

RESOLUTION

No. 2022-906

By Commissioner Clark-Coleman

RESOLVED, by the Wayne County Commission this 30th day of November, 2022 that approval be, and is hereby, granted authorizing a revenue-generating contract between the Charter County of Wayne and Martin's Towing & Auto Sales, Inc. (of Brownstown) in the estimated amount of \$150,000 to provide towing, storage and auction services initiated for citizens' assistance, abandonment and/or nuisance abatement seizures, as recommended by the Sheriff; and be it further

RESOLVED, that the term of the agreement is from November 30, 2022 through September 25, 2025 and the revenue from the contract will be deposited into Account No. 263 31303 628035 (Sheriff-Drug Enforcemnt); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned contract on behalf of the Charter County of Wayne.

[Contract on File]

(2022-71-049)

TOWING SERVICES CONTRACT

Between

WAYNE COUNTY

And

MARTIN'S TOWING, INC

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THIS CONTRACT between the County of Wayne, Michigan, a body corporate and Charter County, acting through the Office of the Sheriff, (the "County") and Martin's Towing Inc., a Michigan corporation (the "Contractor").

1. PURPOSE

1.01 The County is required to provide vehicle and watercraft towing, storage, redemption and auction services. The services include, but are not limited to, abandoned, impounded or seized vehicles, general assistance, emergency incidents such as traffic accidents, traffic controls, and special services requiring medium or heavy-duty wreckers.

1.02 The Contractor desires to provide these services for the County in accordance with the terms and conditions described herein. The Contractor is experienced and able to provide the required technical and professional services.

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor, and the Contractor agrees to perform the services faithfully and diligently according to the terms and conditions contained in this Contract, the request For Proposal Control No. 37-22-071 (Appendix A), the Contractor's response to the RFP (Appendix B), Price Sheet (Appendix C), Sheriff's Office Towing Policy (Appendix E) and consistent with the applicable industry and professional standards. If there is any conflict or inconsistency or contradiction among terms of the documents, the order of precedence is: 1. this Contract, 2. the County's Request For Proposal, 3. the Contractor's response to the RFP and 4. Sheriff's Office Towing Policy.

3. SCOPE OF SERVICE

3.01 The Contractor must perform the services in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

3.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.03 The services include all conferences and consultation deemed necessary by the County to perform the services properly and fully.

3.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

4. PRIOR PERFORMANCE PROHIBITED

4.01 The Contractor shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the Contractor shall not commence performance under this Contract or accept payment for services provided under this Contract until:

- A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer; or
- B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the Chief Executive Officer, or a purchase order is issued.

The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any and all expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be responsible for a municipal civil infraction punishable by a fine of up to \$500.00 and shall be liable for all expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out

of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

5. TERM OF CONTRACT

5.01 This Contract begins upon Commission approval and ends September 30, 2025. The Contractor must expediently perform the services to achieve the objectives of this Contract. Upon written agreement, the parties may renew the contract for two years.

6. DATA TO BE FURNISHED TO CONTRACTOR

6.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

7. PERSONNEL

7.01 To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

7.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

7.03 Each employee must devote the time and professional ability as is necessary to perform the services most effectively and efficiently according to professional standards.

7.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

7.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

8. ADMINISTRATION

8.01 The Contractor must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

8.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution, or executive order.

8.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

9. COMPENSATION AND METHOD OF PAYMENT

9.01 This is a revenue generating contract requiring the Contractor to make payments to the County. Any and all towing, storage, redemption, and auction fees owed to the County by the Contractor, shall be offset from auction proceeds. The County will not be obligated to make payment to the Contractor under any circumstances. Contractor shall make payment to the County in accordance with the prices in Appendix C.

9.02 At the direction of the Sheriff's Office, and at the Contractor's expense, Contractor must when necessary, provide minor vehicle repairs or services on auction vehicles. Contractor must provide minor vehicle repairs or services on auction vehicles.

9.03 On occasion, Contractor must provide installation, repair, acquisition or maintenance on, or for, required or necessary law enforcement vehicles, equipment or other non-vehicle acquisition

needs for the Sheriff's Office. Such costs associated and agreed to by all parties (including mileage reimbursement for vehicle service or pick-up outside of Wayne County) to be deducted from net contract proceeds.

