



Financial Services – Purchasing Department

NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

TOWING & IMPOUND LOT SERVICES

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name: _____
Project Name: _____
Firm's Contact Person: _____
Telephone Number: _____
Fax Number: _____
E-Mail Address: _____
Postal Address: _____

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.



Financial Services – Purchasing Department

Date of Issue: January 21, 2014

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, February 13, 2014 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

TOWING AND IMPOUND LOT SERVICES

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: TOWING AND IMPOUND LOT SERVICES

FOR OPENING: February 13, 2014

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website www.portagemi.gov. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures or scope of work, please contact the Judy Johnson, Purchasing Manager at (269) 324-9284.

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Attachments

Draft Contract Agreement

1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.2. Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of sixty (60) days after the date of opening set forth in the advertisement.

1.3. Nondiscrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations,

Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

1.4. Bids Submitted via Facsimile Equipment

1.4.1. Transmittal page must be plainly marked and faxed to (269) 329-4535

“Sealed Bid _____ for opening _____”
Bid Name Date

1.4.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.4.3. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.

1.5. Contractor’s Insurance

The successful bidder will also be required to furnish:

1.5.1. Workers’ Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers’ Compensation Insurance, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

1.5.2. Garage Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Garage Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Michigan No-Fault Coverage and shall insure all owned, non-owned, and hired vehicles.

1.5.3. Garage Keepers Legal Liability Insurance: The Contractor shall procure and maintain during the life of this contract Garage Keepers Legal Liability Insurance, including “On-Hook” coverage, to protect vehicles in their care, custody and control, with limits of liability not less than \$100,000 per vehicle.

1.5.4. Motor Vehicle Liability: If Motor Vehicle Liability coverage is not present in Garage Liability Policy, the Contractor, or its subcontractors shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit, Bodily

Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- 1.5.5. Additional Insured: Garage Liability as described above, shall include an endorsement stating that the following shall be *Additional insured*: City of Portage, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- 1.5.6. Cancellation Notice: Workers' Compensation Insurance, Garage Liability Insurance, and Garage Keepers Legal Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Portage Contract Manager.
- 1.5.7. The City will entertain similar insurance coverage that substantially meets the provisions listed above, but at the sole discretion of the City.

1.6. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

1.7. Contract Manager

Lieutenant Steve Clark (269) 217-6910 shall be the City Contract Manager. The City Contract Manager will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

1.8. Basis of Award

Award will be made to a responsive and responsible bidder, in the sole discretion of the City, who's lowest Total Bid is determined by the City to be in the best interest of the City. The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

1.9. Bid Submission Document Listing

Listing of information and documents to be included with the bid submission. The City will evaluate these items in aggregate as part of bid evaluation.

- Bid prices on bid form
- Information Sheet
- Michigan Public Service Commission Certificate of Current Audit
- Michigan Public Service Commission Certificate of authority to conduct for-hire property transportation or an interstate Unified Carrier Registration
- Documentation from governmental unit showing compliance with local ordinances and regulations for storage facility/impound lot
- All required licenses, permits, fees, special land use agreements, approvals, and other such contract requirements included in this bid document that are necessary to perform all work under the specification
- Lease Agreement or copy of deed for storage facility/impound lot
- A letter from the bidder's financial institution in which the business does a majority of its banking and other financial business that the bidder has the stability to perform the work under the proposed agreement
- Better Business Bureau current business rating
- Proof of qualifying insurance coverage
- Recommendation letters from current or recent public entity(ies) with whom the bidder has contracted within the last 5 years (include former companies owned by the bidder).

1.10. Inspection of Bidder Facility and Equipment

The City may conduct an inspection of the bidder's facilities, wreckers and equipment to ensure all requirements of the contract are in compliance. In this regard, the bidder shall provide full access to the City to the bidder's storage facility, vehicles, apparatus, and all other equipment to be used under the agreement, within one week after notification from the City. Failure of the bidder to provide such access shall be considered a withdrawal of the bidder's bid.

