

INVITATION TO BID

OWNER:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., 3RD FLOOR
FLINT, MI 48502

Proposal No. 573

SCOPE OF WORK:

The City of Flint (The City), Department of Purchases & Supplies, is soliciting sealed proposals bids for providing:

TOWING AND STORING OF VEHICLES

per the attached specification.

If your firm is interested in providing the requested services, please submit 1 original and 1 copy of your detailed proposal to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St. Rm. 304, Third Floor, Flint, MI, 48502, by **Monday, August 3, 2009** before 12:00 PM (EST). Please note: all detailed proposals received after 12:00 PM (EST) will not be considered. Faxed proposals into the Purchasing Department are not accepted.

The City of Flint may hold proposal for a period of ninety (90) days from opening, for the purpose of reviewing the results and investigating the qualifications of proposal prior to making an award. The City of Flint reserves the right to waive any irregularities and accept or reject any or all proposals submitted. Vendors located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage.

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The City is an equal opportunity employer.

The successful bidder must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91.

Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors

and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.

Insurance/Worker's Compensation: Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

(a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.

(b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.

(c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."

(d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insured. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials, offers of experimental or unproven equipment may be disregarded.

Bidder shall protect against expense of any nature, shall bear costs of any suits which arise, and shall pay all damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.

Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.

The City reserves the right to reject any or all proposal, or split awards by items, unless otherwise stipulated, or to accept any bid which will best serve its interests.

The Director shall not knowingly accept the bid of a vendor /contractor who is in default on the payment of taxes, licenses, fees or other monies due the City. Purchase agreements with bidder who are found to have been in default at the time of award of such agreement shall be voided.

The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.

Any questions regarding this bid should be directed to Derrick Jones via e-mail @ djones@cityofflint.com or phone @ 810-766-7340 ext 2.

Sincerely,

Derrick F. Jones
Purchasing Manager

Enclosure

MINIMUM SPECIFICATIONS FOR SERVICES FOR VEHICLE TOWING AND/OR STORAGE DISPOSAL

The City of Flint is requesting submissions of proposals to provide towing and/or storage and disposal services for abandoned vehicles taken into custody under MSA 9.1952(2), Sec. 257.252, as amended; for vehicles taken under the parking provisions of Section 28-1.1 of the Flint City Code; for City vehicles disabled or reasons other than flat tires or being out of gas; for vehicles involved in police investigations and/or crime enforcement activities; and for vehicles damage in an accident to an extent that they must be towed from the scene and owner or operator is unable to remove or cause the vehicle to be removed, and if the owner or operator does not choose a towing service to remove the vehicle.

The purpose of this proposal is to encourage competition among businesses to provide the City of Flint with the highest level of service available, preferable at no cost to the City. All proposals should be detailed to explain the advantages of there services and any associated cost.

FACILITIES

1. The Proposer shall have an office and storage area in compliance with local zoning ordinances. The storage area shall be surfaced and shall be so graded and drained as to dispose of all surface water and to provide a durable and without dust surface irrespective of season, capable of storing at least 250 of vehicles.
2. The Proposer shall erect fencing around the storage yard and building that is at least eight (8) feet in height, and shall provide and maintain adequate illumination of the premises.
3. The Proposer shall provide and maintain a telephone line dedicated solely to the service of this agreement and personnel to answer the line at all times for the purpose of responding to calls for service from the Police Department.
4. The Proposer shall furnish inside storage capable of holding twenty (20) vehicles. This are may also be used by the police to store other evidence.

EQUIPMENT

1. All wreckers shall be licensed and comply with all applicable licensing, safety, and insurance requirements of Sections 12-103, 12-106, and 12-107, respectively, of the City of Flint Code.
2. The Proposer shall furnish a sufficient number of suitably equipped wreckers of sufficient capacity so that the proposer is able to meet the twenty minute response criteria as stated under "Performance" number 2.

In addition to any equipment required by Section 12-106 of the Flint City Code, any non-flatbed wrecker responding to a call under this contract must be equipped with dollies and a shovel and broom for accident scene cleanup.

3. The Propser shall furnish suitable equipment for handling vehicles in the storage area. The Proposer shall not use forklift trucks to move vehicles impounded and stored incident to this contract.

