

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

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

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

FACILITIES

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

EQUIPMENT

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

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

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

PERFORMANCE

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

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

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

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

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

AUCTION

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

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

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

Tow Rates

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

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

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

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

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

Misc. Tows* \$ _____ /per tow

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

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

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

COMPANY NAME : _____

ADDRESS : _____

CITY/STATE/ZIP : _____

PHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

Please submit original documents plus one copy.

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