

BIDDERS COMPANY NAME

Bidder is applying to cover towing
Area(s)

1. _____
2. _____
3. _____

REQUEST FOR PROPOSAL

#6536

TOWING SERVICES

FOR

WASHTENAW COUNTY

SHERIFF'S OFFICE

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
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WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6536

July 22, 2010

Washtenaw County Purchasing Division on behalf of The Washtenaw County Sheriff's Office is issuing a Sealed Request for Proposal (RFP) #6536 for TOWING SERVICES.

Pre-Bidders Conference: An optional bidders conference will be held on Friday, July 30, 2010 at The Washtenaw County Sheriff's Office at 3:00 PM.

Sealed Proposals: Bidder will deliver one (1) original and **two (2)** copies to the following address:

Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O.Box 8645
Ann Arbor, MI. 48107

by 2:00 p.m. on Friday, August 13, 2010

This submission shall include the entire Request for Proposal document, requested attachments, and any amendments if issued.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked "**SEALED RFP # 6536**".
- Please direct purchasing and procedural questions regarding this RFP to **Robert Devault** at **734-222-6760** or devaultb@ewashtenaw.org
- Please direct technical questions regarding this RFP to **Jim Damron** at **734-973-4703** or damronj@ewashtenaw.org

Thank you for your interest.

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I. PROPOSAL

- Definitions:**
- “County”** - is Washtenaw County in Michigan.
 - “Bidder”** - an individual or business submitting a bid to Washtenaw County.
 - “Contractor”-** One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Washtenaw County Purchasing Division is accepting proposals for providing towing services and impoundment of vehicles and related requests generated by The Washtenaw County Sheriff's Office.

II. PROPOSAL TERMS

- A. Washtenaw County reserves the right to reject any and all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by The Washtenaw County Sheriff's Office to be in the best interest of The Washtenaw County Sheriff's Office even though not the lowest bid.
- B. Proposals must be signed by an official authorized to bind the Contractor to its provisions for at least a period of 60 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned. To be considered, proposals must be at the Washtenaw County Purchasing Division on or before the date and time specified.
- D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- E. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the Washtenaw County Purchasing Office to the mutually agreed to date of contract.
- F. Note the Towing area boundary's description in Appendix A. Please read carefully to determine which areas you can submit a bid for.

III. CONTRACTOR INFORMATION

The proposal must include all the following information. Failure to supply any of this information could result in disqualification of the vendor.

- A. Provide the total years in business and years in the towing business under the name stated on the Signature Page.

(Attach as Addenda A)

If the Bidder has less than five (5) years of towing experience, provide a list of three references for which the company has provided the services as specified in this RFP for each year of business.

(Attach as Addenda A1)

- B. List names of employees who are currently employed to provide service specified in the RFP. Indicate how long employee has worked for the Bidder and how long each has worked in the towing business. List any training courses that the employee has attended that might be relevant to the ability to service this contract. Also, indicate the address of the office where each works at least 50% of each week. Also, list Date of birth, Driver Licenses Number and Endorsements of each employee.

(Attach as Addenda B)

- C. Detail ability to provide service 24 hours per day if needed by The Washtenaw County Sheriff's Office.

(Attach as Addenda C)

Describe procedure for logging and dispatch of service calls.

(Attach as Addenda C1)

- D. State the location of the primary service point from which you will serve the geographical area[s] you are bidding on. Also state the hours of operation, storage, yard and lot information, and truck information. (Per pages 27 – 30)

(Attach as Addenda D)

- E. **References:** List five (5) references for which the company has provided the services as specified in this RFP. Include company name, contact name and phone number.

(Attach as Addenda E)

- F. Bidding contractor must be legally established as a towing business (i.e. registered with the County Clerk as an assumed name business, or registered with the State of Michigan as a corporation) with a base of operations within the County of Washtenaw **PRIOR TO THE OPENING OF THE RFP.** (Attach copy of supporting documents).

(Attach as Addenda F)

- G. Bidding contractor must **OWN** or have **EXCLUSIVE**, signed lease to **SECURE** storage area (see contract specifications) **PRIOR TO** submitting documents (deed with legal description, lease, etc.). If lease, must be valid through contract term. (Attach copy of supporting documents).

(Attach as Addenda G)

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- H. Bidding contractor must provide following information for **EACH** service vehicle: If a bidding contractor owns more than one company it will be their responsibility to provide company information for any and all companies which will provide service under this RFP. All companies and equipment that will provide service under this RFP must be inspected and certified in accordance with the provision of the RFP. After the bid is awarded, it will be at the option of the owner as to which companies equipment responds to a request for service and which yard he stores the vehicle at. The primary company will be responsible for dispatching his own trucks and it will be the driver's responsibility to notify the officer on the scene as to which yard the vehicle will be stored at.

(Include the following information on Appendix B at the end of the RFP)

1. Vehicle class
 2. Make, Year, Model and GVW rating of chassis
 3. Number, capacity and type (fixed or moveable - manual or hydraulic, etc.) of booms
 4. Number and size of winches
 5. Size and quantity of cable for each winch
 6. Lift type(s), i.e. sling, wheel lift, chassis lift, roll back, etc.
 7. Rear wheel/axle configuration, i.e. duels, tandem duels, etc.
 8. Furnish copy of each vehicle registration. If the vehicle is leased the leasing company must be on the registration. If the leasing company is not on the registration, a copy of the lease agreement must be furnished.
 9. Any additional equipment
 10. **Photographs showing required lettering and registration plate.
(Attach as Addenda H)**
- I. Those companies wishing to bid for contract towing services must operate a place of business within the area for which the bid is made, or within an adjoining towing area as currently established by The Washtenaw County Sheriff's Office.

V. BID POINTS

The towing contractor will gain or have points deducted from their score depending on their responses in the bid and any additional information that The Washtenaw County Sheriff's Office receives during the evaluation and inspection. A list of possible points that the vendor can have added or deducted from their score are as follows. The final award will be based in part by the number of points each vendor has accumulated by the end of the evaluation process.

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Note: A + means the bidder could be awarded points for meeting this requirement. While a - means the bidder could lose points for these conditions. The number of points that could be added or deducted for each condition is indicated by number of + or - next to the condition.

A: LOCATION POINTS

Contractor will receive an additional point for each of the location conditions verified by The Washtenaw County Sheriff's Office.

- +++++ 1. Business office is located in the towing area as currently established by the Washtenaw County Sheriff's Office. (Maximum 5 points)
- ++ 2. Storage lot located in or easily accessible to contract area. (Maximum 2 points)
- + 3. Business office located at or adjacent to storage lot. (Maximum 1 point)
- ++ 4. Office and/or Lot staffed 24 hours per day, to provide vehicle release services. (Maximum 2 points)
- ++ 5. Dispatch staffed 24 hours per day, to provide dispatching services (Maximum 2 points)
- + 6. Location is well lighted and easily accessible. (Maximum 1 point)
- + 7. Business is readily identifiable from the road with name and street address clearly marked. (Maximum 1 point)

FOR A: THE MAXIMUM ADJUSTMENT IN POINTS (ADDED) IS FOURTEEN (14).

B: EQUIPMENT POINTS

Contractor will receive additional points as follows for equipment and drivers.

- ++ 1. One point for each additional truck available **for each area bid** on a 24 hour basis, (in addition to the minimum contract requirement of two (2) trucks, (Maximum 2 points).
- ++ 2. One point for each additional driver available **for each area bid** on a 24 hour basis, (in addition to the minimum contract requirement of two (2) drivers, (Maximum 2 points).
- ++ 3. Each additional Class "B" unit. (Maximum 2 points)
- ++ 4. Each additional Class "C" unit. (Maximum 2 points)

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- ++ 5. Each additional Class "D" unit (Maximum 2 points)
- + 6. AUTHORIZED PROVIDER OF A NATIONALLY RECOGNIZED ROAD SERVICE. (Maximum 1 point)

FOR B: THE MAXIMUM ADJUSTMENT IN POINTS (ADDED) IS ELEVEN (11).

