



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*.



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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.

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 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 personal	\$75.00 Per Man Hour
10	Storage Fee Per Day		
10a		Standard parking	\$25.00
10b		Oversized parking	\$40.00

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 <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)	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

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:

1. **SCOPE**. During the term of the Agreement, CONTRACTOR shall provide services as defined in CITY'S Request for Proposal (RFQ-RFP 24-23) and the Instructions and Specifications – Part 1 and Part II and CONTRACTOR'S response to Request for Proposal. Both documents are incorporated and made a part of this Agreement to the extent that their terms do not conflict with the terms herein. The CONTRACTOR shall furnish all labor, materials, and equipment necessary and perform all of the work as set forth in the Proposal and this Agreement in strict accordance with the scope of work and other documents which have been made a part of this contract in the manner, time, and place as therein set forth. The required services are generally described as follows:

A. Removal, impounding and/or storage of automobiles, abandoned or illegally parked vehicles, non-drivable vehicles at accident scenes; impounding vehicles related to arrest; towing of City owned vehicles for any reason; and the towing or storage of any vehicle as directed by the Troy Police Department or Troy Public Works Fleet Division.

B. Service calls for vehicle lock-outs, returning of vehicles to the roadway, tire replacement, jump starts and similar on road services.

C. Towing of vehicles to locations within and outside of the City as designated by CITY, the Troy Police Department, Troy Public Works Fleet Division or the owner/ operator of the vehicle being towed.

D. Clearing of all debris from the scene.

CITY shall have the complete discretion to determine whether or not to contact CONTRACTOR for services under this Agreement; however, if any of the services listed above are needed the Troy Police Department shall contact CONTRACTOR, unless a private citizen specifically requests the services of another provider, provided that the requested tow company responds in a timely manner as determined by Troy Police Department. CITY has the complete discretion to determine whether or not a vehicle is illegally parked, or abandoned.

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 AVAILABILITY: 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 statues 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 CANCELLATON: 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 "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 "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.

22. NOTICE: All written notices to be given under this Agreement shall be via first class mail to the other party at its last known address set forth herein.

23. GOVERNING LAW AND JURISDICTION: This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.

24. HEADINGS. Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

25. ENTIRE AGREEMENT. The foregoing constitutes the entire Agreement between the parties and may be modified only by a written instrument signed by both parties.

26. AUTHORITY TO EXECUTE: By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

WITNESS:

1. _____

2. _____

TOWING OPERATOR:

Mario Valente - A&M Towing

(Title)

CITY OF TROY:

By _____
Ethan Baker, Mayor

Frank Nastasi, City Manager

Aileen Dickson, City Clerk

Resolution Number: _____

APPROVED AS TO FORM AND LEGALITY:

By _____
Lori Grigg Bluhm, City Attorney



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.

- 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.



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: Mario Valente

(Print)

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.



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.



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:

A&M 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:~~

~~_____
_____~~



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)

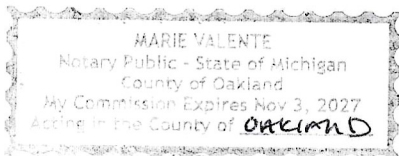
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion,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

Marie Valente
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 18th day of October 2024
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 10-18-24
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"**

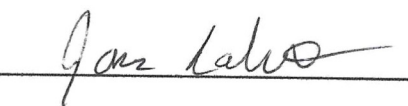
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

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

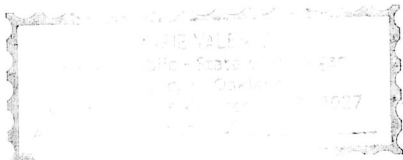
Notary Public) ss.

COUNTY OF OAKLAND)

Mario Valente

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

MARIO VALENTE





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

[Handwritten Signature]
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

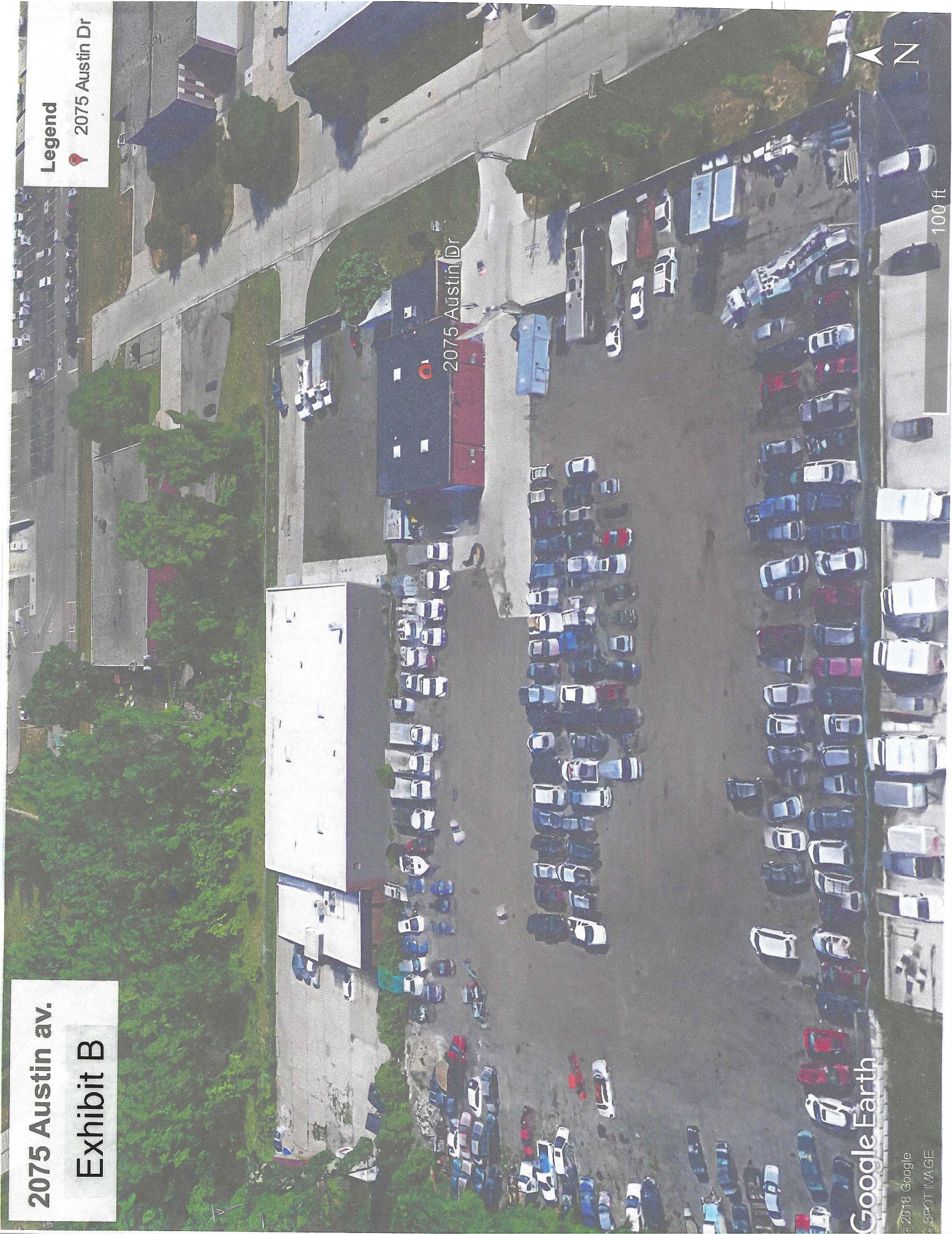
2075 Austin av.