The storage facility/impound lot shall meet all ordinances and applicable regulations, including any condition imposed under a special land use agreement, or other condition imposed by any governmental entity, to this use within the governmental unit where the facility is located.

As defined in the specification, all necessary towing wreckers and apparatus shall be properly licensed and in safe and adequate operating condition to perform under the terms of the specification.

2. DEFINITION OF TERMS

- 2.1. "City" includes its departments, employees, agents, and representatives, except for as determined in Section 1.6 of this request for bids entitled "Indemnity".
- 2.2. "Contractor" includes its partners, officers, employees, agents, and representatives.
- 2.3. "Invoice" is the document itemizing all charges and fees for any wrecker service performed by Contractor pursuant to the Contract.
- 2.4. "Motor Vehicle Code (MVC)" is Public Act 1949, No. 300, and any subsequently enacted amendments, including those enacted after date of the Contract, codified as MCL §257.1, et seq.
- 2.5. "Owner" is the registered owner of the motor vehicle, and may also include the operator of the vehicle at the time wrecker service is performed, or the lien holder (secured party).
- 2.6. "Storage Facility/Impound Lot" is the facility owned or leased by Contractor for the storage of vehicles pursuant to the Contract.
- 2.7. "Wrecker equipment" means the amount and type of equipment Contractor is required to provide in performing the services of the Contract.
- 2.8. "Wrecker service" is all the services, separately and collectively, performed by the Contractor in fulfilling its obligations under this Agreement, including but not limited to road service, removal, towing, and cleanup at an accident call, storage and disposition of motor vehicles.
- 2.9. Wrecker service call is each time the Contractor is called to perform wrecker service under the Contract.

- 2.10. If the meaning of terms or words not defined in the Contract, or if defined in the contract conflicts with the meaning under state law, the meaning shall have or be controlled by the definition and meaning under the then existing state law.

3. SPECIFICATIONS

- 3.1. General Duties and Responsibilities of Contractor – The Contractor shall provide the following towing services and storage at the direction of the Portage Public Safety Department.

- 3.1.1. The Contractor shall provide towing, storage and safekeeping services seven (7) days per week, twenty-four (24) hours per day for vehicles involved in accidents, stolen or abandoned vehicles, and other requests by the City of Portage or its Public Safety Department.
- 3.1.2. The Contractor is responsible for vehicle security and shall take all necessary actions and precautions to prevent theft, damage and vandalism.
- 3.1.3. The Contractor shall provide all necessary, operable and safe equipment to promptly remove vehicles from accident scenes at all times.

The Contractor, without charge, is to perform usual clean up of glass and other routine debris at accident scenes. Oil-Dri or equivalent, broom, and dustpan shall be in the wrecker at all times.

It is understood that if another wrecker service tows any vehicle and leaves debris at the scene, it will be the responsibility of that wrecker service to perform any necessary clean-up.

- 3.1.4. The Contractor shall maintain necessary, operable and safe wreckers and dollies to remove vehicles promptly when needed.
- 3.1.5. If vehicle owner or operator is unable to choose a specific wrecker service, the Contractor will be contacted for towing service.
- 3.1.6. The Contractor shall respond to all City calls with the wreckers listed on the Information Sheet. These wreckers shall be covered by the proper insurance as outlined in the Instructions to Bidders and shall be in compliance with all state laws.
- 3.1.7. The Contractor shall respond to all wrecker service calls within 30 minutes from when the Contractor is notified. If the Contractor is unable to respond within this time period, Contractor shall promptly inform Public Safety Dispatch of its inability to so respond. The City then reserves the right to contact an alternative wrecker service. A wrecker service log for all calls shall be maintained and kept by the Contractor.
- 3.1.8. At the Owner's request, the Contractor shall provide written notice where the vehicle is located, how the vehicle may be redeemed, a copy of the price list and per diem storage charges that are accruing.

3.1.9. The Contractor shall post in a conspicuous place at its place of business and at the storage facility, on a sign approved by the City, a complete itemization of the charges the Contractor may charge for the wrecker services provided under the contract.