C LICENSE POINTS

To be awarded all five points for item -1. all trucks listed in the bid must meet the following requirements. The bidder will be awarded fewer points for each declared truck that does not meet the requirement. For instance a magnetic sign on a truck does not meet the lettering requirement.

- +++++ 1. All equipment must be properly licensed, painted or vinyl lettering, numbered **AND IN GOOD OPERATING CONDITION**, (Maximum 5 points).
- ++++ 2. Majority of vehicles inspected and certified by the State of Michigan (MPSC) (Maximum 4 points)

FOR C: THE MAXIMUM ADJUSTMENT IN POINTS (ADDED) IS NINE (9).

D: CLEANLINESS POINTS

Contractor will receive or be deducted points based on the cleanliness and professional appearance of the operations.

- +++++ 1. Majority of personnel in clean and neat uniforms including drivers, lot personnel and counter personnel. (Maximum 5 points)
- +++++ 2. Majority of vehicles washed and clean. (Maximum 5 points)
- +++ 3. Majority of vehicles new or newly painted. (Maximum 3 points)
- 4. Majority of personnel not in clean and neat uniforms including drivers, lot personnel and counter personnel. (Maximum 5 points)
- 5. Majority of vehicles not washed and clean. (Maximum 5 points)
- 6. Majority of office and lot does not have a professional and clean appearance. (Maximum 3 points)

FOR E: THE MAXIMUM ADJUSTMENT IN POINTS (ADDED or DEDUCTED) IS THIRTEEN (13).

F. PERSONNEL

Due to increased costs associated with providing medical insurance benefits to employees, contractors will be awarded two points for providing medical insurance to their employees.

- ++ 1. Majority of employees are offered medical insurance benefits within 90 days of employment. Copy of proof of insurance bill will be supplied to The Washtenaw County Sheriff's Office every 6 months. (Maximum 2 points)

**FOR F: THE MAXIMUM ADJUSTMENT IN POINTS (ADDED)
IS TWO (2).**

VI. PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of contract provisions that will become a part of any formal agreement.

I. DEFINITIONS

- A. "The Washtenaw County Sheriff's Office" includes any agency and any employee of any agency that is under contract for dispatch services with, or a member of The Washtenaw County Sheriff's Office, including Michigan State Police and the City of Ann Arbor.
- B. "Police Agency" refers to any law enforcement agency under contract or authorizing towing services for dispatch with The Washtenaw County Sheriff's Office.
- C. "Police Officer" is any sworn law enforcement officer employed by a law enforcement agency that is under contract for dispatch services with The Washtenaw County Sheriff's Office.
- D. "Towing Company" includes the owner(s) of the contracting towing service and any and all employees of said towing service.
- E. "Road Service" is simple service to vehicles requiring a jump, gas, tire change, vehicle lock out, or air to inflate a spare tire.
- F. "Basic Tow" is the simple hook up and transport of a vehicle.
- G. "Class A Towing" is towing of a vehicle (DOT Vehicle Classification Type: Light Duty Class 1 and Class 2) that requires no more than a Class A rated tow truck. See Appendix "C" for the definition of a Class A wrecker and Appendix "D" for the DOT Vehicle Type Classifications.
- H. "Class B Towing" is towing of a vehicle (DOT Vehicle Classification Type: Medium Duty Class 3 and Class 4) that requires no more than a Class B rated tow truck. See Appendix "C" for the definition of a Class B wrecker and Appendix "D" for the DOT Vehicle Type Classifications.

- I. "Class C Towing" is towing of a vehicle (DOT Vehicle Classification Type: Medium Duty Class 5 and Class 6) that requires no more than a Class C rated tow truck. See Appendix "C" for the definition of a Class C wrecker and Appendix "D" for the DOT Vehicle Type Classifications.
- J. "Class D Towing" is towing of a vehicle (DOT Vehicle Classification Type: Heavy Duty Class 7 and Class 8) that requires no more than a Class D rated tow truck. See Appendix "C" for the definition of a Class D wrecker and Appendix "D" for the DOT Vehicle Type Classifications.

II. STORAGE AREA AND EQUIPMENT

- A. Prior to bidding on this contract, and throughout the term of this contract, the Towing Company shall have a secure vehicle storage area of suitable size, properly zoned and adequately fenced. The storage area must be capable of holding a minimum of twenty (20) passenger size vehicles and at least two (2) maximum-size tractor-trailer combinations simultaneously. The vehicle storage area shall be located within, or in close proximity to, the geographical area as shown on Appendix A (Geographical Area), attached to and made a part of this contract. The vehicle storage Area shall be accessible only by the Towing Company. Documentation of zoning compliance and ownership or exclusive lease of the storage facility is required and shall be attached to this contract.
- B. If the Towing Company is unable to store a vehicle because there is insufficient storage area, the Towing Company shall immediately notify the appropriate Police Agency to remove the vehicle and all storage fees shall be waived.
- C. The Towing Company shall maintain a minimum of two (2) Class A trucks and two drivers on call to respond to requests for services under this contract twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The Towing Company shall maintain an effective means of communication with all trucks/drivers at all times. The Towing Company shall maintain all equipment in safe, legal operating condition at all times and shall equip all vehicles with rotating amber or red lights visible from three hundred sixty (360) degrees.
- D. The Towing Company shall make its equipment and facilities available for inspection by The Washtenaw County Sheriff's Office or its designee at any time during normal business hours without prior notice.
- E. If the Towing Company fails to maintain its equipment in good repair at any time during this contract, The Washtenaw County Sheriff's Office may immediately cancel this contract pursuant to Section XII.
- F. The Towing Company MUST provide two (2) vehicle storage spaces at NO CHARGE to The Washtenaw County Sheriff's Office for its use indefinitely while being held as evidence. At a minimum, each space must accommodate a 1-ton pickup size vehicle.
- G. All vehicles impounded shall be stored in a well-lighted storage lot, fenced with three strand barbed wire, a minimum six feet high, with all gates securely locked and a responsible person in charge of the business twenty four (24) hours a day.

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- H. Towing and impoundment services provided by the designated towing company(s), including but not limited to storage lot, shall be conducted so as not to create a nuisance to passing motorists and/or surrounding premises, or be in violation of Federal or State statutes or local laws governing the site of business.
- I. The vehicle storage yard will have normal business hours and will be open Monday through Saturday. Hours of operation shall be a minimum of eight (8) consecutive hours Monday through Friday and a minimum of four (4) consecutive hours on Saturday. Sundays and holidays are optional. In addition, upon request, arrangements may be made to release vehicles on an individual basis outside normal business hours.
- J. Vehicles, stored in the vehicle storage yard(s), shall be parked as to allow two (2) feet of space between them and adjacent vehicles. Storage charges shall not be assessed for the first 12 hours of storage.
- K. The Towing Company MUST collect the County administration fee of \$60 associated with each tow and remit those fees to The Washtenaw County Sheriff's Office on a monthly basis with certain reporting requirements. The Towing Company will not incur additional expenses related to the reporting requirements (software, etc.)
- L. PAYMENT: Contractor shall accept all of the following methods of payment, subject to proper identification and verification of available credit funds through appropriate agencies:
 - 1. U.S. Currency
 - 2. Visa or Master Card credit or debit cards
 - 3. Personal checks and share drafts from financial institutions located within Washtenaw County
- M. All aisle ways, off which vehicles are parked, shall be constructed to allow for drainage during inclement weather.
- N. Any items removed from the vehicle by the designated towing company(s) shall be inventoried and stored in a locked, secured indoor area. A tag shall be affixed to the items indicating, at a minimum, The Washtenaw County Sheriff's Office impound and complaint number.
- O. Procedures for Impoundment:

The below Ordinance/State laws must be adhered to when an impoundment is necessary:

Vehicle trespass.

 - (1) No person shall park a motor vehicle on private property without the consent of the property owner.
 - (2) No person shall park a vehicle on publicly owned property without the consent of the public body owning the property unless the vehicle is

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parked in an area open to the public and designated for public parking of vehicles.