9.04 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative, or otherwise, or in any internal County preparatory meetings for the proceeding, to assist the County in any matter relating to the purpose or outcome of this Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence, and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

10.02 The County and the Legislator Auditor General have the right to examine and audit all books, records, documents, and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services, or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with any subcontractor, a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, during the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the County, or within such other time frame as agreed upon by a duly authorized representatives of the County and the Contractor.

10.04 If, because of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor, or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to indemnify, defend, and hold the County harmless against any claim based in whole or in part on an allegation that the Contractor or any of its agents, employees or subcontractors qualify as employees of the County, and against any related costs or expenses, including but not limited to legal fees and defense costs.

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County and is not being retained in any capacity as a joint enterprise or venture with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

12. INSURANCE

12.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, or employees.

12.02 Contractor shall maintain at least the following minimum coverage:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Umbrella or Excess Liability Policy in an amount not less than \$2,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees, and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident.

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

12.03 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

12.04 Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.05 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.06 Waiver of Subrogation. Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

12.07 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.08 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

12.09 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the

- date the Contractor starts to perform the services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
 - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

12.10 Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

12.11 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

12.12 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

13. INDEMNIFICATION

13.01 Except for claims arising from the County's gross negligence, the Contractor agrees to indemnify, defend and save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

13.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

13.03 The Contractor may not hold the County liable for any personal injury incurred by the employees, agents or consultants of the Contractor while working on this Contract which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of the County or any employee of the County acting within the scope of their employment. The Contractor agrees to indemnify, defend, and hold the County harmless from and against any such claim by the Contractor's employees.

13.04 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by legal proceeding or agreement. The County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the County without the County's prior, written consent.

13.05 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

13.06 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

13.07 This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

14. BANKRUPTCY OR INSOLVENCY

14.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.
- B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County
 - (i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;
 - (ii) adequate financial capacity to own, operate, lease, or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and
 - (iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.
- C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than 5 business days' notice.
- D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

14.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

15. NOTICE OF MATERIAL CHANGES

15.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit-sharing plans.
- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any

further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least thirty (30) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment based on the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made.

16.02 Upon terminating the Contract, County shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due, or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive, or future contracts between the parties. All excess reprourement costs and damages shall not be considered by the parties to be consequential, indirect, or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the County are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Contractor shall be liable to the County for any damages the County sustains by virtue of the Contractor's breach or any reasonable costs the County might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses, and other consultants.

16.03 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

16.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract shall, at the option of the County, become the County's exclusive property, whether said Records are in the possession of the Contractor. The Records shall be free from any claim or retention of rights on the part of the Contractor except as specifically provided in this Contract. The County shall return all property of the Contractor to the Contractor.

16.05 Any intentional failure or delay by the Contractor to deliver the Records to the County promptly upon termination of this Contract will cause irreparable injury to the County not adequately

compensable in damages and for which the County has no adequate remedy at law. The Contractor shall pay the County five hundred dollars (\$500.00) per day as liquidated damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records to which the Contractor hereby consents as well as all applicable damages and costs. The County shall have unrestricted use of the Records for the purpose of completing the services.

16.06 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and always handled in such a manner as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

16.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

17. ETHICS IN CONTRACTING

17.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County code governing "Ethics in Public Contracting."

17.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

17.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

17.04 If the contract price is in excess of twenty thousand dollars (\$20,000), or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120-225, 120-228, 120-229, 120-230 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of fifteen percent (15%) of the total Contract compensation;
- B. Debar or suspend the Contractor from consideration from competing for further County contracts; or
- C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.

17.05 Upon a showing that a subcontractor has paid a surcharge to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount of the surcharge was included in the price of the subcontract or order and ultimately borne by the County and that the County shall have the right to recover the amount of the surcharge from the Contractor. The County may also recover the amount of the surcharge from the subcontractor that paid or is paying the surcharge. Recovery by the County of the surcharge from one offending party shall not preclude recovery from other offending parties. The Wayne County Prosecuting Attorney may initiate and prosecute any civil action needed to enforce this article, if the Wayne County Corporation Counsel declines to do so.

