

City of Fraser

REQUEST FOR PROPOSAL

**TOWING, STORAGE AND AUCTION OF
ACCIDENT, IMPOUNDED AND OTHER VEHICLES**

City of Fraser, 33000 Garfield Road, Fraser, MI 48026

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**SPECIFICATIONS AND INSTRUCTIONS FOR TOWING, STORAGE AND
AUCTION OF ACCIDENT IMPOUNDED AND OTHER VEHICLES**

I. INTRODUCTION.

The City of Fraser is accepting sealed proposals from qualified companies for the towing and storage of certain motor vehicles. The City will grant to the successful Contractor, a contract for the period commencing on approximately February 1, 2017 at 12:00 a.m. and ending on January 31, 2018, unless terminated earlier as provided in the contract awarded.

A. Definitions.

1. "City" refers to the City of Fraser, through the action of City Council, its City Manager, or his/her designee.
2. "Contractor" refers to the vendor and all its personnel.
3. "RFP" refers to this Request for Proposal.
4. "Agreement" refers to the Agreement entered into between the City and Contractor as a result of the RFP process.
5. "Vehicle" refers to all types of motor vehicles including City owned or leased vehicles.
6. "Lot" refers to the storage yard/impound lot as described herein.
7. "Shall" means mandatory.
8. "May" means discretionary.
9. "Employee" means a person who is currently in an employment relationship with the City of Fraser.

B. Purpose. The purpose of the Agreement to be awarded pursuant to this process is to ensure prompt, adequate service with reasonable and uniform cost for towing and storage for the City and the public when requested by the City and to provide periodic auctions to dispose of abandoned and other unclaimed vehicles.

C. Scope. The City requests proposals for the towing and storage of vehicles and other services as described in this document which will be performed when authorized by a representative of the City.

D. Term of Agreement. The Agreement shall commence February 1, 2017 at 12:00 a.m. and end on January 31, 2018 at 12:00 p.m. The City Council, prior to expiration, may extend the Agreement for up to an additional three (3) years.

II. INSTRUCTIONS TO CONTRACTORS.

A. Pre-proposal Meeting. All interested and proposed Contractors may meet on November 28, 2016 at 2:00 p.m., at the offices of the City, 33000 Garfield Rd., Fraser, Michigan 48026, at which time questions will be addressed regarding the proposal and proposed scope of services.

B. Submission of Proposals.

1. Seven copies of the proposal shall be enclosed in a sealed envelope or carton marked "RFP Towing and Storage Document City of Fraser" and delivered in person by messenger or U.S. mail no later than December 19, 2016 at 10:00 a.m. at which time proposals received will be publicly opened and read out loud. Late proposals will be rejected. Contractors shall furnish an email address for contact purposes.

2. Proposal packing must be clearly marked with the following information:

Contractor's Name: _____

Date Due: _____

3. The proposal is to be mailed and must be conspicuously marked "RFP Document." All proposals regardless of the method for delivery are to be delivered to the following address: **City of Fraser, Office of City Clerk, Attention: City Clerk, 33000 Garfield Rd., Fraser, MI. 48026.**

4. All RFP's **must be delivered** to the office of the City Clerk before the due date and time so they can be stamped, received and filed appropriately. Proposals are considered received when they are in the possession of the City Clerk. Proposals not received before the due date and time will be disqualified and not opened or considered.

5. Costs are to be compiled on the pricing form attached as an exhibit. The pricing form shall be placed in a separate sealed envelope and marked as follows:

Contractor's Name: _____

City of Fraser Towing and Storage Contract

Date Due: _____

Confidential Pricing Envelope

6. No faxed or electronically delivered RFPs will be accepted.

7. It is the responsibility of the Contractor to see that the RFP arrives on time, at the right place and in the right format.

- C. Communications. Questions must be directed in writing or email to: Richard Haberman, City of Fraser, 33000 Garfield Rd., Fraser, MI 48026, (richh@micityoffraser.com). All questions regarding the process must be submitted on or before 4:00 p.m. five (5) business days prior to the RFP due date in order to be given consideration.