- (3) If a vehicle is parked in violation of subsections (1) or (2), the owner of the property may have the vehicle impounded by a business engaged in the towing and storage of vehicles if that business has a contract for such services with The Washtenaw County Sheriff's Office.
- (4) Prior to the impoundment of a vehicle pursuant to subsection (3), the owner or authorized agent of the owner of the property shall execute an impoundment authorization in the form approved by The Washtenaw County Sheriff's Office. The business impounding the vehicle must convey to The Washtenaw County Sheriff's Office the impoundment form and information identifying the vehicle immediately after impounding it. The business releasing an impounded vehicle must notify The Washtenaw County Sheriff's Office within an hour of the release. Impounded vehicle release notifications may be made by telephone.
- (5) No person shall impound a vehicle, release an impounded vehicle, or authorize the impoundment of a vehicle without following the procedures of this section. Violation of this subsection may be punished by a fine not to exceed \$500.00.
- (6) Prosecution for violations of subsections (1) and (2) must be based on a written complaint on a form provided by The Washtenaw County Sheriff's Office and signed by the owner of the property or the owner's authorized agent.

Wrecker Personnel, Requirements and Availability

- A. The successful towing company(s) will provide The Washtenaw County Sheriff's Office with a list of the names and addresses of all current employees/drivers and shall notify The Washtenaw County Sheriff's Office of all changes in employees/drivers. Any and all employees/drivers shall be licensed as provided by applicable Federal, State, and local laws and ordinances. Additionally, there must be proper licensure of business and vehicles meeting all the requirements of the State of Michigan. Also, all employees must be sufficiently trained in the proper handling of vehicles so as to prevent damage to any vehicle resulting from their being towed. As a part of the process, a background investigation will be conducted on the towing company and each employee. Documentation must be provided certifying that the person signing the bid is the majority stockholder in the firm.
- B. The awarded contractor(s) shall maintain adequate staffing in order to ensure proper response to any and all Police requirements of impounding vehicles; and moreover, subject to the approval of The Washtenaw County Sheriff's Office, shall provide back-up staffing from any other source should normal staff levels decline.

General

- A. The successful bidder will provide an individual, whose vehicle is being impounded, a business card stating company name, address, phone number and

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applicable rates outlined in Section Pricing. CHARGES OTHER THAN THOSE STATED IN THE PRICING SECTION WILL NOT BE ALLOWED.

- B. The towing contract may not be assigned or sub-contracted without the prior written consent of The Washtenaw County Sheriff's Office. Further, the principal agrees not to sell or assign their interests in the company without prior consent of The Washtenaw County Sheriff's Office. Further, the successful towing contractor warrants and represents that it is familiar with the towing and impoundment requirements of The Washtenaw County Sheriff's Office and is capable of rendering all services as required herein.
- C. No Police scanners will be allowed in the Contractor's towing vehicles.
- D. The awarded contractor will display their company name and phone number prominently and permanently on all tow vehicles used in accordance with this contract. Also, all tow vehicles will have a broom, shovel and a fully charged fire extinguisher available at all times and shall be responsible for cleaning up towing scenes as part of the contracted service.
- E. The awarded contractor(s) shall tow and store all vehicles being held from the existing tow firm at no charge to The Washtenaw County Sheriff's Office.

III. SERVICE RESPONSE BY TOWING COMPANY

- A. Geographical Area
 - 1. Upon request of The Washtenaw County Sheriff's Office, the Towing Company shall promptly dispatch suitable equipment to provide appropriate service to designated vehicles.
 - 2. The Washtenaw County Sheriff's Office agrees to call the Towing Company to service all designated vehicles found within the Towing Company's geographical area, except in those cases as follows a) where the vehicle owner, operator, or agent of the owner expresses a preference for a particular towing company provided however the requested Towing Company can respond in a timely manner as determined by the police agency, or b) when a police agency makes a request for a specific Towing Company with specialized equipment and training (i.e. dive rescues)
 - 3. The Washtenaw County Sheriff's Office agrees to call the area contractor to service all impounded vehicles.
 - 4. The Towing Company shall not send a truck to a police incident outside the Towing Company's geographical area without the direct authority of The Washtenaw County Sheriff's Office. If, while enroute to provide a private service, the Towing Company encounters a police incident requiring service outside of the Towing Company's geographical area, the Towing Company may provide emergency service only. The Towing Company shall not solicit or encourage a request for service. Failure to comply with this Paragraph is grounds for termination of this contract pursuant to Section XII.

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5. If The Washtenaw County Sheriff's Office requests the Towing Company to service a vehicle which is not located within the Towing Company's geographical area, Towing Company shall immediately advise The Washtenaw County Sheriff's Office that the vehicle is not located within Towing Company's geographical area. If Towing Company fails to so advise The Washtenaw County Sheriff's Office and the Towing Company commences actual service, the Towing Company will reimburse the area contractor 50% of the fees if that towing company requests payment by the Towing Company.
6. To simplify the process of dispatching wreckers for The Washtenaw County Sheriff's Office, the Towing Company agrees to accept requests for service in their area for nationally recognized road service providers for whom they are authorized to provide service for. The Towing Company may provide this service themselves or may elect to contact another authorized provider, at their discretion. The Towing Company shall charge rates for this request associated with their nationally recognized road service contract, not cash or The Washtenaw County Sheriff's Office contract rates.

B. Timeliness

1. Requests for service received by the Towing Company from The Washtenaw County Sheriff's Office, Police Officer or Police Agency shall receive first response priority twenty four (24) hours per day, three hundred sixty-five (365) days per year.
2. If a call requesting service is canceled prior to the Towing Company's wrecker actually providing service, The Washtenaw County Sheriff's Office, the Police Agency, or owner/operator of the vehicle will not be obligated to compensate the Towing Company.
3. In the event that (a) the Towing Company notifies The Washtenaw County Sheriff's Office that it cannot handle the call, or (b) the Towing Company does not respond to the call within 20 minutes after being notified by The Washtenaw County Sheriff's Office, or (c) the Towing Company, once on the scene, is unable to handle the tow in an expeditious manner, the Police Officer at the scene may request the nearest available contracted towing company to provide the needed service. If the Towing Company is unable to respond and there is an emergency, the nearest available towing service may be utilized to right or stabilize vehicles whether or not it is under contract with The Washtenaw County Sheriff's Office.
4. If the Towing Company fails to answer its telephone in person after ten (10) rings or if the Towing Company indicates that it cannot immediately handle a call, The Washtenaw County Sheriff's Office shall notify the Towing Company in writing of noncompliance with this contract. Upon the occurrence of three (3) such written notices within a twelve (12) month period, The Washtenaw County Sheriff's Office shall have the right to immediately cancel this contract pursuant to Section XII.

IV. STORAGE OF PERSONAL PROPERTY OTHER THAN VEHICLES

- A. The towing Company may be required to tow and store personal property which does not qualify as "vehicles" (as defined by MCL 257.79) at no cost to Washtenaw County Sheriff's Office or the requesting Police Agency with the exception of manufactured homes that are left abandon. These are to be handled by the Washtenaw County Road Commission if left on the roadway or the property owner if on private property. The Towing Company shall store personal property in its storage lot, unless otherwise directed by Washtenaw County Sheriff's Office, a Police Agency, or a Police Officer. The Towing Company shall immediately contact the Police Agency's property officer during regular business hours to arrange for the transfer of such items to a location designated by the property officer.
- B. The Towing Company agrees to store evidence without charge upon the request of The Washtenaw County Sheriff's Office or a Police Officer.

V. COMPLIANCE WITH MICHIGAN SAFETY LAWS

As part of this contract, the Towing Company shall furnish a copy of its written policy as to its compliance with Michigan Safety Belt Law, MCL 257.710e, Driving While Intoxicated and Reckless Driving Laws, MCL 257.625 et seq., and appropriate emergency lights, MCL 257.698 (5) (f). The written policy shall include documentation of the information the drivers must know, training techniques, and methods for monitoring compliance by all employees of the Towing Company with these laws as well as any policies regarding other safety laws that the Towing Company shall establish on its own.

