of Troy Police Department's general order specifies that the CONTRACTOR'S office facilities provide for a 24 hour per day, seven (7) day per week operator/attendant who shall be responsible for the security of the yard and the administration of vehicles between the hours of 8:00 a.m. and 5:30 p.m., Monday thru Friday; 9:00 a.m. to 4:00 p.m. on Saturdays; and 9:00 a.m. to 1:00 p.m. on Sundays. The hours stated above are the minimum hours that will be acceptable to the City.
- G. Storage lots cannot be shared with any other non-police entity, regardless of their purpose.
- H. A tow company shall be held solely responsible for the security of the vehicles towed on behalf of the City of Troy Police Department to that company's impound yard.
- I. Any storage yard used by the successful bidder shall be located in the City of Troy or no more than a five (5) mile radius from the borders of the City of Troy and shall be in compliance with all local zoning and safety requirements. All yards to be used by the successful bidder must be stated in the vendor questionnaire, Section 5, #12 Vehicle Storage Facility.

10. DISPOSAL OF VEHICLES. CONTRACTOR shall allow CITY the space, access and time to set up a public viewing for purposes of accepting public bids for vehicles or groups of vehicles, at least quarterly, and at most monthly.

CONTRACTOR shall assist the Troy Police Department in the disposal of all unclaimed vehicles in accordance with federal, state, county and local laws and ordinances. The storage yard and/or facility shall be made available upon request of the Troy Police Department for

purposes of disposal of unclaimed vehicles and related equipment, including, but not limited to, public auctions. CONTRACTOR shall be entitled to receive from any such sale monies received from each individual vehicle/equipment sale up to an amount equal to towing and storage fees owed the CONTRACTOR for that vehicle/equipment. All monies received in excess of such fees shall be disbursed according to applicable State law (MCL 257.252, et. seq.)

CONTRACTOR agrees to pay all auctioneers' fees, if any, on any vehicle sold through auction. Contractor agrees to supply all needed manpower, as determined by the Troy Police Department, to conduct an auction at no cost to the CITY. However, CONTRACTOR will not pay the salaries of any City employees assigned by the City to assist with the auction. The City will have final approval of all auctioneers.

CITY shall set the minimum acceptable bid for public sale of any vehicle or group of vehicles, or equipment. If any vehicle or equipment is not sold and the CITY does not wish to take possession, or prepare the vehicle for a later auction date, CONTRACTOR shall become the owner of the vehicle, group of vehicles, or equipment and shall be responsible for the disposal.

11. METHOD OF PAYMENT FOR TOWING AND/OR STORAGE. CONTRACTOR shall make available to vehicle owners/operators, a method to receive payment by credit card or debit card. This service must be made available within ninety (90) days of the proposal award date. CONTRACTOR may charge an additional reasonable fee to the credit card user to cover the cost of using this type of transaction. These additional fees must be submitted to the Troy Police Department for approval and posted along with the fee schedule at the place of business. Credit cards must be allowed for payment on all tows other than arrests. Cash payments must be allowed for all tows.

12. CONTRACTOR'S FEES AND ADMINISTRATIVE FEE. CONTRACTOR shall collect from the vehicle's owner or agent for all towing and/or storage fees for vehicles towed, impounded or stored after removal from the scene at the request of the Troy Police Department.

CONTRACTOR has presented a list of service fees in its response to Request for Proposal. Those stated fees shall be charged to all vehicle operators/owners or their agents whether the vehicle is towed to CONTRACTOR'S storage yard and/or facility or to a different location designated by the vehicle operator/owner. Storage fees may only be charged if the vehicle is stored on the Contractor's lot. If the ~~"Abandon and Impounded Vehicle Report"~~ "Impound Vehicle Supp Report" reflects that the vehicle is to be towed to CONTRACTOR'S storage yard and/or facility, but the owner/operator subsequently gives instructions to CONTRACTOR or any of its employees, that the vehicle is to be towed to a different location, CONTRACTOR shall tow that vehicle to the location indicated by owner/operator, whether or not the vehicle is already physically on CONTRACTOR'S storage yard and/or facility, at the same price as set out in CONTRACTOR'S Response to Request for Proposal plus the mileage fees set out therein. The towing fees quoted herein shall also apply when the vehicle owner / operator directs the CONTRACTOR or any of its employees to tow the vehicle to a different location, no matter how long the vehicle has been physically present on the CONTRACTOR'S storage yard and/or facility. Further, if the vehicle operators/owners or their agents claim the vehicle the day of the tow (first day) to the CONTRACTOR'S storage yard and/or facility, they shall not be charged for storage. If vehicle operator/owners or their agents claim the vehicle the day after the tow (second day), they shall only be charged for one day of storage. Thereafter, if the vehicle is not claimed until the third day after the tow to CONTRACTOR'S storage yard and/or facility, CONTRACTOR may charge fees as set out in their Response to Request for Proposal from the first day of storage forward.