PERFORMANCE

1. The Proposer shall have an employee on duty at all times to permit police officials to inspect and/or process impounded vehicles at any lot.
2. The response time of the Proposer to any call shall not exceed 20 minutes.
3. The Proposer shall provide properly trained and licensed wreckers drivers. Wrecker drivers shall clean the street as provided in Section 12-112 of the Flint City code, whenever removing a vehicle from an accident scene, and shall clear the street of debris related to the tow when necessary at other towing scenes at no cost to the City.
4. Upon request of the Police Department, the Proposer will immediately dispatch suitable equipment to all designated vehicles to wherever the driver or owner designates, or, if the owner or driver is not able to designate or fails to designate a destination; or, if the Police Department has decided to impound the vehicle, then to the Proposer's appropriate vehicle storage area, or other area designated by the chief of Police/orDesignee.

5. Vehicles to be towed shall be identified to the Proposer by a member of the Flint Police Department, and except for vehicles of the Police Department and vehicles held as evidence of a crime, an inventory of the vehicle and its contents shall be taken by the police officer and a representative of the Proposer, to include a listing of any damage. This shall be accomplished by visual inspection and recorded on a standard impound form furnished by the Flint Police Department, and signed by the police officer and the wrecker driver immediately.
6. Upon arrival at the storage area, the Proposer shall prepare a standard impound card, completing all information requested on the card, and thereafter updating the information as necessary. The completed card must be available for the Police Department's review for all vehicles impounded in the prior twenty-four hour period no later than 8:00 am, Monday through Saturday, and maintained in an orderly, business-like filing system.
7. The Proposer shall provide a minimum of two yard personnel at all storage sites during regular business hours (must be open Mon-Sat, 9am-6pm, except Holidays) for the purpose of escorting customers to and from their vehicles to maintain the security of the yard.
8. Impounded vehicles to be preserved as evidence of a crime will not be entered or driven by any employee or agent of the Proposer until the vehicle has been processed by the Police Department or Crime Lab. In the event it becomes necessary to move evidence vehicles, this will only be accomplished with a tow truck or tow motor furnished by the Proposer, unless specifically directed otherwise by the officer in charge of the criminal investigation at no cost to the City.
9. The proposer shall protect any impounded vehicle from theft, vandalism or damage of any type as specified in Section 12-110 of the Flint City Code, and is solely responsible for any damage, theft or vandalism occurring subsequent to taking custody of the vehicle.
10. No impounded vehicles or seized vehicle shall be released from the storage area without the proper release form or release authorization provided by the Flint Police Department for such purposes. When a vehicle is towed to the Proposer's vehicle storage area, and is not being held as evidence of a crime, nor is it impounded by the Police Department, nor is it a Police vehicle, nor a vehicle used in connection with Police business, the Proposer must release the vehicle to the owner upon payment of the charges as provided in the proposal.
11. Every Wednesday morning before 10:00 A.M., the Proposer will furnish the Police Department, on a form provided by the Flint Police Department, with a list of vehicles which are currently on their lot towed pursuant to this agreement. The Police Department will then furnish the Proposer with a TR52 form for vehicles not held as evidence or forfeiture vehicles, with the notation that the vehicles are to be sold at Public Auction. With the authorization from the Police Department, the Proposer is then solely responsible for the disposal of unclaimed vehicles according to current law governing said vehicles with no compensation or further consideration by the City, unless otherwise notified by the City.
12. The Proposer shall provide towing for City of Flint Police vehicles and those vehicles used in connection with City business, free of charge, except for those that are disabled solely because (a) they are out of gas, or (b) they have a flat tire. This free towing shall be limited to vehicles towed from and to any location within 20 miles of the Flint City limits.
13. All evidence vehicles and drug forfeiture vehicles shall be towed and stored free of charge. Storage fees for these vehicles, if released to the owner, will not begin to accrue until the hold on the vehicle has been released by the Chief of Police/or Designee.
14. When notation appears on the impound record card, by authorization of the Chief of Police/or Designee, no fee shall be charged for the release of the vehicle to the owner or the City of Flint.
15. Proposer agrees it will not scrap, sell, damage or alter any vehicle impounded by the City of Flint until approved by the Chief of Police or designee.