Towing Company personnel are to adhere to the new Michigan compiled law 257.602b as it prohibits texting within a motor vehicle. In addition, Towing Company must comply with all local laws and ordinances.

VI. COMPLIANCE WITH MCL 257.252a-g

- A. Abandoned Vehicles:
 - 1. All vehicles not redeemed by the owner within the time provided by law shall be deemed abandoned and disposed of in accordance with MCL 257.252a-g.
 - 2. In addition to any statutory requirements of MCL 257.252 (a-g), the Towing Company must advise the appropriate Police Agency of all vehicles not redeemed by their owners within one (1) week of any vehicles coming within the custody of the Towing Company. However, Towing Company is not to permit redemption of impounded vehicles or their contents without permission of the appropriate Police Agency. Failure to comply with this Section is grounds for termination of this contract at the election of The Washtenaw County Sheriff's Office pursuant to Section XII.
 - 3. Sales of abandoned vehicles shall be conducted in accordance with MCL 257.252g. The Towing Company shall provide suitable space at the

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storage area to conduct sales consistent with the Act. The Towing Company shall pay for all advertising for such sales.

4. The minimum acceptable bid at such sales shall be the sum equal to all accumulated charges, unless these charges are or have been waived by the Towing Company. If no acceptable bid is obtained, the Towing Company shall be deemed the purchaser unless the Police Agency pays the charges and takes possession of the vehicle. The Washtenaw County Sheriff's Office and Police Agencies shall not be responsible for the payment of any charges (service, towing, storage, etc.)
5. The Washtenaw County Sheriff's Office shall receive any money from the sale of these vehicles, after payment according to MCL 257.252g (2) (a-d).
6. Abandoned scrap vehicles shall be processed in accordance with the provisions of MCL 257.252b.

B. Title to Abandoned Vehicles:

1. The Towing Company may apply for a title to an abandoned vehicle after complying with the statutory requirements of MCL 257.252a-g.
2. The Towing Company bears the expense of all service charges for each vehicle for which they obtain title.
3. If the vehicle was removed at the request of a law enforcement agency, the Towing Company shall contact the law enforcement agency which requested removal for processing as an abandoned vehicle.

VII. STORAGE AND REDEMPTION OF VEHICLE

A. If the vehicle has not been redeemed within seven (7) days after moving the vehicle, The Washtenaw County Sheriff's Office shall notify the Secretary of State within 24 hours. The Secretary of State will send notice to the registered owner of the vehicle, per MCL257.252(a). This notice includes the status and location of the vehicle, the procedure to redeem the vehicle, and the procedure to contest the status or towing and storage fees of the vehicle.

1. The owner may file a petition in person or by mail with the appropriate District Court which requests a hearing on The Washtenaw County Sheriff's Office action.
2. The petition must be filed within 20 days from the date the registered owner first receives notice in the mail. A copy of the petition will be included with the notice.
3. The owner of a vehicle who requests a hearing may obtain release of the vehicle by paying the towing and storage fees, or by posting a towing and storage bond with the appropriate District Court in an amount equal to the accrued towing and storage fees to the Towing Company.
4. After failure to redeem the vehicle or to request a hearing within 20 days from the date the registered owner first receives the notice, the secured

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party may obtain release of the vehicle by paying the towing, storage and abandoned vehicle fee.

5. If the registered owner or the secured party does not redeem the vehicle, it may be sold at public auction, and the owner loses all rights to the vehicle. Public notice will be published at least five days before the sale in a newspaper within Washtenaw County.
6. Prior to release of any impounded vehicle, the Towing Company MUST verify that the vehicle has valid insurance, license plate, registration and the driver of the released vehicle must possess a valid driver license.
7. Not less than 20 days after the disposition of the hearing described in subpart (a) (vii), the Towing Company shall offer the vehicle for sale at a public sale unless the vehicle is redeemed. The public sale shall be held pursuant to subsection (g).
8. If the ownership of a vehicle which has been removed under this section cannot be determined either because of the condition of the vehicle identification numbers or because a check with the records of the Secretary of State does not reveal ownership, the Contractor may sell the vehicle at public sale pursuant to subsection (g), not less than 30 days after public notice of the sale has been published.
9. A public sale for a vehicle removed by the Towing Company shall be conducted in the following manner:
 - (a) It shall be under the control of the Towing Company.
 - (b) It shall be open to the public and consist of open auction bidding or bidding by sealed bids. If sealed bids are received, the person submitting the bid shall receive a receipt for the bid from the Contractor.
 - (c) Except as provided in subsection (f), above, it shall be held not less than 5 days after public notice of the sale has been published.
 - (d) The public notice shall be published at least once in a newspaper having a general circulation within Washtenaw County. The public notice shall give a description of the vehicle for sale and shall state the time date, and location of the sale.
10. The money received from the public sale of the vehicle shall be applied in the following order of priority.
 - (a) Towing and storage charges.
 - (b) The remainder shall be distributed as follows:
 - (1) \$100.00 to The Washtenaw County Sheriff's Office for costs incurred for holding the auction.
 - (2) To the secured party, if any, in the amount outstanding on the vehicle, or the amount received from the public sale,

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after deduction of the towing and storage charges and The Washtenaw County Sheriff's Office costs, whichever is less.

- (3) The remainder shall be remitted by the Towing Company to the Secretary of State, Department of Treasury, per MCL 257.252(g).

11. If there are no bidders on the vehicle, the vehicle shall be turned over to the Towing Company to satisfy charges against the vehicle unless The Washtenaw County Sheriff's Office decides to obtain title to the vehicle by paying the towing and storage charges and applying for vehicle title. If the vehicle is turned over to the Towing Company pursuant to this subsection, the Towing Company shall be responsible for obtaining a salvage certificate of title within 15 days.

- B. Before towing any impounded vehicle from the scene as requested by a Police Officer, the Towing Company shall (1) obtain an identification of the vehicle from the Officer at the scene; (2) take an inventory listing the contents of the vehicle; and (3) jointly sign this inventory with the Officer. Verifying and signing an inventory initiated by the Police Officer shall be acceptable in lieu of an inventory taken by the Towing Company only if that agency has a policy to do an impound inventory sheet.
- C. The Towing Company may not permit an owner to redeem an impounded vehicle or remove any of its contents without written permission from the appropriate Police Agency. Failure to comply with this section is grounds for termination of this contract, pursuant to Section XII.
- D. The Towing Company may not assert a lien for storage or service against the personal property found in a vehicle. A lien may be asserted only against a vehicle itself. The towing company with approval from Central Dispatch Division will release personal property in the vehicle. Personal property is defined, as anything not attached to the vehicle either bolted in or directly wired into the vehicle. Approval shall be a vehicle release form or phone authorization.
- E. The Towing Company shall provide facilities within the geographical area for the redemption of vehicles twenty-four (24) hours a day, three hundred Sixty-five (365) days per year.
- F. Upon payment of charges (service, mileage, storage, etc.), if applicable, and the receipt of a signed Police Agency's standard release form, the Towing Company shall release any vehicle subject to redemption under MCL 257.252a-d to the registered owner. Police agencies shall use good faith efforts to insure that towing and storage bills of vehicles impounded at that police agency are paid before such vehicles are released.
- G. The Towing Company shall notify The Washtenaw County Sheriff's Office and the appropriate Police Agency of all vehicles released to registered owners or for which the Towing Company has received a title under MCL 257.252a-g.

VIII. RECORDS

- A. Receipts must be filled out listing the entire cost for services provided excluding storage charges (to be added later). Vehicle will be inventoried by officer and

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wrecker driver, who must sign the impound report acknowledging receipt of the property. The awarded contractor must maintain a separate receipt system, to be used for The Washtenaw County Sheriff's Office only. Receipts for all Washtenaw County Sheriff's Office ordered tows must be sequentially numbered and kept sequentially on file. These files are to include all "void" invoices.