Exhibit B

Legend



2075 Austin Dr



Google Earth

© 2018 Google
© SPOT IMAGE

100 ft

Exhibit C

<u>-</u>	<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	



September 25, 2024

TO: All Prospective Bidders
FROM: The City of Troy Purchasing Department
RE: Request for Qualifications/ Proposal
RFQ / RFP 24-23 Towing Services

The City of Troy Purchasing Department invites companies to review the attached Request for Qualifications (RFQ) and Request for Proposal (RFP) documents for Towing Services. The attached documents will be used to determine the most qualified vendor with the ability to provide these services.

The effective date of the resulting contract will be upon City Council approval. A Committee will make the decision as to the selection of the most qualified vendor. Their decision will be deemed in the City of Troy's best interest and will be final. There will be a **Mandatory Pre-Proposal Meeting** scheduled for Wednesday October 2, 2024 at 2:00 p.m. EDT in the Troy City Hall, 500 W. Big Beaver Road, Troy, MI – Lower Level Conference Room. All interested parties must attend. The City of Troy urges all interested parties to submit the enclosed Request for Qualifications and Request for Proposal documents.

Sincerely,

Emily Frontera
Purchasing Manager



SECTION 1: SECTION GUIDE

Section 1: Section Guide – 1 Page
Section 2: Request for Qualifications / Request for Proposal Content – 2 Pages
Section 3: Criteria for Selection – 1 Page
Section 4: Instructions To Bidders – 3 Pages
Section 5: Vendor Questionnaire – 4 Pages
Section 6: Insurance Requirements – 2 Pages
Section 7: Proposal Terms and Conditions – 3 Pages
Section 8: Instructions and Specifications – Part I – 8 Pages Instructions and Specifications – Part II – 2 Pages
Section 9: PRICING – To be submitted as a separate pdf named: Fee Proposal – 2 Pages
Section 10: Forms – 7 Pages
Section 11: Draft Agreement – 17 Pages
Section 12: Attachments Attachment 1: Sample Insurance Certificate – 4 Pages Attachment 2: Impound Vehicle Supp Report – 1 Page Attachment 3: Abandoned / Impounded Vehicle Disposition Report – 1 Page Attachment 4: Statement of No Bid – 1 Page



SECTION 2: REQUEST FOR QUALIFICATIONS / REQUEST FOR PROPOSAL CONTENT

The City of Troy is requesting that all bidders complete the Request for Qualifications and Proposal documents attached to be considered for the Towing Services contract. Bidders must pass the Request for Qualifications Phase of the process in order to have their proposal considered. Please be sure to read and fully understand all sections of this Request for Proposal document.

1. QUALIFYING CONDITIONS OF THE COMPANY WHO WILL BE RESPONSIBLE FOR THE TOWING SERVICES CONTRACT:

A. YEARS IN BUSINESS

The company will be required to be an established business with a minimum of five (5) years' experience in the towing services industry.

B EXPERIENCE PROVIDING TOWING SERVICES

The company submitting a Request for Proposal is required to enclose with their proposal at least three (3) comparable towing contract examples detailing the services provided within the last five (5) years. The company should have verifiable towing experience.

C. POSITIVE REFERENCES FOR THE COMPANY

The company will be required to have verifiable positive references, which may include but are not limited to ability, performance of previous contracts and services, integrity, character, reputation, judgment, experience, efficiency, delivery, professionalism, and timeliness. Each company submitting an RFQ / RFP will be required to submit a complete list of towing agreements or contracts their company has completed for other organizations within the last five years which shall include a minimum of three (3) agreements or contracts.

D. QUALIFICATIONS OF COMPANY PERSONNEL TO PERFORM WORK AS SPECIFIED

Each company submitting a RFQ / RFP will be required to provide information to the City demonstrating their company's ability to satisfy the requirements set forth in the specifications. Each company will submit a list of personnel, including their experience and responsibilities. Each company will be required to describe capabilities specific to the scope of work as specified.

E. CAPACITY OF COMPANY

The company shall clearly identify all available resources within their company including, but not limited to, storage facilities, towing related equipment and equipment capabilities.

F. RESPONSE TO ATTACHED QUESTIONNAIRE

The company will be required to provide detailed responses to questions asked in the enclosed vendor questionnaire.

SECTION 2: REQUEST FOR QUALIFICATION / REQUEST FOR PROPOSAL CONTENT – continued

2. FINANCIAL INFORMATION

The City of Troy reserves the right to require a bidder to show to the complete satisfaction of City staff that it has the necessary facilities, abilities, and financial resources to provide the service 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 a reasonable investigation 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.

3. DOCUMENT SUBMITTAL – TWO (2) SEPARATELY SUBMITTED PDF DOCUMENTS

- Documents should be uploaded as two separate PDFs:
 1. **Qualifications** to be combined into one file and named **QUALIFICATIONS – TOWING SERVICES**
 2. **Fee Proposals** to be combined into one file and named **FEE PROPOSAL – TOWING SERVICES**

The separate PDF document containing the pricing pages for each company will be disclosed only upon the company's successful completion of Phases 1 – 3, and only after all final evaluation forms/rating sheets have been submitted to the City's Purchasing Department.