At the time a vehicle that is towed or impounded under this Agreement is released from custody, or at any other time when the tow bill is paid, the CONTRACTOR shall collect for the CITY an Administrative Fee in the amount set by City Council. The Administrative Fees collected on behalf of the City will be submitted to the Troy Police Department each quarter when invoiced from the City by the CONTRACTOR. The current fee is \$30.00. CONTRACTOR

acknowledges that the Administrative Fee is subject to change by resolution of City Council at its discretion. The Administrative Fee may be changed prior to the proposal opening date or anytime thereafter.

In cases where the Troy Police Department has merely been the intermediary in the summoning of aid on behalf of the vehicle's operator/owner or their agent, and the vehicle has not been taken into custody by the Troy Police Department, CONTRACTOR'S fees will be collected by CONTRACTOR directly from the vehicle operator/owner or their agent.

13. RELEASE OF VEHICLE TO INSURANCE COMPANY AGENT. CONTRACTOR shall not withhold a vehicle from any insurance company agent because of non-payment for towing and/or storage of a different vehicle insured by that company.

14. COMPLAINT PROCEDURE. The Troy Police Department shall forward to CONTRACTOR any oral or written complaints received by its employees and/or citizens regarding CONTRACTOR'S services or pricing. A copy of that complaint shall be mailed to CONTRACTOR at the storage yard and facility address within 3 days of receipt of the complaint. CONTRACTOR shall have 3 days to respond to the Troy Police Department regarding that complaint. An employee of the Troy Police Department will be named to carry out the complaint procedure. If the Troy Police Department is not satisfied with the response to the complaint, it will notify the CONTRACTOR of its failure to provide an adequate response and take whatever options are provided for under this Agreement.

CONTRACTOR shall be required to send the Troy Police Department copies of any complaints, whether oral or written, regarding its services with a written response about that complaint. The Troy Police Department will review the complaint and response, and take whatever action, if any, that is provided for under this Agreement.

15. REPORTS AND RECORDS. At the time of a towing and/or impound, CONTRACTOR'S wrecker operators shall accompany and assist the officer in a physical inspection of each vehicle towed and/or impounded. The standard "~~Abandoned and Impounded Vehicle Report~~" "Impound Vehicle Supp Report" form shall be used for this purpose. When a vehicle is released by the

CONTRACTOR, its employees shall complete an "Abandoned/Impounded Vehicle Disposition Report" form. Copies of those forms are attached to this Agreement. A copy of all forms shall be forwarded to the Troy Police Department. CONTRACTOR shall provide or complete all other forms, reports and/or documents that may otherwise be required or requested by the Troy Police Department. CONTRACTOR shall have the capability to transmit and receive data electronically, that is, by email, with the Troy Police Department.

CONTRACTOR shall keep accurate records on a daily basis for each towed, impounded, serviced and/or stored vehicle, including its license (registration plate) number, description, vehicle identification number (VIN), the tow origination point, and any subsequent tow(s), date and time the vehicle was placed into storage, location of the storage facility, any charges levied and the date and time it was returned to the owner.

CONTRACTOR shall maintain, for a period of three (3) years, accurate financial records of each towing, impound, service and/or storage transaction made at CITY'S request. CONTRACTOR shall have those records open to inspection by the CITY upon request. CITY reserves the right to conduct an audit of all bills and records relevant to this Agreement at least twice a year.

16. TERM OF AGREEMENT: This Agreement shall be in effect for three (3) years with an expiration date of December 31, 2027 unless terminated by CITY as otherwise set out herein. All CONTRACTOR'S prices for towing services shall not be changed during that three (3) year period. Within ninety (90) days of the expiration of this Agreement, the CITY may at its option renew this Agreement for a three (3) year period under the same prices, terms and conditions as set out in this Agreement upon mutual consent of both parties. A request by the City staff to determine the CONTRACTOR'S interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

17. TERMINATION OF AGREEMENT: CITY shall be the sole judge of inadequacy of performance under this Agreement. CITY reserves the right to take any or all of the following actions because of inadequate performance on the part of the CONTRACTOR.

- a. CITY MAY TERMINATE AGREEMENT. Before CITY exercises its right to terminate this Agreement, CITY will afford CONTRACTOR an opportunity to respond within seven (7) calendar days to allegations of inadequacy. The City Manager or designated City representative shall have absolute discretion to make a decision to terminate this Agreement, subject only to the approval of City Council. Written notification shall be given within thirty (30) days of termination.
- b. CITY MAY HAVE ANOTHER PARTY PROVIDE TOWING AND STORAGE OF VEHICLES. CONTRACTOR agrees to reimburse CITY or other party for damages and costs in the event the CITY exercises this right to have the Secondary service provider or another party tow or store vehicles due to CONTRACTOR'S inadequate performance. These damages and costs shall include, but are not limited to, labor costs, towing and storage fees and any other damages resulting from having another party perform the services under this Agreement.
- c. CITY MAY TAKE OVER CONTRACTOR'S EQUIPMENT AND/OR STORAGE YARD OR FACILITY. The City Manager or designated City representative may declare the CONTRACTOR in default of this Agreement, and so notify CONTRACTOR thereof, under the following circumstances:
 - i. Services or any part of the services to be provided under this Agreement have been abandoned or unnecessarily delayed;
 - ii. CONTRACTOR is intentionally violating any of the provisions of this Agreement;

- iii. CONTRACTOR is carrying out the provisions of this Agreement in bad faith;
- iv. CONTRACTOR has been adjudged as bankrupt;
- v. CONTRACTOR makes a general assignment for the benefit of its creditors.