- B. Records and invoices shall be kept by the designated towing contractor detailing all services rendered, including description of vehicles, locations from which they were towed or impounded, record of the mileage, and any other information which the County shall require. These records shall be maintained and kept throughout the term of this contract (plus one (1) year) and shall be made immediately available to the County for inspection upon request.
- C. A monthly audit will be conducted by the successful towing company of all vehicles impounded, including the reason the vehicle is impounded. The audit will be submitted to The Washtenaw County Sheriff's Office by the 10th day of the following month.
- D. The Towing Company shall maintain written records of all vehicles on forms acceptable to Washtenaw County Sheriff's Office. The forms shall include the place and time of pickup, make, model, description of the vehicle, including details of any damaged, special or missing equipment. Additional information/records may be required by Police Agencies.
- E. The Sheriff, Director of Administrative Operations or his/her designated representative shall semi annually or may at any time and without prior notice inspect the Towing Company's written records, all vehicles towed, office, lot, trucks, tow bills, employee information, and equipment records, to ensure that the documentation of training and compliance is current and complete.

If the Washtenaw County Sheriff's office deems it expedient to correct the contractor's operation, conditions of premises or other action in accordance with the bid terms and conditions as stated, the Contractor shall make corrections expediently and at no additional expense to The Washtenaw County Sheriff's Office. Any unresolved citizen complaint may result in an inspection.

A flat fee of \$100.00 shall be assessed for each inspection performed.

The Towing Company will maintain for review an itemized list of all charges broken down by the following, (if included in the total charges).

1. Charges for the basic tow.
2. Mileage charges.
3. Extra charges for services provide.
4. Winching.
5. Scene clean up.
6. Storage.
7. Misc. equipment needed.
8. Loading or unloading for cargo.
9. Total invoice charges.
10. Any additional fees approved by The Washtenaw County Sheriff's Office.

IX. COMPENSATION

A. In consideration of the services to be provided by the Towing Company under this contract as described in this Section below, the Towing Company shall be paid amounts as provided in this Section below by the registered owner of the vehicle serviced as provided in this contract or at the request of The Washtenaw County Sheriff's Office, a Police Agency, or a Police Officer.

B. Basic road service is simple service to vehicles requiring a jump, gas, tire change, vehicle lock out, or air to inflate a spare tire. Basic tow service shall include hook up for tow on or immediately adjacent to normally maintained right-of-way or maintained private road, drive or parking lot, clean-up at a collision scene requiring one employee to perform manual labor, for a total of thirty (30) minutes on-scene. Basic tow service shall include dollies if required at no additional charge.

C. Services not covered in the basic tow charge include, but are not limited to, excess winching, the use of dollies, recovery, towing/stabilizing a vehicle that is located beyond roadside ditch and unusual clean-up.

D. Charges

1.	Basic road service charge	\$ <u> 75.00 </u>
2.	Basic Class A tow service charge	\$ <u> 110.00 </u>
3.	Basic Class B tow service charge	\$ <u> 125.00 </u>
4.	Basic Class C tow service charge	\$ <u> 175.00 </u>
5.	Basic Class D tow service charge	\$ <u> 250.00 </u>

6. Mileage: **\$3.50** per mile may be charged for mileage driven in excess of five (5) miles from the point of hook up to the storage facility or other designated destination. All mileage charges shall be calculated based on one way mileage.

The collection of mileage fees is not allowed should a company choose to bid an area that does not include their business location.

7. Storage: Class A Towing. **\$16.00** per day per unit that requires no more than a Class A rated tow truck.

Storage: Class B and C Towing **\$21.00** per day per unit that requires no more than a Class B or C rated tow truck.

Storage: Class D Towing **\$26.00** per day per unit over 32' requiring a Class D rated tow truck.

Each trailer unit constitutes a separate unit for storage fee purposes.

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Storage fees shall be assessed for each calendar day, except that the Towing Company shall not charge for the first 12 hours between the time of impound and the time the vehicle owner or the owner's representative arrives at the Towing Company with all necessary paperwork and funds to reclaim the vehicle.

8. Reasonable fees **approved** by The Washtenaw County Sheriff's Office in addition to the basic charge may be charged by Towing Company for services performed in addition to the basic service as defined in the chart of acceptable fees.
9. The Towing Company shall be responsible for providing verifiable documentation to substantiate and justify any charges in excess of either the base charge or storage charges set fourth in paragraph: D.1; D.2, D.3, D4, D5, D6 and D7 above.

E. Vehicles excluded from charges:

1. All vehicles impounded for investigative purposes at the request of The Washtenaw County Sheriff's Office, or a Police Officer within the Towing Company's geographical area shall be towed to the Police Agency's impoundment lot or such other place as may be designated by The Washtenaw County Sheriff's Office or the Police Officer. All towing, storage, and ancillary charges associated with investigations or impounds shall be without charge to the governmental entity requesting the tow.
2. The owner of the vehicle or the owner's representative is not relieved of the responsibility to pay for towing and storage charges if the vehicle would have normally been towed irrespective of the investigative hold or if the owner or authorized operator of the vehicle is involved in criminal activity. Storage fees may be assessed by the Towing Company starting 24 hours after the vehicle is released from the investigative hold and is held at the Towing Company's storage facility.
3. All vehicles impounded for forfeiture/seizure purposes at the request of the Washtenaw County Sheriff Office, or a Police Officer within the Towing Company's geographical area shall be towed to the Towing Company's impound lot. There will be a flat rate fee of \$120.00 for the tow, and no storage charges accrued. The Sheriff office will work to have a disposition in a timely manner.
4. The Towing Company **shall** notify the investigating agency of any vehicle held on their property on investigative hold for a period of longer than twenty (20) days. The Towing Company may request that any vehicle held on a Towing Company's storage facility for investigative purposes, in excess of forty-five (45) days be moved to a place designated by the agency impounding the vehicle. If the Towing Company can not reach resolution on the status of a vehicle held for investigative purposes with the impounding agency, after sixty (60) days the Towing Company may submit a written request to Washtenaw County Sheriff's Office and the information will be forwarded to the Sheriff, Director of Administrative Operations or his/her designated representative for review with the investigating officer's Command Officer.

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5. If the vehicle is released from the Towing Company control, the police shall be responsible for insuring that the Towing Company receives payment for any legitimate charges due them from the owner before the vehicle is released to the owner or the owner's representative. The police officer shall try to minimize the number of tows and the time the vehicle is held as much as possible.

Note: It is the intention of this section to relieve Washtenaw County Sheriff's Office and the police agencies from any unreasonable fees associated with towing and holding vehicles for investigative purposes. It is not intended to require the Towing Company to provide free service to the vehicle owners or insurance companies that would normally have to pay for these services if the vehicle were not involved in an investigation, or from the financial consequences of criminal activity. It should, however, protect innocent owners from paying for towing and storage charges that is requested against their interest at the direction of the police.

6. All vehicles eligible for Class A towing which are owned or leased by an agency or governmental entity which is under contract with Washtenaw County Sheriff's Office shall be provided with basic service at the following rates: a) for basic road service - \$20; b) for basic tow up to 15 miles from hook-up - \$25; c) for tows over 15 miles from hook-up - \$35 (with no additional mileage charges). The cost of gasoline added to the governmental vehicle may be added to the bill. Companies that are requested to leave Washtenaw County to pick up or service a vehicle may charge additional mileage at their normal rate from the county line to the location of the vehicle. The Towing Company rendering this service shall have the employee of the agency or governmental entity requesting the service sign a bill itemizing the service rendered, and that bill shall be promptly forwarded to the proper authority for payment, as designated by Sheriff, Director of Administrative Operations or his/her designated representative
7. In the event a vehicle is towed and/or stored at the direction of Washtenaw County Sheriff's Office, or a Police Officer and subsequently Washtenaw County Sheriff's Office, or the Police Agency, and/or a court has determined the vehicle was improperly moved, all charges (service, mileage and storage, etc.) shall be waived by the Towing Company unless payment is required by court order under MCL 254.252f..
8. The Towing Company acknowledges that it is its legal responsibility to clean up a crash scene and that normal clean-up is part of the basic service. Clean-up shall be done as quickly as possible and shall entail removal of all crash related debris including debris from scene policing. Such clean-up, however, shall not include the duty to clean up hazardous medical waste and/or hazardous materials except for normal fluids used to operate a vehicle. If the required clean-up necessitates the use of motorized equipment to pick up debris, the Towing Company shall be entitled to charge a reasonable fee as permitted in paragraph D.4 above.