Changes, if any, in interpretation, or RFP documents will be expressed in the form of an addendum which if issued, will be sent to all prospective Contractors who notify the City Manager in writing or by email of their intent to receive interpretations no later than three (3) business days before the RFP due date. Oral responses are not authoritative. Only written changes issued in this manner shall be considered as interpretive.

D. Selection Process.

1. The City Council reserves the absolute unqualified right to accept or reject any and all proposals or parts of proposals. The City Council reserves the absolute unqualified right to accept any and all alternates which may be offered.
2. Any and all Contractors shall be prepared to present themselves to City Council at a meeting open to the public if the City Council deems it necessary. Contractors shall permit an audit and/or inspection of the vehicles and/or premises to be utilized by the Contractor as proposed herein. RFP's will be evaluated with respect to qualifications, experience, location, capacity, price and other factors. The City Council reserves the right to select and award the proposed service it deems best fits the needs of the City. Experience, capacity, proposed method of approach, references and costs are factors which the City Council will utilize along with other relevant factors as determined by the City Council.

III. SPECIFICATIONS.

- A. Timely Execution of Agreement. The successful Contractor shall execute and deliver an Agreement incorporating the terms herein within seven (7) days after award of the Agreement is made by the City Council. Failure to execute the Agreement may result in forfeiture of all rights under the RFP as deemed by the City Council, including the Contractor's deposit. The City Council shall have the right to award the Agreement to the next qualified Contractor or reject all RFPs and re-advertise.
- B. Volume of Service and Typical Vehicle Storage and Auction. The Public Safety Department required the towing of approximately 600 vehicles in calendar year 2014. This figure is to be used for comparison purposes only, representing an approximation of the volume of services anticipated to be needed. The City will not

be penalized for the volume of services required if either more or less. For comparison purposes only, storage typically involves less than twenty (20) days for all vehicles except those held for evidentiary purposes or abandonment. This information is for comparison purposes only, the City will not be penalized if storage time is more or less.

C. Minimum Towing Requirements.

1. Each Contractor must provide the address of its dispatching center and the location or locations where its vehicles will be stationed. Vehicles necessary to perform the Agreement must be located within three (3) miles of the City's limits."
2. The Contractor agrees to have a tow truck at the scene and to tow vehicles as requested. Requests shall be responded to at the scene within fifteen minutes of request for light duty or medium wrecker, and within thirty (30) minutes of the request for a heavy duty wrecker. The Contractor agrees to clean up all accident debris, including but not limited to, vehicle coolant, oil, transmission fluid as described in MCLA 324.8902 from the street upon response to the accident scene, whether or not towing a vehicle. The cleanup will be deemed complete when inspected and approved by a City Employee in charge of the scene. If response time is unreasonably long in the judgment of the City Employee in charge of the scene, another towing service may be called.
3. The Contractor shall have available at all times, light duty, medium duty, and heavy duty wreckers, fully licensed with fully licensed experience drivers. Light duty flatbed – 10,000 to 19,500 GVWR-DOT Class 3, 4 and 5 manufactured bed rating of 8,000 pounds minimum; medium duty wrecker – 16000 to 33,000 pounds GVWR-DOT Class 5, 6 and 7, manufacturers boom rating of 24,000 pounds minimum; heavy duty wrecker 30,000 plus pounds GVWR-DOT Class 8 manufacturers boom rating 40,000 pounds minimum. Heavy duty wrecker availability may be provided by lease or subcontract.
4. The Contractor shall have two-way radio dispatch for its tow trucks.
5. The Contractor shall keep the City informed of the number of tow trucks it owns or leases which will be used in performance of this Agreement, including the year, make, model and capacity.
6. Vehicles used in the performance of the contract, shall be clearly and permanently marked with the Contractor's name and telephone number. No removable signs or other towing names, or other wording such as "police towing" are permitted.

7. The Contractor must abide by the standard table of fees established by the contract.
8. The Contractor shall charge only for equipment actually needed and requested by the City at the scene.
9. Copies of all billing invoices for services rendered shall be forwarded to the City on a monthly basis in electronic form. Invoicing for special equipment or added service fees which exceed the standard towing fees must be specifically itemized and contain written justification for such fees, including the name and badge number of any officer in charge at the scene who approves such charges.
10. The City reserves the right to hire specialized equipment outside the scope of this Agreement when needed.
11. The Contractor shall establish, maintain and operate a storage/impound lot at a site within two miles of the City limits conforming with the applicable ordinances of the municipality where the lot is located throughout the duration of this Agreement. The lot must be available to hold at a minimum, 100 passenger vehicles and three (3) semi-trucks with trailers from activity related to the City.
12. The storage lot shall be staffed with the Contractor's own employees seven (7) days a week, and the lot shall be open from 8:00 a.m. to 8:00 p.m. for the public to retrieve their vehicles and/or property.
13. The Contractor shall furnish towing service at no charge for the removal of all City owned or leased vehicles and equipment when requested by the City as authorized by the City Manager, Public Safety Director, or other authorized City Employees on a twenty-four (24) hour basis.
14. The Contractor shall obtain and maintain at its own sole expense licenses, endorsements and approvals required by federal, state or local laws necessary to operate vehicles or equipment and perform the work required by this proposal. Employees of the Contractor shall have all licenses and endorsements required by federal, state, or local laws to operate vehicles and equipment utilized in the performance of the Agreement. Contractor upon hiring a new employee, shall provide within 72 hours to the Director of Public Safety, the name, address and date of birth of the employee so that the City may complete a background investigation.
15. The Contractor shall have tow trucks adequate for towing and/or pushing vehicles each of which shall contain necessary equipment and shall be maintained in good working order to safely perform the services required by the Agreement.

16. Vehicles and equipment shall be maintained in good mechanical condition and shall be subject to periodic inspection and made available for inspection by the City. Towing vehicles shall be equipped with two-way radios capable of covering all the territory within the City.
17. The Contractor shall maintain and have available for inspection by the City detailed records covering services rendered pursuant to this proposal. The Contractor shall utilize forms required in the processing of vehicles as approved by the City.
18. In five (5) days following the last day of each month, the Contractor shall provide an inventory of all vehicles stored at the lots as of the last day of the month. Such information shall be stored electronically and furnished electronically to the City.
19. The Contractor will be required to permit Public Safety Officers, the City Manager or his/her designee, or an elected official, so long as the City Manager or his/her designee or a Public Safety Officer is present, to inspect the lot, stored vehicles, the office or other structures, tow trucks, invoices and impound sheets relative to this proposal when it is deemed reasonably necessary by the City.
20. The City reserves the right to conduct an audit at least twice a year of bills and records relative to the Agreement and Contractor agrees to furnish the City access to such records.

D. Abandoned Vehicles.

1. Vehicles designated as abandoned as defined by statute shall be removed at the Police Agency's request and held in the lot until disposed of by public sale or retrieved by the owner.
2. Vehicles designated by the Public Safety Department as "scrapped abandoned" shall be removed by the most expedient means available. Such vehicles shall be disposed of pursuant to statutory procedures.

E. Disposal of Vehicles by Auction.

1. The Contractor shall hold periodic auctions at no cost to the City to dispose of vehicles as directed by the City, or deliver the vehicles to a location designated by the City for auction by others. The City reserves the right to remove any vehicles from the Contractor's auction list. If the Contractor is selected to proceed with the auction, the Contractor shall arrange to conduct auctions on a date approved in advanced by the Public Safety Department. The Contractor shall furnish all

required personnel as determined by the City. The money received from the public sale of the vehicle shall be applied in the order of priority provided by statute (MCL 257.252(g)(2)).

2. If vehicles are not sold at auction, the Contractor shall become the owner of the vehicle or group of vehicles and shall be responsible for its disposal.
 3. All sales shall comply with state law. The Public Safety Department shall provide and complete documentation required by the Public Safety Department under the applicable state law in connection with the disposal of such vehicles.
 4. The Contractor shall allow the City access to the lot and to be present in connection with preparation for the conduct of any auction.
- F. Storage of Vehicles. Vehicles or other items towed to the lot shall be stored with at least two feet of space between them and shall be marked and kept orderly as required at all times so that vehicles can be located easily by the City. The lot shall be located within two miles of the City boundaries and have the capacity for at least 100 passenger vehicles and three semi-trucks with trailers, for storage related to City activity. Vehicles which are subject to forfeiture (examples: gambling, narcotic and operating while impaired vehicles) shall be stored in the impound lot without the accumulation of storage fees in excess of One Hundred Fifty and 00/100 Dollars (\$150.00). Vehicles subject to police hold shall not be disposed of unless and then until the police hold is removed. When the police hold is removed by the police agency, normal tow and storage fees would be applied to the owner. Any and all vehicles towed pursuant to the Agreement shall be disposed of according to the requirements of statute. The Contractor shall be responsible for the maintenance and repair of the lot and the furnishing of security for vehicles impounded which shall include fencing. City stored vehicles shall be in a separate area. Proper lighting, drainage and surface materials shall be provided.
- G. Claiming of Property. Whenever impounded vehicles are claimed by the owner, the Contractor shall provide the owner an itemized statement of charges relating to the impounded vehicle, including an explanation for fees in excess of the standard towing fee established by the Agreement. The Contractor shall make every effort to verify that the party claiming a stored vehicle, is the actual owner or authorized representative of the owner prior to vehicle release. The Contractor is solely liable and responsible for the vehicle release. The Contractor shall permit, at all times the storage lot is opened, the retrieval of items from towed vehicles by persons with an ownership interest in the vehicle without charge.
- H. Fees and Charges.

1. All fees and charges are to be collected from the owners of the vehicles. The City assumes no responsibility for collecting or guaranteeing payments for towing or storage.
 2. The City is not liable for any charges for towing or storage of any private vehicle, the loss of any items contained inside the vehicle, or for damage or loss incurred in the moving of any vehicle. This extends to all vehicles whether impounded as a result of collision, or evidence, or other purposes.
 3. The Contractor shall prominently post at the lot a list of towing and storage charges and hours of operation as well as the Contractor's telephone contact numbers.
 4. Additional tows within the lot shall be at Contractor's sole expense.
- I. Collection Charges. The City shall not be responsible for the collection or payment of any charge for service rendered by reason of the City having requested or dispatched the service. All such services rendered shall be charged only to the owner/lessee of the towed vehicle or other lawful claimant of possession. The Contractor shall have no claim against the City for any towing or storage charges unless otherwise authorized by the Agreement.
- J. Financial Arrangements.
1. For services rendered to non-city owned vehicles and others, the Contractor shall directly bill and collect fees from the vehicle's owner. It is not the responsibility of the City to collect, pay, or guarantee payment for any such charges. The Contractor shall accept credit cards as an alternative form of payment. The Contractor may, but shall not be required to, accept credit card payments for any vehicle towed as the result of an arrest.
 2. The Contractor shall collect all towing, service and storage fees for non-city owned vehicles, towed or impounded at the direction of the City from the vehicle's owner or agent.
- K. Service Call Cancellation.
1. The City reserves the right to cancel a request for services of the Contractor at any time including up to the time of hook-up without either the City, owner, or operator 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 City Employee in charge at the scene, no charges will be incurred. The Contractor agrees that the mere response to a service call without

providing towing service does not constitute a service call for which charges are applicable.

2. The City may call another towing company if the Contractor does not provide adequate equipment to provide the services contemplated by the Agreement, or does not respond in a timely manner, meaning within 15 minutes for light duty or medium duty wreckers and within 30 minutes for a heavy duty wrecker.
- L. Owners Request for Tow. Nothing in this Agreement shall prevent the owner or operator of the motor vehicle from calling a wrecker or tow truck of its own choice at its own expense or requesting that its vehicle be towed to a garage or compound other than that of the Contractor provided such service can be promptly provided as determined by the City Employee present. If the vehicle has already been hooked up or placed upon the wrecker or tow truck, the Contractor can charge the fee as prescribed in the contract for hook up, except for abandoned vehicles. The Contractor shall under no circumstance recommend or suggest a repair or collision shop to a vehicle owner. As required by state law for abandoned vehicles, if the owner or other person who is legally entitled to possess the vehicle arrives at the location where a vehicle is located, before the actual towing or removal of a vehicle, the vehicle shall be disconnected from the tow truck and the owner or other person who is legally entitled to possess the vehicle may take possession and remove it without interference upon the payment of the service fee established by the Agreement for which a receipt shall be provided. The Contractor shall accept payment for this and other services in the form of either cash or a credit card.
- M. Cancellation by City. The Agreement issued pursuant to this RFP may be cancelled by the City Council, furnishing thirty (30) days written notice addressed to the Contractor sent by certified mail or hand delivered to the Contractor's address as shown in the Agreement. The Agreement may be cancelled if deemed necessary by the City Council without cost or penalty.
- N. Cancellation by Contractor. The Agreement may be cancelled by the Contractor upon ninety (90) days written notice delivered by certified mail with return receipt requested addressed to the City Clerk.
- O. Responsibility for Vehicles and Contents; Hold Harmless; Insurance. The Contractor assumes full and exclusive responsibility for any vehicle and its contents during towing and storage. The Contractor agrees to hold harmless and indemnify the City, its agents and Employees against claims for damage or loss to vehicles or their contents in accordance with hold harmless language set forth in the attached Agreement. The Contractor shall procure and maintain insurance and bonding as specified in these proposed specifications.