In the event that a Court of competent jurisdiction or City Attorney orders an impounded vehicle to be returned to the owner without cost, the vehicle will be released at no cost to the owner or the City.

The Proposer further agrees that it will compensate the owner of any impounded vehicle that Proposer scraps, sells, damages, or alters prior to receiving authorization from the aforementioned.

16. The Proposer shall be responsible to assure that all of the employees and agents performing work under this agreement comply with all of the provisions of this agreement including those governing charges for service provided under this agreement.
17. The Proposer must furnish the City with copies of Business Licenses and Insurance Certificates, which are to be attached to the proposal at the time it is submitted. The Proposer agrees to update the City, in writing and with copies of certificates of insurance, if there is any change in insurance coverage or supplier during the term of this agreement.
18. In the event that the City requires towing of a vehicle with a rated load capacity in excess of one ton, or a trailer with a length in excess of 16feet, and the proposer does not have the capability to tow the vehicle or trailer, the City shall have the vehicle towed by a company capable of handling the tow, at the sole discretion of the City.

AUCTION

An auction shall be held pursuant to MCLA 257.252(a) (9) and 257.252(d)(6), in order to dispose of any vehicles which have not been released, redeemed, or declared "abandoned scrap vehicle" and were towed pursuant to this contract. All auctions will be coordinated by the City and the Proposer shall provide suitable space at its storage area for the conduct of such sales. The City currently has a contract with an auctioneer who receives five (5%) of gross receipts.

The Proposer shall provide the following services in connection with the auction process:

- Provide a reasonable attempt to insure the vehicles scheduled for auction will start, such as charging the battery and providing fuel.
- Provide assistance in crowd control, security of the keys for the vehicles, and conduct a review of the scheduled auction vehicles with the auction participants prior to the auction. A minimum of one hour should be allowed for this process to take place.
- Provide personnel to start vehicles when it is scheduled for auction and control the keys to insure successful bidder receives them.

Tow Rates

It is the intent of the City to seek and evaluate proposal submissions for providing towing services on a continuous basis 24 hrs./day 7 days/week over a period not to exceed three years. Those submitting bids are requested to submit pricing for the continuation of said services for the period specified. Vehicles will be taken into custody under MSA 9.1.1952(2), Sec. 257.252, as amended; for vehicles taken under the parking provisions of Section 28-1.1 of the Flint City Code; for vehicles disabled for reasons other than flat tires or being out of gas; for vehicles involved in police investigations and/or crime enforcement activities; and for vehicles damaged in an accident to an extent that they must be towed from the scene and the owner/operator is unable to remove or cause the vehicle to be removed, and if the owner or operator does not choose a towing service to remove the vehicle.

The City is requesting vendors to provide a price to tow vehicles, daily rate to store vehicles, and a corresponding percentage that the vendor will pay the City to carry out these tasks. The City is also requesting that vendors provide a percentage that they will pay the City for each auction that will be performed. Vendor is to list any additional fees either on this document or on a separate piece of paper that will be assessed for this service.

The undersigned hereby certifies that he/she has read the specifications for Vehicle Towing Services - City of Flint and submits the following prices:

Service	Rate Per Service	Percentage of Service Vendor will Pay to the City
Rate to tow a car or light truck		
Rate to tow a heavy duty vehicle		
Rate to tow a motorcycle		
Rate to clean-up for accidents		
Gross auction proceeds*		

*City has an auctioneer under contract at a rate of 5% of gross receipts, which will be paid separately and not part of the percentage vendor pays to the City.

Misc. Tows* \$ _____ /per tow

*Miscellaneous tows would be towing that is requested by the City for purposes of moving vehicles during street paving season.

Cash Discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by Contractor. Delivery can be made in () days ARO (after receipt of order).

Terms: _____ Dest.: _____ Fed. ID #: _____

COMPANY NAME : _____

ADDRESS : _____

CITY/STATE/ZIP : _____

PHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

Please submit original documents plus one copy.

Bid results are available the next business day by calling (810) 766-7340 ext. 6, or they may be viewed online at www.cityofflint.com/purchasing.