If any one or more of the above events occur, CITY may then call upon another party to complete the services or may complete it by other means as described above. CITY may take over and use materials, equipment, and storage yard and facilities of CONTRACTOR and anything else necessary for the performance of services until such time as other services can be obtained. CITY may recover the cost of completing the services by deducting the amount thereof from any monies due or which may become due to the CONTRACTOR under this Agreement. When such monies are insufficient to pay such costs, the amount in excess shall be paid by the CONTRACTOR.

18. INSURANCE REQUIREMENTS. CONTRACTOR shall carry general liability insurance, automobile insurance, workers compensation, garage keepers legal liability insurance and employers' liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by the CITY. CITY shall be named as an additional insured on the general liability, automobile and garage keepers legal liability policies using the following wording: "City of Troy, Troy Police Department, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the City, boards, commissions and/or authorities, or board members, employees, and volunteers additional insured" on ISO form B or broader. CITY shall be notified of any cancellation of that insurance within 30 days. The cancellation clause shall read: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured." Cancellation or lapse of the insurance shall be considered a material breach of this contract and the contract shall become null and

void unless the Contractor immediately provides proof of renewal of continuous coverage to the CITY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to the CITY. Proof of insurance meeting these requirements shall be provided to the CITY before execution of this contract.

CONTRACTOR is responsible for any deductibles to any of the policies. CONTRACTOR shall furnish three (3) complete copies of the acceptable Certificates of Insurance. If any of the policies expire during the term of the Agreement, CONTRACTOR shall deliver renewal certificates and/or policies to CITY, Purchasing Department, at least ten (10) days prior to the expiration date.

19. WORK SAFETY. CONTRACTOR is responsible for work environment safety, including but not limited to, all federal, state and local laws, ordinances and regulations.

20. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, the Troy Police Department, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy or the Troy Police Department, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, Troy Police Department, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy or the Troy Police Department, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by the CONTRACTOR as outlined in this Agreement or as relating to or resulting from those activities.

21. ASSIGNMENT OF AGREEMENT / INDEPENDENT CONTRACTOR: CONTRACTOR shall have no authority or power to assign, sublet and/or transfer any rights, privileges or interests under this Agreement without prior written consent from the CITY. CONTRACTOR acknowledges that it is an independent contractor with no authority to bind the CITY to any contracts or agreements, written or oral.

WITNESS:

1. Maria S. Valeri
2. Halle M. Gillett

TOWING OPERATOR:

Mario Valente
Mario Valente - A&M Towing
PRESIDENT
(Title)

CITY OF TROY:

By Ethan Baker
Ethan Baker, Mayor
Aileen Dickson
Aileen Dickson, City Clerk

[Signature]
City Manager or Designee

Resolution Number: 2024-11-157-J-4d

APPROVED AS TO FORM AND LEGALITY:

By [Signature]
Lori Grigg Bluhm, City Attorney



A&MSERV-02

CBOYER3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|--------------------------------------|
| PRODUCER Troy, MI - Motown - Hub International Midwest East 5600 New King Dr, Suite 210 Troy, MI 48098 | CONTACT NAME: Cassie Boyer | |
| | PHONE (A/C, No, Ext): (248) 602-4286 | FAX (A/C, No): (248) 528-2414 |
| E-MAIL ADDRESS: cassie.boyer@hubinternational.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Frankenmuth Insurance Company | | 13986 |
| INSURER B: BrickStreet Mutual Insurance Company | | 12372 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

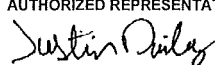
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| INSURED A&M Service Center, Inc. 2075 Austin Drive Troy, MI 48083 |
|---|

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | 6695928 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | | |
| | OTHER: | | | | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6695927 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | 6695928 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE | \$ 3,000,000 |
| | | | | | | | AGGREGATE | \$ 3,000,000 |
| | | | | | | | | \$ |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N | | N/A | WCB1037818 | 8/1/2024 | 8/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A | Garage & Dealers | | | 6695928 | 7/1/2024 | 7/1/2025 | On-Hook Liability | 300,000 |
| A | Garage & Dealers | | | 6695928 | 7/1/2024 | 7/1/2025 | Limit | 300,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess. A 30 day Notice of Cancellation will be provided with exception for non-payment where a 10 day Notice of Cancellation will be provided.

| | |
|--|---|
| CERTIFICATE HOLDER City of Troy Purchasing Manager 500 W Big Beaver Road Troy, MI 48084 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |