



PLYMOUTH TOWNSHIP POLICE DEPARTMENT
Thomas J. Tiderington, Chief of Police – 9955 N Haggerty Rd – Plymouth, MI 48170 (734) 354-3232

Invitation To Bid

for

TOWING SERVICES

Contact: Lieutenant Daniel Kudra

Phone: (734) 354-3241

E-mail: dkudra@plymouthtwppd.org

Date Issued: 09/28/2018

Due Date & Time: 2:00 p.m., Thursday, November 01, 2018

**All Bids Must Be Sealed and Marked In Accordance With The
Attached Specifications!**

The deadline established for the receipt of your sealed bid is **11/01/2018** at 2:00 p.m. The bid is to be submitted to the Clerk's Office, 9955 N. Haggerty Road, Plymouth , Michigan 48170. Address the bid to:

Charter Township of Plymouth - Clerk's Office
Attn: Clerk Jerry Vorva
TOWING SERVICES, SEALED BID
DUE 11/01/2018 at 2:00 P.M.
9955 N. Haggerty Road
Plymouth, MI. 48170

GENERAL REQUIREMENTS & INSTRUCTIONS

- 1. SUBMISSION OF OFFERS:** All offers should be submitted in a sealed envelope or package. The invitation title, opening date and time, company name, address and telephone number shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Clerk's Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Clerk's Office after the specified date and time will not be considered. Responses shall be submitted on the forms provided by the Charter Township of Plymouth. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty days unless otherwise specified. Bid must include all costs. **All offers must include the original and at least two (2) copies.**
- 2. EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein.
- 3. EXECUTION OF ACCEPTANCE:** Plymouth Township legally recognizes acceptance of formal offer when a written contract is signed by both parties. Offeror is not to assume that the Plymouth Township Board of Trustees resolution approving the bid or proposal is a binding contract.
- 4. OPENING & RECORDING:** Opening shall be public in the Clerk's Office immediately following the advertised deadline date and time for receipt of submittals.
- 5. INTEGRITY:** Plymouth Township does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.
- 6. TABULATION:** Bid results will be posted on the Township's website at www.plymouthtp.org
- 7. BOARD AWARDS:** As the best interest of Plymouth Township may require, the Township reserves the right to make award(s) by an individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countrywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions. Any or all awards made as a result of this invitation shall conform to applicable ordinances and policies of Plymouth Township. Bid awards will be posted on the Township's website at www.plymouthtp.org.

8. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a brand name “OR EQUAL” description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing “equal” products will be considered for award if such products are clearly identified in the offer and are determined by Plymouth Township to meet fully the salient characteristic requirements listed in the specifications.
9. **PRICING:** Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB Plymouth Township, all packing, handling, shipping charges and delivery to any point(s) within Plymouth Township to a secure area or inside delivery.
10. **PAYMENT TERMS:** Plymouth Township will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) of the invoice or receipt of all products or services ordered.
11. **INCURRED EXPENSE:** This invitation does not commit Plymouth Township to make an award nor shall Plymouth Township be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
12. **QUESTIONS/ ADDENDA:** Any questions concerning the conditions or specifications shall be directed to the designated contact person. Addenda items will be posted on the township website. It is the bidder’s responsibility to check and verify that addenda have been issued. Failure to acknowledge addenda may result in the offer not being considered.
13. **CLARIFICATION/CORRECTION OF ENTRY:** Plymouth Township reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
14. **INSURANCE:** The successful bidder is required to furnish evidence of the following insurance requirements. Work may not commence until the Certificates of Insurance have been received. The coverage requirements are as follows:

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

Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.

Motor Vehicle Liability: The Contractor, or its subcontractors, shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault

Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating that the following shall be ***Additional Insured:*** The Charter Township of Plymouth, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Cancellation Notice: The Insurance coverage described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Plymouth Township Clerk, 9955 N. Haggerty Road, Plymouth MI, 48170.