PROCEDURAL INFORMATION

PUBLIC INFORMATION

All submitted RFQ / RFP documents and information submitted as part of this proposal will become a public record upon their delivery to the City Clerk.

ADDITIONAL INFORMATION AND RESPONSES TO QUESTIONS

A company may submit written questions in order to clarify any matters relating to this RFP. Please contact Emily Frontera, Purchasing Manager, at e.frontera@troymi.gov. The City of Troy will provide written response to all questions and requests for clarification within two (2) business days after receipt of question. The company's question(s) and the City's answer(s) will become part of the public record and will be shared with all in the form of an Addendum and posted to the MITN website. ***Questions will only be accepted until Wednesday October 16th, 2024, end of business day.***



SELECTION PROCESS

SECTION 3: CRITERIA FOR SELECTION

The identified Committee will review the proposals. The City of Troy reserves the right to award this proposal to the company considered the most qualified based upon a combination of factors including but not limited to the following:

- A. Compliance with qualifications criteria
- B. Completeness of the proposal
- C. Financial strength and capacity of the company
- D. Correlation of the proposals submitted to the needs of the City of Troy
- E. Any other factors which may be deemed to be in the City's best interest
- F. Evaluation Process

Phase 1: Minimum Qualifications Evaluation (Pass / Fail)

Companies will be required to meet minimum established criteria in order to go to the second phase of the process. Minimum qualifications include: Completeness of Proposal, Years in Business, Experience, Positive References, Qualifications of Personnel, Capacity of Company, Response to Questionnaire.

Phase 2: Evaluation of Proposals (30%)

Each Committee member will independently use a weighted score sheet to evaluate the proposals; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each company for this phase of the process.

Phase 3: Site Visit Evaluation Process (30%)

The City Committee will use a weighted score sheet to evaluate the Company Facilities at the time of the site visit. Each Committee Member will calculate a weighted score. The scores of all the Committee Members will be averaged into one score for each bidder for this phase of the process.

Phase 4: Price (40%)

The pricing pages for each company will be disclosed only upon the company's successful completion of Phases 1 – 3, and only after all final evaluation forms / rating sheets have been submitted to the City's Purchasing Department. Purchasing will compile all scores to determine the highest rated company.

Points for price will be calculated as follows:

FORMULA: $\{1 - (\text{Proposal Price} - \text{Lowest Proposal Price}) / \text{lowest proposal price}\} \times \text{available points}$

Phase 5: Final Scoring and Selection

The company with the highest final weighted score will be recommended to the Troy City Council for Award.

30% Proposal Score (100 point base)
30% Site Visit Score (100 point base)
40% Price Score (100 point base)
100%

Note: The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.



SECTION 4: INSTRUCTIONS TO BIDDERS

Sealed Qualifications and Fee Proposals for **TOWING SERVICES** will be *electronically* received by the City of Troy, 500 W. Big Beaver Road, Troy, MI 48084 until **THURSDAY, OCTOBER 24, 2024 at 10:00 AM E.D.T.**, after which time they will be publicly opened and read in the specified Zoom Meeting listed on page 3 of the Instructions to Bidders. **Electronic Bid Submission only. Hardcopy, emailed, faxed and late submittals will not be accepted.**

REQUEST FOR QUALIFICATIONS AND FEE PROPOSALS MUST BE ENTERED ELECTRONICALLY INTO BIDNET (MITN) PROCURMENT SYSTEM ON OR BEFORE 10:00 AM, THURSDAY, OCTOBER 24, 2024.

1. The following pages include a questionnaire and proposal pricing section to be completed by each vendor submitting a proposal. Each item must be completed with a response. Vendors not responding to the questions may be classified as unresponsive. The bidder must initial any corrections. The questionnaire and proposal are to be completed in legible form, preferably typewritten.
2. The response must follow this format. Supplemental information should be provided in additional sections following the same numbering scheme. The response should be concise and complete.
3. **RFQ / RFP Documents must be uploaded as two (2) separate PDF files.**
 - **Qualification Documents**, Questionnaire and Forms (RFQ) shall be combined and uploaded as a single PDF file and named: QUALIFICATIONS – TROY TOWING SERVICES
 - **Price Proposal** pages (RFP) shall be combined and uploaded as single PDF file and named: FEE PROPOSAL – TROY TOWING SERVICES
4. Any additional written material such as professional records, certifications, etc. your company may think important should be attached and submitted to augment the data included in the questionnaire and proposal. It is not necessary to include expensive custom binders, displays, or other materials unless the company believes such materials are necessary to the proposal. All costs incurred in the preparation and presentation of the proposal shall be wholly borne by the prospective bidder.
5. **MANDATORY PRE-PROPOSAL MEETING:** A pre-proposal meeting is scheduled for **WEDNESDAY, OCTOBER 2, 2024 at 2:00 P.M. EDT** in the Troy City Hall, 500 W. BIG BEAVER RD., TROY, MI 48084 –LOWER LEVEL CONFERENCE ROOM. All interested parties must attend. If a bidder does not attend the Pre-Bid Meeting, that bidder will be considered non-responsive and no longer eligible for award.
6. All information requested herein shall be submitted with the Request for Qualifications (RFQ) and Request for Proposal (RFP); failure to do so may result in rejection of the RFQ and/ or RFP as non-responsive and/or incomplete.
7. The City of Troy reserves the right to reject any and all RFQ/ RFP's, to waive any informality in any RFQ/ RFP received, and to accept any RFQ/RFP or part thereof, which shall be deemed to be most favorable to the interests of the City of Troy.
8. Any and all proposals submitted must be on the City of Troy request for proposal forms. If more than one proposal is submitted, a separate proposal form must be used for each. Forms are enclosed or obtainable at the City of Troy Purchasing Department or on the MITN Purchasing Group (MITN) website at www.bidnetdirect.com//city-of-troy-mi.
9. Opening of Proposals: At the specified time and date stated above, all submitted Proposals will be opened. Only the names of the Companies submitting a proposal will be publicly read aloud. No immediate decision will be rendered. All information received will be confidential until after final action by the City of Troy, except as required by law.

SECTION 4: INSTRUCTIONS TO BIDDERS – continued

10. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder(s) with tax exemption certificates when requested.
11. If further information regarding this proposal is required, please contact the Purchasing Department at (248) 524-3375 or (248) 680-7291.
12. VENDOR CHANGES OR ALTERATIONS TO RFP DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A RFP BEING CONSIDERED NON-RESPONSIVE. The only authorized vendor changes to a RFP document will be in the areas provided for a bidder's response, including the "Exceptions" section of the proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the RFP document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the RFP document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the RFP document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the RFP document. Any Vendor who submits a proposal and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the RFP document, shall be bound by the proposal, including any changes, modifications or additions to the Authorized Version.
13. If a proposal is awarded to a Vendor who claims that it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the RFP, and that Vendor fails to accept the award, the City of Troy may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the RFP document shall be that document appearing on the MITN System with any amendments and updates.
14. The City of Troy officially distributes RFP documents from the Purchasing Department or through the MITN Purchasing Group (MITN) website. Copies of RFP documents obtained from any other source are not considered official copies. Only those vendors who obtain RFP documents from either the Purchasing Department or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, www.bidnetdirect.com//city-of-troy-mi, and obtain an official copy.
15. A successful bidder furnishing labor on City/public premises does agree to have his workers covered by Worker's Compensation, and furnish a certificate of insurance and endorsements showing coverage for bodily injury and property damage and worker's compensation to the Purchasing Manager within (5) five business days of a verbal request. The "Company Representative" does warrant that by signing the RFP document, the "**additional insured endorsement**" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.
16. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on 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.
17. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.

SECTION 4: INSTRUCTIONS TO BIDDERS – continued

SPECIAL INSTRUCTIONS

- All bidders are held to stated prices as accepted by the City until proposal award, except the successful companies whose prices shall remain firm through the duration of the contract.
- Final results will be posted on the MITN website after award. Please register to see the results – www.mitn.info.
- Bids will be received electronically on the MITN Purchasing Group website, www.bidnetdirect.com/city-of-troy-mi. Bid openings are being conducted in accordance with City Charter and Code utilizing Zoom. Bidders can attend bid openings utilizing the Zoom meeting information and code shown below. Please contact the Emily Frontera, Purchasing Manager, e.frontera@troymi.gov with any questions regarding the bid opening.

BID OPENING

Date & Time: Oct 24, 2024 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89295295621?pwd=8HaGaPn7R9iz3rdaYw4cmCgrpRhNvr.1>

Meeting ID: 892 9529 5621

Passcode: 140929

One tap mobile

+16469313860,,89295295621#,,,,*140929# US

+13017158592,,89295295621#,,,,*140929# US (Washington DC)

Dial by your location

• +1 646 931 3860 US

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 646 876 9923 US (New York)

• +1 719 359 4580 US

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 346 248 7799 US (Houston)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 408 638 0968 US (San Jose)

• +1 507 473 4847 US

• +1 564 217 2000 US

• +1 669 444 9171 US

• +1 669 900 6833 US (San Jose)

• +1 689 278 1000 US

Meeting ID: 892 9529 5621

Passcode: 140929

Find your local number: <https://us02web.zoom.us/j/k4VtXACIV>



SECTION 5: VENDOR QUESTIONNAIRE

DATE: _____
Month/Date/Year

COMPANY NAME: _____

ESTABLISHED: _____ 19____ / 20____ STATE: _____ YEARS in BUSINESS _____

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 _____ 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).

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.

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

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

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.

6. Provide the company’s contact information below:

HOURS OF OPERATION: MON – FRI _____ SAT _____ SUN _____
CONTACT NAME: _____
24 HOUR CONTACT/ DISPATCH NUMBER: _____

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: _____

SECTION 5: VENDOR QUESTIONNAIRE – continued

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

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

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

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

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

Location 1: _____ # of years: _____
Location 2: _____ # of years: _____

- () Location ____ 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.

COMPANY NAME: _____



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.

- () We can meet the specified insurance requirements.
- () 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: _____

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: _____



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: _____

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: _____

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: _____

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 _____

COMPANY _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER (____) _____ FAX NUMBER (____) _____

REPRESENTATIVE'S NAME _____
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

PAYMENT TERMS: _____ EMAIL: _____

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, _____, 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: _____

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.



SECTION 8: INSTRUCTIONS AND SPECIFICATIONS – PART I

**CITY OF TROY
REQUEST FOR PROPOSAL
TOWING SERVICES**

A. PROPOSAL

The City of Troy is accepting proposals for general towing services. These services include but are not limited to the removal, impounding and storage of:

- * Abandoned or illegally parked vehicles;
- * Non-drivable vehicles at accident scenes;
- * Impounded vehicles stemming from an arrest;
- * City owned vehicles for any reason;
- * Any vehicle requiring removal as directed by the Troy Police department or the City of Troy DPW / Fleet Division.

The Contractor shall also be responsible to tow vehicles to and from locations within and outside the City of Troy as designated by the City.

B. DEFINITIONS

For the purposes of this request for proposal, the following definitions shall apply:

Term	Definition
City	Shall refer to the City of Troy and all of its employees
Contractor	Shall refer to the bidding company and any of its sub-contractors or sub-sub-contractors.
Operator	The Contractor’s employee that is responsible for the operation of the wrecker.
Police Department	Shall refer to the Troy Police Department and all of its employees.
Request for Proposal (RFP)	This document and all of the provisions herein including attachments.
Wrecker (light/medium/heavy)	A motor vehicle which has been altered or designed and equipped for, and exclusively used in the business of towing vehicles by means of a crane, hoist, flatbed hoist, tow sling, lowboy trailer, or dolly and used to render assistance to other vehicles. For purposes of this document, the size of the required wreckers is defined as and will conform to the following guidelines: Light Duty Wrecker: GVWR between 10,000 to 19,500 pounds Flatbed: GVWR at least 14,500 pounds Medium Duty Wrecker: GVWR between 19,501 to 29,999 pounds Heavy Duty Wrecker: GVWR over 30,000 pounds

C. SCOPE OF SERVICES REQUIRED

The Police Department required the towing of approximately 2,000 vehicles in the year 2022, 1,960 vehicles in 2023 and 1,500 vehicles to date in 2024 to date. These numbers are intended to be used for comparison purposes only. They represent the volume of services required. The City of Troy will not be penalized for the volume of service required – either more or less. Any questions with respect to the specifications should be directed to Dan Langbeen at (248) 524-3556 or impounds@troymi.gov. Troy Police Department, 500 W. Big Beaver Rd., Troy MI., 48084.

SECTION 8: INSTRUCTIONS AND SPECIFICATIONS – PART I

D. SERVICE

The Contractor shall provide towing and storage services 24 hours per day, 7 days per week. The contractor shall provide all services described in this Request for Proposal. Requests for services from the Police Department shall have priority over other calls for service. The Police Department is required to only call a **SINGLE** location to obtain the Contractor's service. The Contractor must be capable of responding to the scene within twenty (20) minutes. In return, the Contractor shall be given first call for all towing services requested by the Police Department unless a private citizen specifically requests the services of another provider. If the Primary 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 the Department in charge at the scene, will have the right to obtain these services from the Secondary Service Provider provided by the Primary Contractor. The Primary 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 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 the 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.

If the Primary Contractor has not responded to requests for service under the terms of the contract, the City of Troy in its sole discretion reserves the right to consider that bidder in default of contract, and to use the Secondary Service Provider exclusively or award a contract to the next highest rated bidder if they are mutually agreeable to extending the proposal price received at the time of the original opening.

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 the 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 rates charged by the other Service Providers in the event of an upcharge.

Whenever the Contractor is responding to a situation in which the Police Department has placed the call, the police officer in charge shall have supervision over the disposition of the vehicle(s) up to and including transportation of the vehicle(s) to the storage yard or other designated facility as may be requested by the vehicle operator. The Contractor shall give full and complete cooperation to the officer(s) at the scene, including all facilities of the wrecker and its operator, unless dismissed by the officer(s).

All tows, whether flatbed or wrecker will be charged at the same price.

E. PERSONNEL

The Contractor shall have a minimum of five (5) years' experience in towing automobiles, motorcycles, and both light and heavy trucks. Wrecker operators shall be qualified, trained employees of the Contractor. In order to avoid delays, no less than two wrecker/operators shall be on duty and available between the hours of 7:00 a.m. and 2:00 a.m. Between 2:00 a.m. and 7:00 a.m., at least one operator shall be on duty with at least one other on call and available within thirty (30) minutes.

The Contractor's employees shall act courteously, responsively and responsibly towards the rightful owner or agent of each vehicle towed, stored, and/or impounded at the direction of the City.

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

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

SECTION 8: INSTRUCTIONS AND SPECIFICATIONS – PART I

E. PERSONNEL – continued

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.

The Contractor, upon a request from the City, shall allow access to all driver qualification files as required under the provisions of the Commercial Drivers License statute. The 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 towing under this Agreement shall comply with all State operator's licensing statues and regulations and / or City of Troy ordinances, including the Motor Vehicle Code and / or the Motor Carrier Safety Act, if applicable.

F. LICENSING

The Contractor shall be licensed by the Michigan Public Service Commission (MPSC) for the transportation of wrecked or disabled vehicles within the City of Troy and other points within the state. The Contractor must also possess all other licenses or permits required by any other governmental unit for the operation of a wrecker or storage yard within the City of Troy or elsewhere as may be required to fulfill the contract.

The Contractor shall provide copies of any and all permits and/or licenses upon the request of the Police Department.

G. EQUIPMENT

The Contractor shall provide and maintain equipment as outlined below:

<u>Minimum Number</u>	<u>Type of Vehicle</u>	<u>Response Time</u>
1	Light Duty wrecker	20 minutes
2	Flat beds	20 minutes
2	Medium Duty wreckers	45 minutes
1	Heavy Duty wrecker	45 minutes

SECTION 8: INSTRUCTIONS AND SPECIFICATIONS – PART I

G. EQUIPMENT- continued

Equipment may be sub-contracted. Police Department and the DPW / Fleet Division must be notified at time of service if a subcontracted wrecker will be used. Contactor shall have no less than two (2) wreckers available 24 hours per day, 7 days per week.

(All vehicles shall be equipped as described in Part II of this proposal).

The City reserves the right to hire specialized equipment outside of this contract, when needed (i.e. mobile cranes, or other heavy rescue equipment).

The Contractor shall allow the Police Department and the DPW / Fleet Division to conduct at least one annual safety inspection on each piece of equipment used to fulfill this contract and additional inspections if deemed necessary by the Troy Police Department. Such inspections shall be done at the discretion of the Police Department or DPW / Fleet Division.

All vehicles operated for towing under the terms of this Agreement shall be in compliance with qualifications, equipment, size, weight and load restrictions of the Motor Vehicle Code and/or the Motor Carrier Safety Act, if applicable, and any State statutes or Troy ordinances. Failure to comply may result in the vehicle being placed out of service pursuant to State statute or City ordinance.

H. REPORTS AND RECORDS

Operators shall accompany and assist the impounding officer in a physical inspection of each vehicle impounded at the time of impoundment. The standard electronic "IMPOUNDED VEHICLE SUPP REPORT" shall be used for this purpose.

When a vehicle is released by the Contractor, they shall complete an "ABANDONED / IMPOUNDED VEHICLE DISPOSITION REPORT" form listing each service performed and their appropriate charges. A copy shall be forwarded to the police department. The Contractor will also provide or complete all other forms, reports and/or documents that may otherwise be required. Copies of the above mentioned reports are attached hereto. The contractor should have the capability to transmit and receive data electronically, via email, with the Police Department.

The Contractor shall keep accurate records on a daily basis of each vehicle stored, 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 in storage, location, date and time returned to the owner, and any charges levied.

The Contractor shall maintain, for a period of three (3) years, accurate financial records of each towing, impound and/or storage transaction made at the City's request. The Contractor shall have those records open to inspection by the City upon request.

The City reserves the right to conduct an audit of all bills and records relevant to this contract at least twice a year.

I. FINANCIAL ARRANGEMENTS

The Contractor will collect from the vehicle's owner or agent all towing and storage fees for vehicles towed or impounded at the direction of the City. At the time a vehicle impounded or towed under this contract 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 the City Council. The Administration fees collected on behalf of the City will be submitted each quarter when invoiced from the City by the successful bidder(s). **The current fee is \$30.00.** This fee is subject to change by resolution of the City Council at their discretion. This fee may be changed prior to the proposal opening date or anytime thereafter.

The Administrative fees shall be charged to all vehicle operators/owners or their agents whether the vehicle is towed to the Contractor's storage yard and/or facility or to a different location designated by the vehicle operator/owner.

SECTION 8: INSTRUCTIONS AND SPECIFICATIONS – PART I

I. FINANCIAL ARRANGEMENTS- continued

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

Vehicles may be requested to be towed from the scenes to repair facilities, owner's homes, or other locations. The contractor will make all efforts to deliver such vehicles prior to the close of business (when towing to a business). On such occasions that it is not possible to deliver the vehicle during regular business hours, the vehicle's driver or owner shall be told of any additional charges, and the amount of such charges to transport the vehicle at a later time. Fees to tow vehicles out of the impound facility must be made available to the public as well as the Police Department. Fees should be posted in such a way as to not be confusing or misleading.

If the **electronic "IMPOUNDED VEHICLE SUPP REPORT"** reflect that the vehicle is to be towed to Contractor's storage yard and/or facility, but the owner/operator subsequently gives instructions to the Contractor or any of its employees, that the vehicle is to be towed to a different location, the Contractor shall tow that vehicle to the location indicated by owner/operator, prior to the vehicle being taken to the 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 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 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.

J. SERVICE CALL CANCELLATION

The 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 the City or the owner or operator of the vehicle incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed, and the vehicle can be safely moved by the owner, in the opinion of the officer in charge of the scene, no charge will be made. The Contractor agrees that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.

K. INSURANCE

The Contractor shall not commence work under this contract unless it has obtained insurance in accordance with the attached SAMPLE INSURANCE DOCUMENT. It shall be the Contractor's responsibility to ensure all sub-contractors and sub sub-contractors utilized under this agreement are properly insured.

L. CONDITION OF THE SCENE

The Contractor will be responsible for the clearing of cars 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.

M. TERM OF THE CONTRACT

The life of the contract entered into between the City and the Contractor(s) will be for a period of three (3) years. Prices during the contract period will be firm. The contract may be renewed for an additional three (3) years based upon mutual agreement of both parties within 90 days of contract expiration under the same prices, terms, and conditions. 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 Troy City Council approval and a blanket purchase order issued.

The City shall be the sole judge of inadequacy of performance. The City reserves the right to take any or all of the following actions because of inadequate performance on the part of the Contractor:

SECTION 8: INSTRUCTIONS AND SPECIFICATIONS – PART I

M. TERM OF THE CONTRACT- continued

1. Terminate the contract.

Before the City exercises its right to terminate the contract, the City will afford the Contractor an opportunity to respond within seven (7) calendar days to allegations of inadequacy. The City Manager or designated City representative shall be the depository of such contract termination powers. Termination is subject to the approval of the City Council. Written notification shall be given within 30 days of termination.

2. Have another party provide towing and storage of vehicles as needed.

The Contractor agrees to reimburse the 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. 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.

3. Take over the Contractor's equipment and storage facilities.

The City Manager or designated City representative shall declare the Contractor in default of this agreement, and so notify them thereof, under the following circumstances:

- * Services or any part of the services to be provided under the agreement have been abandoned or unnecessarily delayed;
- * The Contractor is intentionally violating any of the provisions of the agreement;
- * The Contractor is carrying out the provisions of the agreement in bad faith;
- * The Contractor has been adjudged as bankrupt;
- * The Contractor makes a general assignment for the benefit of their creditors.

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

N. VEHICLE STORAGE

The Contractor, regardless of where the storage yard is located, shall be responsible for all damages to and thefts from the vehicles while they are in the yard or otherwise in their custody. All vehicles shall only be towed to, and stored, in the storage yard specified in the proposal documents, unless a Troy Police Department employee directs otherwise. Locations other than the storage yard/ facility must be noted on the 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.

SECTION 8: INSTRUCTIONS AND SPECIFICATIONS – PART I

N. VEHICLE STORAGE- continued

- 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 office facilities to provide for an 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 entity, except other Police agencies, 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.

O. DISPOSAL

The Contractor shall allow the City space, access and time to set up a public viewing for purposes of:

1. Accepting public bids for vehicles or groups of vehicles, at least quarterly, and at most monthly. Public sales will be conducted in accordance with the applicable state law MCL 257.252.
2. Assisting the Police Department in the disposal of all unclaimed vehicles in accordance with federal, state, county and local laws and ordinances. The storage yard shall be made available upon request of the Police Department for purposes of disposal of unclaimed vehicles and related equipment, including public auctions. The 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).
3. The Contractor agrees to pay all auctioneers' fees, if any, on any vehicle sold through auction. The Contractor agrees to supply all needed manpower, as determined by the Police Department, to conduct an auction at no cost to the City. The Contractor will, however, not pay the salaries of any City employee assigned by the City to assist with the auction. The City will have final approval of all auctioneers.

SECTION 8: INSTRUCTIONS AND SPECIFICATIONS – PART I

4. The 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, the Contractor shall become the owner of the vehicle, group of vehicles, or equipment and shall be responsible for the disposal.

P. METHODS OF PAYMENT

The Contractor shall make available a method to receive payment by credit/debit card from vehicle owners/operators. This service must be made available within 90 days of the award date. The 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 Police Department for approval and posted along with the fee schedule at the place of business. Credit/debit cards must be allowed for payment on all tows other than arrests. Cash payment must be allowed for any tows.

Q. DAMAGE TO CITY VEHICLES

The Contractor will be responsible for any damage to City vehicles that are caused by the Contractor's operator. All repair work on damaged City vehicles will be performed by the City of Troy DPW / Fleet Division or a City approved facility. If a City approved facility is utilized, the City of Troy DPW / Fleet Division will handle all necessary arrangements with the facility to accomplish the repairs. The City will invoice the Contractor for the City's cost to repair the vehicle(s) including all parts and labor.



SECTION 8: INSTRUCTIONS AND SPECIFICATIONS – PART II

A. STOPPING OR PARKING

The operator of a wrecker may stop or park such wrecker upon a highway for the purpose of rendering assistance to a disabled vehicle, when it can be done safely and in compliance with applicable laws and ordinances.

B. NORMAL ROAD SERVICE DEFINED

Normal road service shall include, but not be limited to, changing flat tires, quick start jumper service on dead batteries, gasoline, removing vehicles from below road grade (in a ditch) or in deep snow.

C. RETURN TO ROADWAY DEFINED

A 'Return to Roadway' charge can be assessed only if a vehicle is fully off the roadway, paved area or shoulder, or where more than 15 feet of cable, measured from the edge of roadway or shoulder, is used beyond the extension of the towing vehicle. For contract purposes, fully off the roadway means that all four (4) vehicle tires are off the roadway, paved area or shoulder.