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated

- regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
 - F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
 - G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. County shall promptly give notice of any such provisions to Contractor during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions, or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height, or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Article 11 of the Wayne County Code, headed "Equal Contracting Opportunity," or applicable state or federal law.
 - (i) Make or use a written or oral inquiry or form of application that solicits or attempts to elicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight of prospective employees;
 - (ii) Make or keep a record of that information or disclose that information;
 - (iii) Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight; or
 - (iv) Make, before or during the initial application process, background checks or oral or written inquiries as to prior criminal conviction or convictions.
- E. Absolutely bar or otherwise preclude possible employment based on prior criminal conviction or convictions, provided that the prior criminal conviction or convictions is or are not directly related to the position being sought.

18.03 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions, or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, prior criminal conviction(s) or handicap. This Section does not apply if it is determined by the Wayne County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

18.04 The Contractor agrees that its subcontractors shall be subject to and shall not violate the nondiscrimination provisions of section 120-192(a) of the Wayne County Procurement Ordinance in performing work on County contracts. The Contractor shall notify its subcontractors that they shall be subject to said nondiscrimination provisions and shall include said nondiscrimination provisions in its subcontracts. The Contractor shall provide the County with a complete copy of any subcontractor agreement when requested.

18.05 If the Contract price is more than twenty thousand dollars (\$20,000), the Contractor shall comply with the slavery era disclosure requirements of section 120-192(f) of the Wayne County Procurement Ordinance, as implemented by the Wayne County Slavery Era Disclosure Affidavit the

Contractor will complete as part of the contract approval process. If it is subsequently determined by the Wayne County Division of Human Relations that the Contractor has not made a full disclosure in its affidavit of the information required by section 120-192, that failure shall constitute a substantial breach of the terms of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages as set forth in section 18.07, and debarment from any further business with the County.

18.06 Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the covenants in this Article may be regarded as a material breach of this Contract.

18.07 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination, or suspension of this Contract, in whole or in part;
- C. Disqualification from bidding on future contractors for a period of no more than three (3) years;
- D. Referral to Corporation Counsel for consideration of injunction, liquidated damages, or other remedies; and/or
- E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of five hundred dollars (\$500.00) per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Wayne County Purchasing Director, in consultation with the Wayne County Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance shall be paid by the Contractor.

18.08 If the Contract is funded, in whole or in part, by federal funds and if the County has been authorized by the funding source to require an affirmative action commitment from contractors who are to be paid from those funds, Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose.

18.09 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements of Article XI of the Wayne County Code, the provisions of the federal or state law shall apply, and the Contract shall be interpreted and enforced accordingly.

19. NOTICES

19.01 All notices, consents, approvals, requests, and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:
Victor Martin- Owner
Martin's Towing, Inc.
17180 Dix Toledo Rd
Brownstown, MI 48193
Phone: 734-283-8003
E-mail: Martintowing@yahoo.com

If to the County:
Soumaya A.Harb
Director of Administration
Phone:313-967-6926
E-mail: sharb@waynecounty.com

19.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

19.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

20. JURISDICTION AND LAW

20.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation, and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

21. CONFIDENTIAL INFORMATION

21.01 If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person because of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

21.02 The Contractor agrees to take appropriate action with respect to its employees to ensure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

22. COMPLIANCE WITH LAWS

22.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

22.02 The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

23. CHANGES IN SCOPE/SERVICE

23.01 County may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

23.02 If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made and the Contract modified in writing accordingly.

23.03 Contractor shall provide County with a written proposal to County's change request within five (5) business days of receipt of any such request. Contractor's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed Services, and cover all costs, expenses, overhead and profit of subcontractors, if any.

23.04 Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

23.05 If the County does not accept the Contractor's proposal, the County may:

- A. withdraw its change request;
- B. modify its change request, in which case the procedures set forth above will apply to the modified change request; or
- C. issue a Change Order.

23.06 Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided the County promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

23.07 No action, conduct, omission, prior failure, or course of dealing by the County shall act to waive, modify, change, or alter the requirement that Contract Modifications must be in writing and signed by the County and the Contractor. Contractor further acknowledges that Change Orders and Contract

Modifications are the exclusive method for effecting any change to the Contract.

23.08 No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties. If the change is a Change Order, it must be signed by an authorized representative of the County.