3.1.10. Abandoned Vehicles.

- a. The Contractor shall provide removal, storage and disposition of abandoned vehicles as provided under the Michigan Motor Vehicle Code.
- b. The Contractor shall provide wrecker service when called by the Public Safety Department to pick up any vehicle found abandoned on a street or highway or any other place in the City of Portage whether public or private. Abandoned vehicles shall be disposed of, in accordance with State Law; this includes proper distribution of revenues.
- c. The Contractor is to assume security responsibility and all liability for abandoned towed vehicles.
- d. For purposes of this Contract, a vehicle shall be considered abandoned when so designated by the Public Safety Department.
- e. The Contractor shall provide removal, storage and disposition of impounded vehicles at the expense of the owner.
- f. All abandoned vehicles not redeemed by the owner shall be disposed of and any proceeds received from the public sale shall be distributed in accordance with the applicable sections of MVC. The date, time and location of any public sale shall be as designed by the City. Prior to any sale or disposal of an abandoned vehicle, Contractor shall, upon reasonable notification by the City, provide the City access to the interior compartments of the vehicle.

3.1.11. If the vehicle owner or operator specifies a destination for the towing and storage of the vehicle other than at Contractor's storage facilities, the Contractor shall secure payment or adequate assurance of payment from the vehicle owner or operator prior to the removal of the vehicle.

3.1.12. Any vehicle towed by Contractor and held at the storage facility shall be deemed abandoned after 10 days. Notice shall be given to the City that the vehicle was not redeemed and the City will follow the procedures specified in MVC 257.252a .

3.1.13. Storage Facility/Impound Lot

The Contractor shall be responsible for maintaining a storage facility/ impound lot in good repair and clean condition, including, but not limited to the following: vehicles are accessible, no leaking fluids, trash/broken glass is picked up; fencing and security system are properly maintained. The Storage Facility/Impound Lot shall be lighted in public and vehicle storage areas, be fenced, include a recorded video surveillance of all vehicles stored or

impounded by the City, and the evidence storage area shall be equipped with an operable alarm system that is monitored by a licensed third party. The evidence storage area shall also be access controlled to identify the date, time, and person gaining access.

- a. The impound lot shall be within the City of Portage or no more than a 15 miles of any City of Portage corporate limit.
- b. The Contractor shall allow access to the premises 24 hours a day and seven days a week to the owner of the towed or impounded vehicle for release of the vehicle to remove any personal property.
- c. The storage lot and indoor vehicle storage area will be available and accessible to the Portage Public Safety Department 24 hours per day, 7 days per week at the request of the City without notice.
- d. The storage facility shall meet all ordinances and applicable regulations, including any condition imposed under a special land use agreement, or other condition imposed by any governmental entity, to this use within the governmental unit where the facility is located.
- e. If there are unusual circumstances where a vehicle has to be preserved in a climate control environment, no additional storage costs shall be charged by the Contractor for such indoor storage. Such storage shall be secure and only handled by Contractor personnel approved by the City.
- f. The Contractor must provide an environmentally controlled space for a minimum of three vehicles held as evidence. Limited access and recorded video surveillance must be maintained during storage of such vehicles. Surveillance videos shall be maintained for a minimum of 60 days after date of recording. A log of inspection and access must be maintained by the Contractor. The Contractor must report quarterly to the City the status condition and billing of the storage.

3.1.14. Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

3.1.15. City will endeavor to utilize the Contractor to provide wrecker services whenever any vehicle owned or leased by the City and operated by an employee, agent or representative of the City is in need of wrecker service. The City shall pay for all wrecker services requested by the City for City owned vehicles, in accordance with the itemization of charges required under price list, or as more specifically set forth in this Agreement.

