

**BID SPECIFICATIONS FOR MAINTENANCE AND OPERATION OF
VEHICULAR TOWING SERVICE, IMPOUND SERVICE AND FACILITY
CITY OF MUSKEGON, MICHIGAN**

I. SCOPE OF WORK AND EQUIPMENT:

- (a) Provide vehicle towing service, impound service and facility for the City of Muskegon for three full calendar years, as stated on the bid sheet. Bidder shall provide bids for all three time periods. If the contract is approved prior to the beginning of the first calendar year, those rates will begin on the approved date.

- (b) Operate vehicle towing service, impound service and facility seven (7) days a week, twenty-four (24) hours a day, in such a manner that bidder can be reached by telephone at all times by Muskegon Central Dispatch, the Muskegon Police Department, or the Department of Public Works.

- (c) Bidder must own and have in good operating condition at all time the following equipment:
 - 1. F. C. C.- licensed, radio dispatched wreckers;
 - 2. Set of dollies
 - 3. Equipment for changing tires, air tanks for inflating tires, tools for lock-outs;
 - 4. Booster battery or cables for starting cars or trucks;
 - 5. Fire extinguishers, flares;
 - 6. Extra chains, pry bar, broom and shovel, bucket, oil dry;
 - 7. Two (2) standard wreckers fully equipped as specified herein and one (1) large heavy-duty wrecker capable of handling trucks, trailers, semi trailers, and other large vehicles, up to a gross weight of fifty (50) tons;
 - 8. Power winch on each unit set forth in (7) above;
 - 9. Gross vehicle weight per wrecker unit rating of not less than 8,000 pounds, and the manufacturer's specifications for rated capacity of at least one (1) ton.

II. LOCATION OF FACILITY:

- (a) The service and impound facility must be located within Muskegon County. Preference will be given to those services which are located near, or are contiguous, to the corporate limits of the City of Muskegon.
- (b) The vehicle impound facility must contain a heated, secure building, and in addition, a fenced area able to accommodate up to seventy-five (75) vehicles.

III. PERSONNEL QUALIFICATIONS:

- (a) Every operator/driver shall be competent by reason of demonstrated experience or training, in the sole judgment of the City of Muskegon, to safely operate the type of tow truck used by the impound service.
- (b) Every operator/driver shall possess the ability to rig, move, pick up and transport vehicles without increasing the original damage, insofar as possible.
- (c) Every operator/driver shall be free from the influence of alcoholic beverages, narcotics, or dangerous drugs while on duty.
- (d) Every owner and operator shall be familiar with the ordinances, rules and regulations pertaining to tow trucks.

IV. OPERATIONAL AND RECORDKEEPING REQUIREMENTS:

The selected towing service will:

- (a) Maintain all required record and complete necessary forms for the State of Michigan, Muskegon Police Department and Department of Public Works.
- (b) Assume full responsibility for the vehicle and contents during towing and subsequent storage of the vehicle. The contractor will agree to hold harmless and indemnify the City of Muskegon against any claims for damage or loss to vehicles or contents. The contractor shall provide proof of insurance or bonding sufficient to meet these requirements and in a form acceptable to the City of Muskegon.
- (c) Carry comprehensive general liability insurance and vehicle liability insurance, including coverage of all operations as a towing service and naming the City of Muskegon as co-insured in at least the following amounts:

- i. Comprehensive general liability insurance in an amount not less than \$500,000 for each occurrence;
- ii. Vehicle liability insurance in an amount not less than \$1,000,000 for each occurrence;
- iii. In addition to the insurance required in (i) and (ii) above, operator shall carry an umbrella policy for liability insurance covering any and all of such risks in an amount not less than \$1,000,000.

The City shall be provided with copies of the policies.

- (d) Operator shall carry and maintain in full force and effect, furnishing appropriate certificate therefore, workers compensation insurance with limits established under state law.
- (e) Be responsible for the holding of public auctions for abandoned vehicles, furnishing all documentation attendant to any sale at said auction, paying for the auctioneer and the public notice advertised in the local daily newspaper. Said auctions will be held under the supervision of the Muskegon Police Department.
- (f) Maintain all records relating to the disposition of impounded vehicles for a period not less than four (4) years.
- (g) Bidders will specify their towing and storage rates in precise detail as required on the bid proposal, outlining any time frames or distances that would cause those rates to vary or change.
- (h) Towing and storage charges will not be subject to increase except upon prior approval granted by the Muskegon City Commission, following review and recommendation by the Muskegon Police Department and/or Department of Public Works.

V. AWARD OF BID:

The City of Muskegon reserves the right to reject any bid, regardless of its contents or amount, for any reason. The City may reward the contract to any bidder, and is not bound to accept the low bid.

The City of Muskegon, by its award of bid, will appoint the successful bidder of the vehicular towing service, impound service and facility which will be utilized exclusively by the Muskegon Police Department and the Department of Public Works during the term of the contract or until the City revokes the appointment.

Any bidder submitting a bid fully understands that the City of Muskegon, by award of the bid and subsequent contract, assumes no liability of any kind or nature to the successful bidder during the existence of its appointment as the City's towing service, impound service and facility, and that any payment for towing services or storage charges will be obtained from those persons, other than the City of Muskegon, who own or otherwise have an interest in any motor vehicle towed to or stored in the impound facility.

VI. CANCELLATION OF CONTRACT:

The contract may be cancelled on the part of the City of Muskegon by giving forty-eight (48) hours written notification addressed to the contractor and sent by ordinary mail to the contractors address as shown on application. The contract may be cancelled if, in the sole judgment of the Director of Public Safety, the contractor has not performed according to the specifications.

The contract may be cancelled on the part of the contractor by giving sixty (60) days in writing to the Director of Public Safety.