D. EQUIPMENT STANDARDS

Minimum required equipment on light duty, medium duty and flatbed wreckers:

1. Dual rear wheels;
2. Quick start jumper cable equipment;
3. Boom (except flatbed) with working capacity that exceeds the GVWR of the wrecker within the manufacturer's safety recommendations;
4. Winch with working capacity that exceeds the GVWR of the wrecker within the manufacturer's safety recommendations;
5. 200' of cable with working capacity capable of meeting or exceeding the wrecker's GVWR rating;
6. Boom capable of extending 5' (except flat beds);
7. Safety chains with a working capacity that exceeds the GVWR of the wrecker within the manufacturer's safety recommendations;
8. At least two wreckers with dollies, flatbed hoist, or wheel lift devices;
9. Radio communications- operator to contractor's office.

Minimum required equipment on heavy duty wreckers:

10. Tandem axle with dual real wheels;
11. Boom with working capacity that exceeds the GVWR of the wrecker within the manufacturer's safety recommendations;
12. 200' of cable with working capacity capable of meeting or exceeding the wrecker's GVWR rating;
13. Boom capable of extending ten feet (10'), 20,000 lbs. lifting capacity when extended;
14. Safety chains with a working capacity that exceeds the GVWR of the wrecker within the manufacturer's safety recommendations;
15. Ability to operate air brakes of towed vehicle.

E. REAR LIGHT

When a disabled vehicle blocks the view of the wrecker lights, the operator shall display a lighting device on the rear of the disabled vehicle. This device shall duplicate wrecker's taillights, stoplights, and turn signals on the rear of the towed vehicle. Such device shall be used in all cases, during darkness when the taillights of the towed vehicle cannot be lit or seen.

SECTION 8: INSTRUCTIONS AND SPECIFICATIONS – PART II

F. OSCILLATING AMBER LIGHT

Wrecker shall be equipped as required by law and ordinance, including an oscillating or flashing amber light mounted above the cab of the wrecker or above the crane hoist. With a load in place, the light shall be visible from any point on a horizontal circle with the wrecker as its center and a distance of 1,000 feet for 360 degrees. Such light(s) shall not be operated during normal towing on the roadway, unless the size or condition of the load is a hazard to other traffic on the roadway or such operation is required by law or ordinance.

G. WARNING DEVICES

Every wrecker shall be equipped with not less than three red burning flares, capable of burning at least 15 minutes each, three portable reflectors, or three bi-directional reflective triangles, or three of any electronic flashing warning devices as provided in Act 300, Public Acts of 1949 of the State of Michigan, as amended. When a motor vehicle is disabled on the highway during darkness, the wrecker operator shall immediately upon arrival activate his/her oscillating amber light and position such additional warning devices as may be required by law, ordinance or reasonable caution. Each wrecker shall be equipped with at least two different types of warning devices. All warning lights must be federal and state highway approved lights.

H. MISCELLANEOUS EQUIPMENT

Every wrecker shall carry at least the following equipment:

1. One or more serviceable brooms and a debris receptacle. The operator shall remove all glass, vehicle parts and other debris from the scene whenever a vehicle is towed.
2. One or more shovels and a sufficient supply of absorbent material. The operator shall spread dirt or other absorbent material on any fluids that do not require attention from the Fire Department. The operator shall have the option to request the Fire department to assist with larger spills. All used absorbent materials must be swept up and properly disposed.
3. One or more fire extinguishers of at least 10 lbs. capacity and a type capable of extinguishing an electrical or flammable fire (Class B and C fires).

I. WRECKER MARKINGS

All vehicles used in the performance of this contract will be clearly and permanently marked with the Contractor's name and telephone number.



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: _____

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)	\$
2.	200	Vehicles over 5,001 lbs. (Accidents and Impounds)	\$
3.	5	Vehicles over 10,000 lbs.	\$
4.	5	Accident vehicles over 10,000 lbs.	\$
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.	\$
5b.		Vehicles over 10,001 lbs.	\$
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.	\$ Per mile
7.	Service calls within the City of Troy		
7a.		Vehicle jump-start	\$
7b.	50	Vehicle lock-out	\$
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).	\$
7d.		Tire change (per tire)	\$
7e.		Service call- other (separate cars, etc.)	\$
8.		Additional dolly (this charge is not allowed for flatbed or wheel lift hoist tows).	\$
9.		Labor charge per man hour for on scene, additional or standby personnel	\$ per man hour
10.	Storage fee per day		
10a		Standard parking	\$
10b.		Oversize parking	\$



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)	\$
2.	10	Vehicles 12,001 – 16,000 GVWR (includes accidents)	\$
3.	10	Vehicles 16,001 – 80,000 GVWR Including Off Road Equipment (includes accidents)	\$
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	\$ per mile
6.	Road Service Fees		
6a.	12	Within Troy city limits including jump start	\$
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	\$ per man hour
6d.	15	On-road tire replacement (Road Call)	\$
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	\$ per mile
7b.		Vehicles/equipment from 12,000 to 16,000 GVWR	\$ per mile
7c.	4	Vehicles/ equipment from 16,001 GVWR and over	\$ per mile
8.	Vehicle requiring assistance to place back on roadway (ditch, stuck, etc.) as follows:		
8a.	6	Cars, Vans, and Pick-ups	\$
8b.		Vehicles/ equipment from 12,001 - 16,000 GVWR	\$
8c.	3	Vehicles/ equipment from 16,001 – 80,000 GVWR including construction equipment	\$
9.	1	Towing two (2) vehicles with one (1) Truck	\$

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

COMPANY NAME: _____



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 _____
for whom _____, bearing the office title of _____,
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:

_____	_____
-------	-------



SECTION 11: FORMS

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

TO WHOM IT MAY CONCERN:

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

Is _____. 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.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____ 20____
in and for _____ County.

My commission expires:



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.

Name of Agency/Company/Firm *(Please Print)*

Name and title of authorized representative *(Please Print)*

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	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	

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: _____

Witness Signature: _____

Printed Name of Witness: _____



SECTION 11: FORMS

Proposer’s Sworn and Notarized Familial Disclosure

(To be provided by the Proposer)

The undersigned, the owner or authorized officer of _____ (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 _____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2024, by



SECTION 11: FORMS

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

To the fullest extent permitted by law,

_____ 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.

Contract / Agreement

Contractor/Vendor representative signature/date

Witness

City of Troy representative signature/date

Witness

(Please complete and return at time of proposal submittal)



SECTION 12: DRAFT AGREEMENT

DRAFT

Subject to Amendment Prior to Signing

AGREEMENT FOR TOWING SERVICES

This Agreement is entered into this _____ day of _____, 2024, 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 Vendor, (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 wished to engage CONTRACTOR to provide these services.