3.1.16. The Contractor shall have and maintain a separate computerized database or file that allows for full access and transparency to the City that provides the following functions:

- a. Track vehicles from point of pick up to destination
- b. Allow real-time access to the impound lot for PPD vehicles and status
- c. Provide invoicing information with breakdown in costs

- d. Generate auction list, income reports for auction, income for the buyers and a general 'type-set ready' newspaper column of vehicles to be auctioned with description and vehicle identification numbers for review
- e. Generate a list of impounded/hold vehicles with all related information
- f. The database utilized by the Contractor shall be of its choice.

3.1.17. The City of Portage reserves the right to operate its own wrecker and/or wreckers and other towing equipment and perform any of the work in this contract.

3.1.18. Contractor shall agree to service and not charge for "dry runs" (Contractor called but no service needed or performed).

3.2. Rates

3.2.1. The City approved contract rates shall apply for all City requested services when billing vehicle owner, operator or lien holder directly. If the owner chooses another method of payment (such as through insurance or through third party billing by a repair or body shop), City contract rates may not apply.

3.2.2. The City agrees, upon satisfactory performance of the terms of the contract, that the Owner of the vehicle shall be required to pay the Contractor the sums of money set forth in the bid. However, the City has no responsibility or liability for such amount owned by the Owner.

3.2.3. City-owned vehicles requiring towing and/or impound services shall be charged at the contract rates.

3.2.4. Vehicles stored on behalf of the City which have to be stored at Contractor's facilities (due to accident reconstruction, ongoing investigations, evidence, etc.) shall not be charged storage fees for the first twelve (12) months from date of incident. In addition, the Portage Public Safety Department shall not be charged storage fees for vehicles that are stored at the contractor's facility that are being processed for forfeiture for the first six (6) months from the date of storage.

3.2.5. Any City vehicle which has to be stored at the storage facilities shall not be charged storage fees for the first twelve (12) months from the date of incident. An estimated 20 vehicles or less will be stored annually.

3.2.6. Such fees, in aggregate, under this contract shall not exceed \$10,000 annually.

3.3. Invoicing

3.3.1. The Contractor shall submit an invoice to the City for the wrecker service charges assessed against the City.

3.3.2. In all other cases, excluding 3.2.4 and 3.2.5 above, the burden of payment lies with the Owner of a vehicle towed or stored at the request of the City.

- 3.3.3. The Contractor shall provide the Owner an itemized invoice of all wrecker services and charges incurred by the Contractor at the time the vehicle is released. A copy of these invoices shall be provided to the contract manager monthly.
- 3.3.4. Invoices shall include the following information:
 - A. Date
 - B. Location
 - C. Type of Vehicle
 - D. Reason why vehicle was towed (i.e. abandoned, stuck, accident, etc.).
 - E. Towing Charges
 - F. Extra Charges
 - G. Storage Charges
 - H. Wrecker Operator, name or number.
 - I. Complaint number provided by Public Safety Dispatcher at time of call.
 - J. Vehicle Owner's name and address (when available).
 - K. Impound Lot
 - L. Other information as may be requested by the City.

3.4. Monthly Report/Log

- 3.4.1. The Contractor shall submit a monthly listing of all Public Safety Department Duty Wrecker calls on the form prescribed by the City. The Monthly Log and copies of all invoices shall be submitted to the contract manager by the tenth (10th) of each month for the previous month's towing activity.
- 3.4.2. The Monthly Log shall include an inventory of all vehicles charged to the City.

3.5. Contract Term

The contract resulting from the solicitation will be for an initial term of one-year with the option for renewal for four additional one year periods subject to availability of funds. The City shall be the final authority in determining whether a renewal proposal shall be accepted or new bids shall be solicited.

In addition, at the end of the last contract renewal period, the contract may be renewed on a month to month basis, not to exceed a total of six months, at the sole option of the City.