24. DEBARMENT AND SUSPENSION

24.01 The Contractor certifies to the best of its knowledge and belief, that:

- A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
- B. The Contractor and its principals have not, within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;
- D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

24.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.

24.03 The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

24.04 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

24.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

24.06 The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

24.07 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

24.08 Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

24.09 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

25. PROMPT PAYMENT

25.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within forty-five (45) days after satisfaction of the subcontract and receipt of a complete invoice, therefore. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within ten (10) days after receipt of the invoice. The forty-five (45) day period shall be extended by each day over five (5) days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated daily which is equal to an annual rate of interest of nine percent (9%) (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

26. SUBCONTRACTING AND ASSIGNMENT

26.01 The Contractor may subcontract with the companies listed in Appendix D, List of Subcontractors. Appendix C shall identify each such subcontract by stating the name and address of the subcontractor, describing in a general manner the services that will be subcontracted, and stating the percentage of this Contract, by dollar value, that will be subcontracted. The Contractor shall not terminate any subcontractor, without the County's prior written approval. Such approval shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall provide the County with immediate notice when a Wayne County-based subcontractor is terminated or substantially displaced by a subcontractor who is not so qualified. The Contractor must also direct notices to the attention of the individual specified in the Notice provisions, Article 19. The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the termination of the Contract at the County's discretion. If the Contract is not terminated, the assignment shall be deemed null and void.

27. LIQUIDATED DAMAGES

27.01 The Contractor shall perform the services according to the schedule contained in Appendix B. The Contractor shall be responsible for any loss or damage which results from failure to timely perform the services. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the Contractor shall pay liquidated damages as indicated. If Contractor does not have the services completed according to the scheduled date, then Contractor shall provide a revised Delivery Date. Contractor shall pay to the County as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified Delivery Date and the date that Contractor actually completes the services, an amount of \$1,000.00 per day. The liquidated damages shall first be set off against the unpaid portion of the Contract price.

28. MISCELLANEOUS

28.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

28.02 Articles 12, 13, 19, and 21 survive termination of the Contract.

28.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

28.04 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

28.05 Neither party is responsible for force majeure events. If there is a dispute between the

parties regarding what constitutes a force majeure event, the County's reasonable determination is controlling.

28.06 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any article, section, or other subdivision.

28.07 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

28.08 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

28.09 The Contractor warrants that any products sold, or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense, or liability arising out of the claim, whether or not the claim is successful.

28.10 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

28.11 The Contractor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

28.12 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

28.13 The County or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the County contained in this Contract will not be affected in any manner.

28.14 If the division of Human Relations determines that the Contractor has not made a full disclosure in its affidavit regarding its investments in, support or profit in some manner from the institution of slavery, that failure shall constitute a substantial breach of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages, and debarment from any further business with the County.

28.15 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are or will be acquired by either party by implication or otherwise unless set forth.

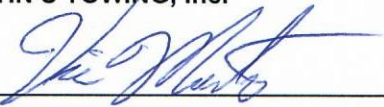
29. AUTHORIZATION AND CAPABILITY

29.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery, and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so, on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

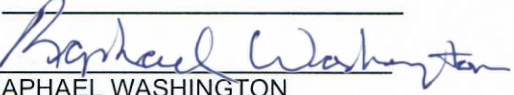
30. SIGNATURE

30.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

MARTIN'S TOWING, Inc.

By: 
Its: OWNER
Date: 10-14-22

COUNTY OF WAYNE

DocuSigned by:
Brian Manning for
By: WARREN C. EVANS
Its: COUNTY EXECUTIVE
Date: 12/6/2022 | 11:00:19 AM EST
By: 
Its: SHERIFF
Date: October 14, 2022

APPROVED AS TO FORM:

By: /s/Jane G. Enright August 5, 2022
DEPT OF CORPORATION COUNSEL

APPENDIX A: COUNTY'S REQUEST FOR PROPOSAL



THE CHARTER COUNTY OF WAYNE, MICHIGAN
REQUEST FOR PROPOSAL
FOR
TOWING AND RELATED SERVICES

CONTROL NO. 37-22-071

RFP TIMETABLE

ACTION	DATE	TIME
RFP Issue Date	3/10/2022	
Pre-Proposal Conference*	NA	
Proposer's Questions Due	3/17/2022	2:00 PM EDT
Responses to Proposer's Questions	3/21/2022	
Oral Presentations*	NA	
Proposals Due	3/30/2022	2:00 PM EDT
Notice to Award**	4/2022	
Contract Start Date**	10/2022	