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

1. SCOPE. During the term of the Agreement, CONTRACTOR shall provide services as defined in CITY'S Request for Proposal (RFQ-RFP 24-23) and the Instructions and Specifications – Part 1 and Part II and CONTRACTOR'S response to Request for Proposal. Both documents are incorporated and made a part of this Agreement to the extent that their terms do not conflict with the terms herein. The CONTRACTOR shall furnish all labor, materials, and equipment necessary and perform all of the work as set forth in the Proposal and this Agreement in strict accordance with the scope of work and other documents which have been made a part of this contract in the manner, time, and place as therein set forth. The required services are generally described as follows:

A. Removal, impounding and/or storage of automobiles, abandoned or illegally parked vehicles, non-drivable vehicles at accident scenes; impounding vehicles related to arrest; towing of City owned vehicles for any reason; and the towing or storage of any vehicle as directed by the Troy Police Department.

B. Service calls for vehicle lock-outs, returning of vehicles to the roadway, tire replacement, and similar on road services.

C. Towing of vehicles to locations within and outside of the City as designated by CITY or the Troy Police Department or the owner/ operator of the vehicle being towed.

D. Clearing of all debris from the scene.

CITY shall have the complete discretion to determine whether or not to contact CONTRACTOR for services under this Agreement; however, if any of the services listed above are needed the Troy Police Department shall contact CONTRACTOR, unless a private citizen specifically requests the services of another provider. CITY has the complete discretion to determine whether or not a vehicle is illegally parked, or abandoned.

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 AVAILABILITY: 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 the 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 the 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. 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 vehicles 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 statues 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 office facilities to provide for an 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 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. 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/debit 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/debit 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 electronic "Impounded 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 electronic "Impounded 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.

22. NOTICE: All written notices to be given under this Agreement shall be via first class mail to the other party at its last known address set forth herein.

23. GOVERNING LAW AND JURISDICTION: This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.

24. HEADINGS. Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

25. ENTIRE AGREEMENT. The foregoing constitutes the entire Agreement between the parties and may be modified only by a written instrument signed by both parties.

26. AUTHORITY TO EXECUTE: By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

WITNESS:

1. _____

2. _____

TOWING OPERATOR:

(Name)

(Title)

CITY OF TROY:

By _____
Ethan Baker, Mayor

Aileen Dickson, City Clerk

City Manager or Designee

Resolution Number: _____

APPROVED AS TO FORM AND LEGALITY:

By _____

Lori Grigg Bluhm, City Attorney

Sample Additional Insured / Completed Operations Endorsement

POLICY NUMBER: 00-00-00-00

COMMERCIAL GENERAL LIABILITY
CG 2037 0413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS- COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule if not shown above, **will** be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The Insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we **will** pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 00/00/00

Name of Person or Organization (Additional Insured):

The Member, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Sample Cancellation Endorsement

**INTERLINE
ILD 90 07 03 11**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

SCHEDULE

Name of Person or Organization and Mailing Address	Number of Days Notice
Member Name	30

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
 2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;
- to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.

Troy Police Department

Impounded Vehicle Supp. Report

Incident / Tow Details:

Incident Number 2400XXXXX	Officer PATROL (500)
-------------------------------------	--------------------------------

Date/Time 12/01/24 08:00	Reason for Impound TOWED	Impound ID XXXXXX
------------------------------------	------------------------------------	-----------------------------

Incident Location
TROY

Tow Company YOUR COMPANY NAME	Location Towed To TROY IMPOUND LOT
---	--

Tow Driver Name

Vehicle:

Year / Make / Model / Body Style / Color
2024 / FORD / F150 / PICKUP / WHITE

License No / State / Year / VIN MICH 1 / MI / 2025 / 1FXTF12W9XNC11181	Plate Improper? NO
--	------------------------------

Plate Status - NONE / MISSING / IMPROPER
NO / NO / NO

Owner:

Name & Address
ANNIE DRIVER
1234 MAIN ST, LANSING, MI 49176-0200

Driver:

Name & Address
N/A N/A N/A
N/A, N/A, N/A N/A

Phone Nbr / Cell Phone Nbr
N/A / N/A

Items:

Description	Notes	Description	Notes
CD'S/TAPES (QTY)		IN DASH AUDIO DEVICE	
KEYS		WHEELCOVERS/CT R HUBS (QTY)	

Private Property Complaint
NO

Personal Property:

Vehicle Damage:

MULTIPLE POINTS OF DAMAGE. RUST, FLAT TIRE, SCRATCHES, DENTS.

Tow Truck Driver:

Notes:

ABANDONED/IMPOUNDED VEHICLE DISPOSITION REPORT

01	DATE	DAY						YEAR	INCIDENT #
----	------	-----	--	--	--	--	--	------	------------

VEHICLE: _____

LOCATION TOWED FROM: _____

IMPOUND I.D. # : _____

CHARGES:

Towing \$ _____

Storage \$ _____

Other \$ _____ Explanation _____

Process \$ _____

TOTAL: \$

LEIN CANCELLATION:

DATE :
BADGE # :

THE UNDERSIGNED (RELEASOR AND RELEASEE), HEREBY AGREE THAT THE ABOVE LISTED VEHICLE AND PROPERTIES ARE BEING RELEASED IN THE CONDITION IN WHICH THEY WERE IMPOUNDED.

THE ABOVE LISTED VEHICLE WAS RELEASED TO : _____ PRINT NAME

SIGNATURE: _____

DRIVERS LICENSE/ID # : _____

COMMENTS: _____

RELEASED BY: _____ DATE: _____

			REVIEWED BY
--	--	--	-------------



**STATEMENT OF NO BID
CITY OF TROY**

BID NUMBER: RFP-COT 24-23
TITLE: Towing Services

Please Send or Fax To:

City of Troy Purchasing Department
 500 W. Big Beaver Rd.
 Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in bidding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company’s schedule would not permit performance of the specifications
	Other – describe below

REMARKS: _____

COMPANY INFORMATION:

Please retain _____ on the bid list for the item described above.

(COMPANY NAME)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE:

To qualify as a respondent to the proposal, the vendor must submit a proposal or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results – www.mitn.info