- F. Agencies under contract to The Washtenaw County Sheriff's Office shall make a good faith effort to utilize road assistance whenever such assistance is available.

X. INDEMNIFICATION AND INSURANCE

- A. The Towing Company shall indemnify and defend Washtenaw County, the Police Agencies, and all other agencies and governmental bodies who have been contracted with The Washtenaw County Sheriff's Office, their officers, agents, servants, volunteers and employees against any claim for any alleged loss incurred in connection with this contract in whole or in part from negligent acts or omissions of the Towing Company, its employees, agents, representatives, or subcontractors.
- B. The Towing Company shall serve and maintain the following insurance at its own expense during the term of this contract that will protect, defend and indemnify Washtenaw County and the parties named in the paragraph immediately above from any alleged loss in connection with this contract:
1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$500,000 for each incident.
 2. Comprehensive/Commercial General Liability Insurance (Garage Liability Form) covering products and completed operations and operation of non-owned and hired autos with a single limit of \$1,000,000 for each occurrence for bodily injury and property damage, including contractual liability.
 3. Garage Keepers' Legal Liability Insurance covering vehicles in the care, custody or control of the Towing Company in the amount of at least \$50,000 on site and \$50,000 for comprehensive and collision.
 4. Automobile Liability Insurance covering all owned and leased vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined limit of \$1,000,000 for each incident for bodily injury and property damage. If split limits are provided, the per person bodily injury limit must be at least \$1,000,000.
- C. All insurance policies shall be issued by well rated companies licensed to do business in the State of Michigan and acceptable the Washtenaw County Administrator's Office.
- D. The Towing Company shall be responsible for payment of all deductibles contained in any insurance required in this contract.
- E. The Towing Company shall submit certificates of insurance to the Washtenaw County Administrator's Office for approval of compliance with the above coverage prior to execution of this contract. Certificates shall be sent to the Washtenaw County Administrator, P.O. Box 8645, Ann Arbor, Michigan 48107-8645. No service shall be performed prior to the approval of the certificate by The Washtenaw County Sheriff's Office. The certificates shall specifically name as additional insured to be Washtenaw County, its agencies including but not limited to The Washtenaw County Sheriff's Office, and all agencies contracting with The Washtenaw County Sheriff's Office. The certificates shall provide for

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thirty (30) day written notice to the Washtenaw County Administrator prior to cancellation of coverage.

- F. If the above required insurance coverage is not maintained at any time during the term of this contract or if any of the above required insurance coverage expires without evidence of renewed coverage being submitted to The Washtenaw County Administrator's Office, this contract shall be subject to cancellation at the sole election of The Washtenaw County Sheriff's Office pursuant to Section XII.
- G. The Towing Company assumes responsibility for all applicable state and federal social security benefits and unemployment taxes for which it agrees to indemnify and protect The Washtenaw County Sheriff's Office, the Police Agencies, and all other agencies and governmental bodies who have contracted with The Washtenaw County Sheriff's Office against liability.

XI. DURATION OF CONTRACT

- A. The contract is for the term starting **October 1, 2010** and ending on **December 31, 2013** and may be extended for an additional 2 years at the discretion of Washtenaw County Sheriff's Office, Central Dispatch Division.
- B. The Washtenaw County Sheriff's Office will evaluate the services provided by the Towing Company during the first ninety (90) days of this contract. In the event of unsatisfactory service at the end of ninety (90) days, The Washtenaw County Sheriff's Office may cancel this contract.
- C. The contract may be terminated by any party to this contract without cause upon thirty (30) days notice to the other party.
- D. The contract may be immediately terminated by The Washtenaw County Sheriff's Office for Towing Company's failure to comply with the terms of this contract. If The Washtenaw County Sheriff's Office terminates or cancels this contract for failure of Towing Company to comply with the terms of this contract, it must do so in writing, specifying the violated sections.
- E. If a contract is terminated or canceled before its normal expiration date and a geographical area is without service, The Washtenaw County Sheriff's Office in its discretion, may do one of the following: (1) re-assign the geographical area to the next qualified bidder under the original bid specifications; (2) re-bid and award the geographical area within ninety (90) days; or (3) if the contract is terminated or canceled during the second year of the Agreement, divide the area between contractors for the remainder of the original contract term. If The Washtenaw County Sheriff's Office chooses to re-bid the area under 2 above, it shall take all reasonable and prudent measures to insure adequate coverage until the geographical area is awarded under the re-bidding process.

XII. AFFIRMATIVE ACTION

- A. The Towing Company agrees it shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, marital status, physical disability, age, height, weight, veteran status, religious or political beliefs or national origin (except as it relates to bonafide occupational qualification reasonably necessary to the normal operation of business). The Towing Company shall take affirmative action to eliminate discrimination based

on race, creed, color, sex, sexual orientation, marital status, physical disability, or national origin. Such action shall include, but not limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection of training, including apprenticeship. The Towing Company shall in all solicitations or advertisements for employees placed by or on behalf of the Towing Company state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, marital status, physical disability, age, height, weight, veteran status, religious or political beliefs or national origin.

- B. Upon failure to comply with this provision, The Washtenaw County Sheriff's Office may cancel this contract pursuant to Section XII.

XIII. LIST OF DRIVERS

- A. Prior to rendering services under this contract, the Towing Company shall provide The Washtenaw County Sheriff's Office with a current list of its drivers. This list shall provide the full name, correct address, date of birth and drivers license number and a copy of the health card of each driver.
- B. The Towing Company shall maintain current employee records for all active employees throughout the contract period in the RFP. These records will be available for review and inspection by representatives of Washtenaw County Sheriff's Office

XIV. ASSIGNMENT AND SUBCONTRACTING

- A. This contract shall not be assigned without the prior approval The Washtenaw County Sheriff's Office. This approval shall not be unreasonably withheld.
- B. If the Towing Company cannot handle an incident, the company will advise The Washtenaw County Sheriff's Office which contracted company they will call for assistance.

XV. FELONY POLICY

The Washtenaw County Sheriff's Office reserves the right to require the contractor to suspend services or to cancel the contract, if in its sole opinion, a pending criminal investigation or conviction infringes upon the interests of the public served or parties to this agreement.

XVI. MODIFICATIONS

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether oral or written. Any modifications of this contract shall be mutually agreed upon written amendments signed by all parties.

XVII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum

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of either \$10.88 per hour with benefits or \$12.75 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 30, 2010 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

VII. GENERAL TERMS

AWARD:

The Washtenaw County reserves the right to reject any and all bids, to waive or not waive informalities or irregularities in bids and bidding procedures and to accept or further negotiate cost, terms or conditions of any bid determined by The Washtenaw County Sheriff's Office to be in the best interest of The Washtenaw County Sheriff's Office even though not the lowest bid. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that The Washtenaw County Sheriff's Office may consider.

The bidding wrecker service must receive a minimum 60% or 29 points of the maximum bid points of 49 to be considered for a contract award.

The final award will be based in part by the number of points each vendor has accumulated by the end of the evaluation process.

The Washtenaw County Sheriff's Office and Washtenaw County Purchasing Division reserves the right to award towing contracts based on several considerations, including, but not limited to, bid price, bid points, professional performance history, etc.

To be awarded an area the bidder **must** have a minimum of two (2) trucks and two (2) designated drivers dedicated for each area awarded. This qualification will be verified by The Washtenaw County Sheriff's Office.

It is the intention of The Washtenaw County Sheriff's Office to award an entire area to a single contractor. A contractor may be awarded more than one, but not more than **TWO** areas.

TERM OF CONTRACT:

The contract is for the term starting **October 1, 2010** and ending on **December 31, 2013** and may be extended for an additional 2 years at the discretion of The Washtenaw County Sheriff's Office.