* If Necessary

** Estimated Dates

Procurement Contact:

David Thornton

PHONE: 313-224-5082

EMAIL: dthornton1@waynecounty.com

Description: The County of Wayne is requesting proposals for towing services through this Request for Proposals (RFP), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals to or for the purpose of providing vehicle towing, storage and auction services. The towing and storage services are for twenty-four (24) hours per day, seven (7) days per week. The redemption services are for five days per week for eight hours per day. Auction services will be provided as determined by the Sheriff's Office. The contract will be for three (3) years beginning October 1, 2022, with an option for One (1) two year renewals. The County of Wayne Reserve the right to have more than one contractor at its own discretion.



A copy of this RFP may be obtained from the BidNet Direct website (formerly MITN.info) at <https://www.bidnetdirect.com>, until the deadline date and time noted above.

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PART 1 – REQUEST FOR PROPOSAL (RFP)

SECTION 1.0 – INTRODUCTION & INSTRUCTIONS

1.1 Introduction/Background

INTRODUCTION: Through this Request for Proposal (RFP), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals to... or for the purpose of... Through this Request for Proposals (RFP), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals to or for the purpose of providing vehicle towing, storage and auction services. The towing and storage services are for twenty-four (24) hours per day, seven (7) days per week. The redemption services are for five days per week for eight hours per day. Auction services will be provided as determined by the Sheriff's Office. The contract will be for three (3) years beginning 10/1/2022 with an option for one (1) two year renewals.

GENERAL WAYNE COUNTY INFORMATION: Situated in the heart of the Great Lakes region along the beautiful Detroit River, Wayne County is the 19th most populous county in the United States. With 43 distinct communities including the automotive capital of the world - Detroit, Wayne County is rich in history, culture, arts, and world-class amenities. We take pride in being one of the most diverse counties in the United States; a place where different cultures come together to offer a truly cosmopolitan experience.

Wayne County offers a first-class business environment, a top-rated international airport, diverse residential areas, expansive parks, and a multitude of recreational and cultural activities. We are home to several major universities including Wayne State, the University of Michigan-Dearborn, and the University of Detroit-Mercy. We have several award-winning secondary and primary schools, as well as numerous community colleges and vocational schools. We are also home to the Detroit Symphony Orchestra, Michigan Opera Theater, Detroit Institute of Arts, the Henry Ford, and dozens of theaters, art galleries and concert halls. With hundreds of musical and cultural events every year, Wayne County is Michigan's cultural epicenter.

SPECIFIC BACKGROUND INFORMATION: The County of Wayne, a body corporate, and Charter County, acting through its Office of the Sheriff (the "County") has a requirement for the provision of vehicle and water craft towing, storage, redemption and auction services that may include, but are not limited to, abandoned, impounded or seized vehicles, general assistance, emergency incidents such as traffic accidents, traffic controls, and special services requiring medium or heavy duty wreckers.

The County desires to enter into agreement for these services with one or more companies at the discretion of the County capable to providing the best level of service available. Such company or companies must be able to demonstrate the most responsive service on a twenty-four (24) hour, seven (7) days per week basis. The successful company or companies must be able to demonstrate successful operation and performance



with other similar organizations or geographical area, in accordance with all laws, rules, and regulations, and with all required bonds, licensing, insurance, and zoning required by the State, County, and if required, local units of government. If more than one company is awarded a contract, it is at the discretion of the Sheriff's Office as to the volume of any of services offered to the company or companies to provide such service.

The County is looking for company or companies to provide the best level of service available. Such company or companies must be able to demonstrate the most responsive service on a twenty-four (24) hour, seven (7) days per week basis. The successful vendor(s) must demonstrate successful operation and performance in other similar organizations, geographical area with all required bonds, licenses, insurance, zoning required by the State, County and if required, local units of government laws, rules and regulations. To qualify for consideration, the tow yard and business office must be physically located within Wayne County.