Indemnification: To the fullest extent permitted by law, the (name of contractor) agrees to defend, pay on behalf of, indemnify, and hold harmless the Charter Township of Plymouth, its elected and appointed officials, employees and volunteers, and others working on behalf of the Charter Township of Plymouth against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Charter Township of Plymouth by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this agreement.

15. PUBLIC ACT 517 OF 2012: In accordance with Public Act 517 of the Public Acts of 2012, any Iran linked business is not eligible to submit a bid on a request for proposal with a public entity in Michigan. An “Iran linked business” includes the following:

- (1) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tanker or products used to construct or maintain pipelines used to transport oil or liquefied gas for the energy section of Iran; and
- (2) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

For purposes of this prohibition, “person” includes an individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other non-governmental entity, organization or group. It also includes a governmental entity or instrumentality of a governmental entity, or any successor, subunit, parent company or subsidiary of, or company under common ownership or control with and of the foregoing.

**CHARTER TOWNSHIP
OF PLYMOUTH
TOWING SERVICES**

PROPOSAL FORM

We the undersigned as bidder agree to furnish towing services to the Township of Plymouth, according to the conditions and instructions attached hereto and made a part thereof for the following prices:

PRIVATE VEHICLES

CONTRACT PRICE

- | | |
|---------------------------------------------------------------|-------|
| 1. Towing of Vehicles 5,000 GVW and less | _____ |
| 2. Towing of Vehicles 5,000 GVW to 9,999 GVW | _____ |
| 3. Towing of Vehicles 10,000 GVW to 19,999 GVW | _____ |
| 4. Towing of Vehicles 20,000 GVW and up | _____ |
| 5. Storage per day to commence after 24 hours of impoundment: | |
| Inside storage | _____ |
| Outside storage | _____ |

COMPLETE LIST OF EXTRA CHARGES:

- | | |
|--------------------------------------------|-------|
| 6. Extra Charge for Dollies | _____ |
| 7. Extra Charge for Disconnecting Linkages | _____ |
| 8. Extra Charge for Winching (off roadway) | _____ |
| 9. Motorcycles | _____ |
| 10. Lockouts | _____ |
| 11. Tire Change | _____ |
| 12. Gas Pickup | _____ |

13. Per Hour Labor Charge / Extra Service _____

14. Other Charges proposed by the bidder:

TOWNSHIP OWNED VEHICLES OR THOSE VEHICLES ORDERED TO BE HELD

All road service to Township owned vehicles within a 30 mile radius of Plymouth Township, including changing of tires, and/or towing or storage, is provided at no charge to the Township of Plymouth.

We have the capability to tow vehicles up to 80,000 GVW:

From the front	Yes	No
From the rear	Yes	No

NOTE: Second time tows between the Plymouth Township Police facility and storage yard, or additional tows within storage yard will be at the contractor's expense.

Vehicles towed and ordered held for investigative purposes such as, but not limited to: Fatal and serious injury accidents, Forfeiture, Arson, Theft, and Fraud, may only be released after authorization from the Police Department is given. Such vehicles held by order of the Police Department will incur costs for towing and no more than 5 days storage fees charged to the owner or representative.

Vehicles that are towed, held, and become the property of the Township of Plymouth through forfeiture or by other means will not incur towing or storage fees. Such vehicles will be turned over to Plymouth Township or held on premises until such time as the vehicles can be auctioned or disposed of.

DEVIATIONS FROM SPECIFICATIONS MUST BE SPECIFIED HERE:

VENDOR COMMENTS:

Company Name: _____

Address: _____

City: _____ State : _____ Zip: _____

Agent's Name: _____
(please type or print)

Agent's Title: _____
(please type or print)

Agent's Signature: _____

Telephone No. _____ Fax No. _____

Date: _____

THE FOREGOING IS A TRUE STATEMENT OF FACTS:

I/we hereby certify under penalty of law that we are not an Iran linked business as defined in PA 517 of 2012.

Signature of Authorized Company Representative:

Company

Address:

Date:

Representative's Name

(Please Print)