All terms and conditions are to remain unchanged during the life of the contract except the compensation for the basic rate may be increased at the rate of the cost of living index for the second year of the contract provided the contractor

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shows evidence that such an increase is justified. The Washtenaw County Sheriff's Office shall have sole discretion whether such increase shall be given.

If a bidding Towing Company does not pass inspection as required in this RFP, the area bid will be divided up between the adjoining Towing Companies by township at the discretion of The Washtenaw County Sheriff's Office, Central Dispatch Division. There will be no grace period extended to any Towing Company to allow them an opportunity to attain an acceptable rating.

COST OF RFP:

The Washtenaw County Sheriff's Office will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

INSPECTION OF FACILITIES:

The Manager of the Purchasing Division, and/or designated representatives of The Washtenaw County Sheriff's Office, reserves the right before making an award to have the premise of the bidder inspected, or to take any other action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, facilities, equipment, records and/or equipment for ability to comply with conditions of the RFP.

The Washtenaw County Sheriff's Office plans to send out a team to inspect the bidders' premises during the timeframe from August 16, 2010 through August 27, 2010.

DISPATCH SITES:

Washtenaw County Sheriff's Office
Service Center
2201 Hogback Road
Ann Arbor, MI 48107

City of Ann Arbor/
Washtenaw County Dispatch Center
107 N. Fifth Avenue
Ann Arbor, MI 48104

TIMELINESS:

It is the intention of The Washtenaw County Sheriff's Office to award the bid by September 10, 2010.

PERMITS AND CERTIFICATES:

The Vendor shall obtain and pay for all necessary permits, certificates, and licenses required and necessary for performance of the work; and shall post all notices required by law and comply with laws and ordinance applicable.

VIII. ON SITE CHECK LIST

LIST OF EQUIPMENT THAT IS EXPECTED TO BE ON EACH AND EVERY TOW TRUCK INCLUDED IN THE VENDORS' PROPOSAL. VEHICLES SHOULD HAVE THE LISTED EQUIPMENT AT THE TIME OF THE INSPECTION.

A promise of future compatibility is not acceptable.

- 1) Push Broom
- 2) First Aid Kit (fully stocked)
- 3) Shovel
- 4) Tow Lights
- 5) Lock out Tools *
- 6) Flash Light *
- 7) Gas Can
- 8) Air Tank
- 9) Tool Kit *
- 10) Tire Changing Equipment
- 11) Jumper Cables
- 12) Snatch Block
- 13) Two Way Radio
- 14) Emergency Flares or Triangles
- 15) Emergency Flasher System
- 16) Rotating Emergency Lights
- 17) Fire Extinguishers

Personal Items *

IX. CONTRACTOR BACKGROUND INFORMATION

1) Company Location(s) (This is Addenda D)

For each area that the bidder is applying for, the following information is to be filled out giving locations of the office and lot for each area.

Location (1)

COVER AREA(S) _____

Office _____

Lot _____

Location (2)

COVER AREA(S) _____

Office _____

Lot _____

Location (3)

COVER AREA(S) _____

Office _____

Lot _____

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5) Trucks (also include information on the trucks in **attachment B** at the end of the RFP)

A) # of tow trucks available 24 hours a day by type
(If more than one area indicate for each)

Class A	_____
Class B	_____
Class C	_____
Class D	_____
Wheel Lifts	_____
Roll Backs	_____
TOTAL # OF TRUCKS AVAILABLE 24 Hrs	_____

B) # of tow trucks available LESS THAN 24 hours a day
by type (If more than one area indicate for each)

State normal hours when these following trucks would be available on a weekly basis.

M-F _____
S-Sun _____

Class A	_____
Class B	_____
Class C	_____
Class D	_____
Wheel Lifts	_____
Roll Backs	_____
TOTAL # OF TRUCKS AVAILABLE LESS THAN 24 Hrs	_____

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C) Recovery Equipment

Hours Available _____

Describe Equipment

D) AUTHORIZED PROVIDER OF A NATIONALLY RECOGNIZED ROAD SERVICE.

Service A.

Affiliated with _____

How many years _____

Service B.

Affiliated with _____

How many years _____

E) Roll Over services provided by the contractor
(describe)

E1) Class A _____

E2) Class B _____

E3) Class C _____

E4) Class D _____

F) Roadway Cleanup services provided by the contractor
(describe)

F1) Class A _____

F2) Class B _____

F3) Class C _____

F4) Class D _____

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WASHTENAW COUNTY SHERIFF'S OFFICE – MAXIMUM TOWING SERVICES FEES

We the undersigned as bidder agree to furnish the additional towing services to The Washtenaw County Sheriff's Office, according to the conditions and instructions attached hereto and made a part thereof for the following prices:

<u>SERVICE</u>	<u>CONTRACT PRICE</u>
1. Basic road service	\$ <u>75.00</u>
2. Towing of Vehicles 5,000 GVW and less (Class A)	\$ <u>110.00</u>
3. Towing of Vehicles 5,000 GVW to 10,000 GVW (Class B)	\$ <u>125.00</u>
4. Towing of Vehicles 10,000 GVW to 25,000 GVW (Class C)	\$ <u>175.00</u>
5. Towing of Vehicles 25,000 GVW and up (Class D)	\$ <u>250.00</u>
6. Mileage Fee in excess of 5 miles from point of hook up to storage facility or other designated destination	\$ <u>3.50 /mile</u>
7. Storage per day to commence after 12 hours of impoundment:	
Inside storage (If available)	\$ _____ /day
Outside storage (Class A)	\$ <u>16.00 /day</u>
Outside storage (Class B and C)	\$ <u>21.00 /day</u>
Outside storage (Class D)	\$ <u>26.00 /day</u>
8. Charge for Dollies	\$ <u>N/C</u>
9. Extra Charge for Removal of Drive Shaft	\$ <u>45.00</u>
10. Extra Charge for Removal of Axle Shaft	\$ <u>45.00</u>
11. Extra Charge for Winching (Off roadway)	\$ <u>75.00</u>
13. Motorcycles	\$ <u>100.00</u>
14. Roll Over (Return vehicle to upright position)	\$ <u>75.00</u>
15. Recovery within roadway right-of-way	\$ <u>185.00</u>
14. Recovery beyond roadway right-of-way	\$ <u>250.00</u>
16. Other Fees (Define)	\$ _____
17. Other Fees (Define)	\$ _____
18. Per Hour Labor Charge/Extra Service (Must be fully documented and approved by The Washtenaw County Sheriff's Office)	\$ _____

TO BE POSTED IN A LOCATION CLEARLY VISIBLE TO THE GENERAL PUBLIC

SIGNATURE PAGE

Signature _____	Company Name _____
Print Name _____	Company Address _____
Title _____	City _____ St. _____ Zip _____
Telephone # _____	Fax # _____
Federal Tax ID # _____	<i>CHECK ONE</i> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

Email Address _____	PO Email Address _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

APPENDIX "A"

TOWING AREA BOUNDARY DESCRIPTION (2010/2013)

Boundary roads will be determined by the officer that is on the scene of the incident, and what section and township he is using on the police report or in the matter of car assist his best estimate of what section and what township he is in will determine what wrecker responds.

AREA 1

Lyndon ,Sylvan and Lima township and sections
4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32,33 of Dexter township.

AREA 2

Sharon, Manchester, Freedom, Bridgewater, Saline Townships and sections
4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32,33 of Lodi Township

AREA 3

Webster Township and sections 1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36 of
Dexter Township and sections 4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32,33 of Scio
Township.

AREA 4:

Sections 1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36 of Scio and Lodi
Townships

AREA 5:

Northfield and Salem Townships.

AREA 6:

Ann Arbor Township and sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 3 14, 15, 16, 17, 18,
19, 20, 21, 22, 23, 24, of Superior Township.

AREA 7:

Pittsfield and York Township's

AREA 8:

Augusta, Ypsilanti and sections 25, 26, 27, 28, 29, 30, 31 32, 33, 34, 35, 36 of Superior
Townships.