- 3.5.1. Commencement Date -- It is anticipated that such contract shall commence on or about April 20, 2014.
- 3.5.2. Contract Notification of Non-renewal/Extension – Transition
The City may decide that the contract shall not be renewed or extended. In such case, the City will provide written notice before the end of the contract to the Contractor. Before the end of the contract, or if the contract is terminated subject to Section 3.8, the Contractor's responsibilities, with

regard to wrecker service calls, shall cease; however, all other responsibilities under this contract shall continue until all vehicles are properly disposed of from the Contractor's storage facility/impound lot. Also at such time of written notice, the City may direct that certain vehicles held by the Contractor for evidence and similar purposes be removed from the Contractor's storage facility, by the City. The Contractor shall coordinate such activities with the City.

3.6. Compliance with Applicable Laws

- 3.6.1. The Parties agree to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.
- 3.6.2. All notices or documents the Contractor is required to provide the City shall be in the form required by the City and in compliance with Michigan law.
- 3.6.3. Hearing and Adjudication by Court --If the owner of a vehicle requests a hearing as provided under MVC, challenging whether the vehicle was properly removed or whether the towing fees and storage charges were reasonable, the City's responsibility under §252f (MVC) for any accrued towing and storage fees shall be borne by the Contractor if the Contractor failed to comply with the notice and rate provisions of this Agreement and as a result thereof the Court found that the City did not comply with the requirements under §252a, §252b(6) to (10), §252c, and §252d, (MVC).

3.7. Transfer/Assignment/Subcontractors

The Contract shall not be transferred or assigned by the Contractor without prior written consent of the City. The Contractor shall not subcontract wrecker services under this agreement. However, wrecker services may be performed by entities owned by the Contractor doing business under a different name if properly registered by the applicable governmental agencies. Further, any other services permitted to be subcontracted under this agreement shall require the consent of the City.

3.8. Termination

The Contract may be terminated on thirty (30) days prior written notice by the City for any reason whatsoever. The City shall not be liable for any costs directly or

indirectly related to such termination. The Contract may be immediately suspended or terminated by the City, without notice, for any of the following reasons:

- 3.8.1. Consistent delay in response time for service, as determined by the City.
- 3.8.2. Excessive damage complaints, as determined by the City.
- 3.8.3. Vandalism or theft of Owner's vehicles.
- 3.8.4. Inadequate clean-up as determined by the City.
- 3.8.5. Improper charges or billing.
- 3.8.6. Failure to provide or maintain insurance coverage required by the Contract
- 3.8.7. Failure to provide proper storage of vehicles to prevent further damage to vehicles.
- 3.8.8. Noncompliance with discrimination or affirmative action requirements.
- 3.8.9. Failure to comply with applicable local ordinance and regulations.
- 3.8.10. Inadequate number of wreckers to properly handle calls within the City of Portage; a minimum of two wreckers and two flat bed wreckers are required to be operationally ready at all times.
- 3.8.11. Violation or non-compliance for any zoning law, regulation or any condition imposed by any governmental agency under special land use as determined by the City.
- 3.8.12. Failure to comply with any other provision of the Contract.

3.9. Background and Reference Checks

- 3.9.1. The Contractor agrees to screen all persons who will perform work or serving under a contract with the City by utilizing the State of Michigan Internet Criminal History Access Tool (ICHAT). Contractor has a continuing obligation to assure that a person does not become ineligible to perform work after the date of the search.
- 3.9.2. The Contractor shall not permit persons who have been convicted of the following types of crimes to perform work or services pursuant to the contract with the City:
 - 1) Physically violent crimes
 - 2) Criminal Sexual Conduct
 - 3) Weapon charges
 - 4) Sale or manufacturing of drugs or explosives
 - 5) Arson
 - 6) Theft
- 3.9.3. The Contractor shall obtain a complete driving record of all persons providing work or service for the City under a contract identifying driving violations, including CDL (Commercial Driver License). Contractor shall only permit persons with an unrestricted valid driver's license and those who comply with the requirements herein operate vehicles and/or wreckers under the contract. Contractor (or subcontractor) as well as the individual

who will be driving shall complete and sign a driving record statement as provided below. Any such person with the convictions noted below will automatically be disqualified from providing work or services under the contract to the City of Portage.