- P. Contractor to Provide Insurance Coverage for City Vehicles. The Contractor shall maintain insurance coverage to protect the City vehicles against comprehensive and collision losses while in its care, custody and control.
- Q. Hold Harmless and Indemnity. The Contractor agrees to indemnify and hold harmless the City from any and all claimed suits, actions, damages and cause of action arising directly or indirectly relating to services furnished under this Agreement during the term of this Agreement for any bodily injury, personal injury, loss of life and property damage sustained and to defend any action or proceeding brought thereon. The attached indemnity Agreement must be signed and included with our RFP.
- R. Non Collusion Affidavit. The Contractor shall submit a non-collusion affidavit in the form attached as an appendix with their proposal and list any other businesses with which they have any direct or indirect affiliation business interest, ownership or other relationship.
- S. Fair Employment Practices Act. The Contractor agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this proposal with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of gender, race, color, religion, national origin, sexual preference, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.
- T. Qualifications for Employment. All persons employed as a driver by the Contractor shall meet the requirements of all federal and state laws regarding licensing. Neither the Contractor nor its drivers shall have been suspended or revoked within the prior 12 months for any vehicle licenses. Neither the Contractor nor its employees shall have been convicted of a felony within the previous 10 years.
- U. Suspension of Services. Any decision to suspend services temporarily shall be made by the City Manager with subsequent City Council action at the next regular City Council meeting.

IV. INSURANCE REQUIREMENTS.

- A. Insurance Requirements. The Contractor shall obtain and have in place prior to commencement, insurance meeting the specifications below. The Contractor is solely responsible for prompt payment of any deductible or self-insured retention. The Contractor shall procure, maintain and deliver throughout the life of this Agreement, the actual policy, as well as well as a certificate of insurance which shall be delivered to the Clerk of the City. Insurance shall be provided as follows:

1. Workers Compensation Insurance during the duration of the Agreement for all its employees.
2. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence covering personal injury, bodily injury and property damage and including the following extensions:
 - a. Contractual Liability.
 - b. Products and completed operations.
 - c. Independent Contractor's coverage.
 - d. Broad form general liability extensions or equivalent.
3. Contractor's motor vehicle Insurance maintained during the duration of this Agreement for all vehicles including no-fault coverages for all vehicles with limits of liability not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence covering bodily injury and property damage.
4. Garage liability insurance with limits not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence covering bodily injury and property damage.
5. Commercial general liability, motor vehicle liability insurance and garage liability insurance as described shall include an endorsement providing that the City of Fraser, its elected and appointed officials and Employees are additional insureds primary and non-contributory.
6. Cancellation or non-renewal shall only occur upon thirty (30) days advanced written notice of cancellation, non-renewal, reduction, or material change to City Clerk, City of Fraser.

V. BID BOND.

The RFP shall be accompanied by a money order or cashier's check in the amount of One Thousand and 00/100 Dollars (\$1,000.00) payable to the City of Fraser which shall be returned to unsuccessful Contractors after the award of the Agreement. The Contractor shall have this money returned after it has executed the Agreement and furnish required insurance. The selected Contractor who fails to execute and proceed with the contract shall forfeit this bond.