AREA 9:

West of Main Street from the Huron River to Ann Arbor-Saline Road, south of the Huron
River, and west of Ann Arbor-Saline Road.

AREA 10:

East of Main Street from Huron Street north to the City limits, north of Geddes, north of
the Huron River, and west of US-23

AREA 11:

East of Main Street from Huron Street, south to Ann Arbor-Saline Road, east of Ann
Arbor-Saline Road, west of US-23, south of Huron Street, south of Geddes, south of the
Huron River, and north of Ellsworth.

APPENDIX "B"

Truck Classification					
Condition					
Truck Number					
Registration					
Truck Year					
Truck Make					
Truck Model					
Dual Wheels					
Chassis GVW					
4WD/2WD					
Comm. Radio					
Boom Capacity					
Hydraulic					
Degree Pivot					
Boom Capacity					
Hydraulic					
Degree Pivot					
Winch Capacity					
Hydraulic					
Cable Diameter					
Cable Length					
Winch Capacity					
Hydraulic					
Cable Diameter					
Cable Length					
Sling					
Wheel Lift					
Dollies					
Snatch Blocks					
Snatch Block Rate					
Scotch Blocks					
Hydraulic Lift					

APPENDIX "B"

Truck Classification					
Condition					
Truck Number					
Registration					
Truck Year					
Truck Make					
Truck Model					
Dual Wheels					
Chassis GVW					
4WD/2WD					
Comm. Radio					
Boom Capacity					
Hydraulic					
Degree Pivot					
Boom Capacity					
Hydraulic					
Degree Pivot					
Winch Capacity					
Hydraulic					
Cable Diameter					
Cable Length					
Winch Capacity					
Hydraulic					
Cable Diameter					
Cable Length					
Sling					
Wheel Lift					
Dollies					
Snatch Blocks					
Snatch Block Rate					
Scotch Blocks					
Hydraulic Lift					

APPENDIX "B"

Truck Classification					
Condition					
Truck Number					
Registration					
Truck Year					
Truck Make					
Truck Model					
Dual Wheels					
Chassis GVW					
4WD/2WD					
Comm. Radio					
Boom Capacity					
Hydraulic					
Degree Pivot					
Boom Capacity					
Hydraulic					
Degree Pivot					
Winch Capacity					
Hydraulic					
Cable Diameter					
Cable Length					
Winch Capacity					
Hydraulic					
Cable Diameter					
Cable Length					
Sling					
Wheel Lift					
Dollies					
Snatch Blocks					
Snatch Block Rate					
Scotch Blocks					
Hydraulic Lift					

APPENDIX "B"

Truck Classification					
Condition					
Truck Number					
Registration					
Truck Year					
Truck Make					
Truck Model					
Dual Wheels					
Chassis GVW					
4WD/2WD					
Comm. Radio					
Boom Capacity					
Hydraulic					
Degree Pivot					
Boom Capacity					
Hydraulic					
Degree Pivot					
Winch Capacity					
Hydraulic					
Cable Diameter					
Cable Length					
Winch Capacity					
Hydraulic					
Cable Diameter					
Cable Length					
Sling					
Wheel Lift					
Dollies					
Snatch Blocks					
Snatch Block Rate					
Scotch Blocks					
Hydraulic Lift					

APPENDIX "C"

WRECKER VEHICLE TYPE DEFINITION

CLASS "A"

- 1) Manufacturer's chassis capacity of at least 10,000 lb. GVW
- 2) Boom capacity at least 4 tons (retracted)
- 3) Winch capacity at least 4 tons
- 4) Tow sling, wheel lift, or both
- 5) Duel wheels
- 6) At least 100 ft 3/8 cable or larger

CLASS "B"

- 1) Manufacturer's chassis capacity of at least 15,000 lb. GVW
- 2) Boom capacity at least 6 tons (retracted)
- 3) Winch capacity at least 6 tons
- 4) Tow sling or wheel lift, or both
- 5) 2 snatch blocks, 6 ton rating
- 6) At least 150 ft steel core cable, 3/8 in diameter or larger
- 7) Duel Wheels

CLASS "C"

- 1) Manufacturer's chassis not less than 25,000 lb. GVW
- 2) Boom capacity not less than 12 ½ ton (retracted)
- 3) Wench (es) not less than 12 ½ ton each
- 4) At least 175 ft cable 9/16 or larger
- 5) Tow sling or wheel lift, or both
- 6) 2 snatch blocks, 6 ton rating, and 2 scotch blocks or hydraulic spade
- 7) Duel wheels or tandem duels
- 8) Air brakes

CLASS "D"

- 1) Manufacturer's chassis not less than 50,000 lb. GVW
- 2) Boom capacity not less than 25 ton (retracted)
- 3) Wenches not less than 12 ½ ton each
- 4) At least 200 ft cable 5/8" or larger
- 5) Heavy duty tow sling or wheel lift, or both
- 6) 2 snatch blocks, 8 ton rating, and 2 scotch blocks or hydraulic spade
- 7) Tandem duels
- 8) Air brakes

ROLLBACK CLASS "A"

- 1) Manufacturer's chassis not less than 10,000 lb. GVW
- 2) Winch capacity at least 4 tons
- 3) At least 50 ft 3/8 cable or larger

ROLL BACK CLASS "B"


- 1) Manufacturer's chassis not less than 15,000 lb. GVW
- 2) Winch capacity at least 4 tons
- 3) At least 50 ft 3/8 cable or larger

APPENDIX "D"


RFP #6171 TOWING SERVICES FOR WASHTENAW CENTRAL DISPATCH

APPENDIX "D"
DOT CLASSIFICATION VEHICLE TYPE

CLASS 1 • LIGHT-DUTY • (6,000 lbs. or less GVW - 4 tires)*




CLASS 2 • LIGHT-DUTY • (6,001 - 10,000 lbs GVW - 4 tires)*



Class 1 through 2 include passenger cars, light trucks and mini vans, full size pickups, sport utility vehicles, full size vans


CLASS 3 • MEDIUM-DUTY • (10,001 - 14,000 lbs. GVW - 6 tires or more)*




CLASS 4 • MEDIUM-DUTY • (14,001 - 16,000 lbs. GVW - 6 tires or more)*



CLASS 5 • MEDIUM-DUTY • (16,001 - 19,500 lbs. GVW - 6 tires or more)*




CLASS 6 • MEDIUM-DUTY • (19,501 - 26,000 lbs. GVW - 6 tires or more)*




Class 3 through 6 include a range of mid-sized to larger vehicles including delivery trucks, utility vehicles, motorhomes, package aerial trucks, ambulances, small dump trucks, loadrop vehicles, small flatbed and stake-type trucks, refrigerated and box trucks, small and medium-duty buses (school and local transit buses)

CLASS 7 • HEAVY-DUTY • (26,001 - 33,000 lbs. GVW - 6 tires or more)*



CLASS 8 • HEAVY-DUTY • (33,001 lbs. and over GVW - 10 tires or more)*



Class 7 and 8 includes a range of heavier vehicles including large delivery trucks, motor coaches, all tractor-trailer combinations, refuse trucks, construction vehicles, etc.

Information Needed To Correctly Dispatch Towing and Recovery Units:

- Year, Make and Model of Vehicle to be Towed or Recovered
- DOT Classification (Class 1 - 8 based on GVW)
- Location of Vehicle
- Type of Tow (impound, accident, recovery, motorist assist, etc.)
- Additional Vehicle Information:
 - 2 wheel drive, 4 wheel drive, all wheel drive
 - damage to vehicle, tire condition
 - vehicle loaded or empty
 - cargo contents
 - does the vehicle have a trailer

Note: Classes 3-8 vehicles may be carrying hazardous materials. Advise if placarded.

Note: The Gross Vehicle Weight Rating (GVWR) of the vehicle to be towed or recovered can be found on the identification label on the vehicle's driver's side doorframe. The number of pounds listed on the label can then be compared with the DOT Classification Vehicle Type Chart for the correct DOT class.

Illustration - E1 Publications