- 1) Conviction of a driving related felony.
- 2) Any conviction of operating vehicles under the use of alcohol or drugs.
- 3) Loss of driving privilege through suspension or revocation of license due to an unsatisfactory driving record as defined by the Michigan Department of State driver's license point system. .
- 4) An at-fault accident resulting in a fatality (an at-fault accident is defined as one in which the employee had been fined, sued and received an adverse judgment, applicant's insurance company settled for damages to other party or applicant settled out of court or otherwise may be determined to be liable).
- 5) *Exception: Employees who maintain a driving record free of license suspension or revocation and moving violation conviction(s) or civil infraction determination(s) in the five years previous to the date of the contract with the City may be accepted*

3.9.4. If at any time the Contractor submits different employees for work under this contract, the Contractor shall provide the same background, drivers license violations and reference checks for said employee for consideration by the City.

3.9.5. A driving record statement (below) shall be submitted to the City at the time of the bid award for every driver who will perform services under this contract.

Driving Record Statement

Name _____

Drivers License No. _____

I, the driver, confirm that I am eligible to drive a vehicle under the City policy above and will maintain an unrestricted valid driver's license at all times.

Employee Signature

Date

I, representing the Contractor, certify that the above indicated employee has a valid driver's license and adequate driving record as of this date and have made all background checks required.

Employer Signature

Date

Reference Checks: The Contractor will obtain references from previous employers for recommended temporary employees.

4. **INFORMATION SHEET** Each Bidder must also complete the following statements:

4.1. Firm Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

4.2. Please indicate the response that best describes your business:

____ Sole Proprietor ____ Partnership ____ Corporation

____ Other (please explain) _____

4.3. Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under the current Firm name for the duration of the project?

____ Yes ____ No

If yes, please explain (use additional Page)

4.4. Is your Firm up for sale? ____ Yes ____ No

If yes, please explain (use additional page).

4.5. Number of wreckers or flat bed vehicles in service at present time which will respond to City calls.

	Year	Make	GVW	Tons (Capacity)
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

(List here or attach equipment list.)

4.6. Are all vehicles in 3.7.10 equipped with radios or cell phones?

Yes _____ No _____

4.7. Are the wreckers presently covered by insurance to the full extent specified in the Instructions to Bidders except naming City of Portage as co-insured?

Yes_____ No_____

4.8. Are wreckers and personnel available 24 hours per day, 7 days per week?

Yes_____ No_____

4.9. Is impound lot and inside storage available to Portage Police personnel and vehicle owner 24 hours per day, 7 days per week?

Yes_____ No_____

4.10. Is impound lot within a 15 mile radius of the City of Portage corporate limit?

Yes_____ No_____

4.11. Describe how the impound lot inventory will be recorded and provided to the Portage Public Safety Department.

4.12. Describe the video and security system used in the impound lot (use additional page if necessary).

4.13. The owner agrees that the Portage Public Safety Department may conduct a background investigation of the owner and all other persons performing work under this contract.

_____Yes _____No

4.14. Prior to contract award contractor shall provide a list of all persons and related information doing work under this contract. Do you agree to provide such list?

_____Yes _____No

4.15. List persons to contact and telephone numbers:

Normal working day:_____

Night Time (if different)_____

Weekends (if different)_____

Location of wreckers, if other than mailing address:_____

4.16. Location of approved impound lot: _____

4.17. Provide a current satisfactory audit from the Michigan Public Service Commission (MPSC) concerning your equipment and business operations.

4.18. Provide a copy of MPSC certificate or Unified Carrier Registration (UCR).

4.19. Provide the name of the governmental entity issuing approval for the storage facility/impound lot.

4.20. Attach documentation from that governmental unit demonstrating compliance of all applicable local ordinances and regulations for the storage facility/impound lot.

4.21. Is the storage facility/impound lot owned or leased? Owned Leased

If leased, provide copy of lease agreement. If owned, provide a copy of the deed.

4.22. Documentation of the financial condition of the Contractor's companies and all other companies the Contractor is doing business as.

4.23. Copy of current Better Business Bureau rating

4.24. Letter from Contractor's lending institutions verifying capability to perform the work outlined in the contract specifications.

4.25. Copy of most recent MIOSHA report for Contractor's businesses

4.26. References from other public entities for similar work performed

4.27. Describe the computerized software tracking system utilized as required in Section 3.1.17.

5. CITY OF PORTAGE BID

I, the undersigned, propose to furnish, at the bid price shown, Towing and Impound Lot Services, per specifications supplied by the City of Portage. Estimated yearly quantities are not exact and are for bid purposes only, actual service levels will vary.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON A SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS SHEET.

	Estimated Yearly Quantity	Unit Price	Price (Est. Quantity x Unit Price)
A. General Service Call (out of gas, flat tire, stalled, dead battery)	170	\$_____	\$_____
B. Towing (non-accident)			
1. Requiring standard type wrecker or flat bed vehicle to tow a vehicle of 3/4 ton size or smaller from any place in the City of Portage to any place within three miles of direct route from point of pickup.	500	\$_____	\$_____
2. Per mile charge for towing beyond three miles from direct route from point of pickup to destination.	2,000 (miles)	\$_____	\$_____
C. Towing (accident)			
3. Requiring standard type wrecker or flat bed vehicle to tow a vehicle of 3/4 ton size or smaller from any place in the City of Portage to any place within three miles of direct route from point of pickup.	170	\$_____	\$_____
4. Per mile charge for towing beyond three miles from direct route from point of pickup to destination.	800 (miles)	\$_____	\$_____

D. Stuck Calls

DRAFT CONTRACT AGREEMENT

Following is a “draft copy” of the contract that will be executed by the City and the Contractor for the completion of this project.

CITY OF PORTAGE
CONTRACT

THIS CONTRACT made the ____ day of _____, 2014, by and between _____ hereinafter called the “Contractor,” and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the “City.”

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for Towing and Impound Lot Services all in strict accordance with the Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor’s bid and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices for material and labor as set forth in the conformed copy of the Contractor’s proposal as filed with the City on the _____ day of _____ as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached

ARTICLE III - ASSIGNMENT AND SUBCONTRACTORS

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. Notice to Bidders
3. Instructions to Bidders
4. Definition of Terms
5. Specifications
6. Bidder Information Sheet
7. Contractor's Proposal (or bid)

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

By: _____
Signature

Print name and Title

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

By: _____
Maurice S. Evans, City Manager

Approved as to Form:

Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

A. **If the contractor is a corporation, the following certificate must be executed:**

I, _____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a
corporation in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. I certify that the contract between the City of Portage
and _____, Inc. was validly executed on behalf of the
print or type name of corporation
corporation by _____ who was then the _____
print or type name print or type name of title
of said corporation and has the authority to bind the corporation to the contractual agreements
pursuant to the authority of its governing body and by-laws and is within the scope of its corporate
powers.

Print or type name of corporation

Dated: _____, 20____ By: _____
Its: _____

B. **If contractor is an LLC, the following certificate must be executed:**

I, _____, certify that I am a member of the
print or type name
Limited liability company named as Contractor in the contract and that such LLC is in good
standing in the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. I certify that the contract between the City
of Portage and _____ LLC was validly executed on behalf
print or type name of LLC
of the LLC by _____ who was then a member of said
print or type name
LLC and has the authority to bind the LLC to contractual agreements and that such contract is
within the scope of its powers.

Print or type name of LLC

Dated: _____, 20____ By: _____
Its: _____

C. If the contractor is a sole proprietorship/partnership, the following certificate must be executed:

I, _____, certify that I am the
owner/partner of the company named as Contractor in the contract and that I have the authority to
bind _____, to contractual
agreements.

Print or type name of company/DBA

Dated: _____, 20____ By: _____
Its: _____

Notes to Certificate:

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.
 2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
 3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.
 4. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.
 5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.
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