Wayne County Sheriff's Office 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 Wayne County Sheriff's Office to be in the best interest of program even though not the lowest bid.

Proposals must be signed by an official authorized to bind the Contractor to its provisions for at least a period of 120 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

The quantity of tows, storage or auction services to be determined by the Wayne County Sheriff's Office (WCSO). The WCSO reserves the right to award services to the selected vendor(s) based on the requirements and needs of the WCSO. If the amount of services is less than that indicated, that fact shall not constitute the basis for a price adjustment nor will the County be responsible for any costs for the resulting difference.

1.2 Objective

The general objectives of this solicitation are the following:

- competitively award a contract
- ensure there is a fair process at every step of the procurement process
- to fulfill the purchase request in a timely manner
- ensure that taxpayers dollars are spent wisely

1.3 Overview of Solicitation (RFP) Document

The solicitation is composed of the following 2 parts:

PART 1: REQUEST FOR PROPOSAL



Section 1.0: INTRODUCTION, OVERVIEW, INSTRUCTIONS: Specifies the information regarding the requirements of the solicitation process.

Section 2.0: MINIMUM QUALIFICATIONS: Specifies the requirements a Proposer must meet in order to be considered for evaluation.

Section 3.0: SCOPE OF WORK: Sets forth a description of the required Towing Services

Contractor shall provide towing, storage, redemption, and auction services to the WCSO. Services may include, but are not limited to: abandoned, impounded or seized vehicles, general assistance, and services requiring medium or heavy duty wreckers. The quantity of towing, storage, redemption, or auction services, if any, shall be determined by the WCSO. Service calls will be made on an alternating basis; however, the WCSO reserves the right to assign services to any selected vendor as determined by the requirements and needs of the WCSO.

Through this Request for Proposals (RFP), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals to or for the purpose of providing vehicle towing, storage and auction services. The towing and storage services are for twenty-four (24) hours per day, seven (7) days per week. The redemption services are for five days per week for eight hours per day. Auction services will be provided as determined by the Sheriff's Office.

Section 4.0: PROPOSAL EVALUATION, SELECTION & AWARD PROCESS: Includes information on how proposals will be evaluated, selected and awarded.

PART 2: SUPPLIER SUBMITTAL REQUIREMENTS (CHECKLIST)

Section 5.0: REQUIRED DOCUMENTATION AND FORMS: Proposer will submit the required documentation and complete the requisite forms that will be utilized in determining whether the Proposer is a responsive and responsible Proposer that has the capacity and capability to deliver and provide products under this agreement.

1.4 Contact with Wayne County Personnel

In order to create a more competitive and unbiased procurement process, the County has designated a single point of contact for the duration of this solicitation. From the issue date of this proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this RFP, or contact with County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

If it is discovered that a Proposer contacted and received information regarding this Solicitation from any Wayne County personnel other than the person specified above, the Wayne County Procurement Director,



in his/her sole discretion may disqualify its proposal from further consideration. Only those communications made by the Procurement Department contact in writing will be binding with respect to this RFP.

If it is later discovered that a violation in regard to this section has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this RFP.

1.5 Wayne County Rights & Responsibilities

Wayne County has the right to amend this RFP by one or more written addenda. Wayne County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda.

Should any such addenda require additional information not previously requested, Proposer's failure to address the requirements of such addenda may result in the Proposal not being considered, as determined in the sole discretion of Wayne County. Wayne County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf, other than the Procurement Director, Procurement Director's designee, and/or stated contact for the solicitation.

It is the Proposer's responsibility to periodically check the source of the RFP until the posted Proposal Deadline to obtain any issued addenda. However, Wayne County will make reasonable efforts to inform all Proposers of any clarifications, modifications, or amendments.

When, either before or after receipt of proposals, Wayne County changes its requirements or terms and conditions, the Procurement Director, or their designee, shall amend the solicitation.

The Procurement Director will have the discretion to extend the RFP deadline date if he/she determines that it is in the best interest of the County. Furthermore, the Procurement Director may also cancel the original solicitation and issue a new solicitation if it is in the best interest of the County or if the amendment is so substantial in nature as to exceed what prospective offerors reasonably could have anticipated, so that additional sources likely would have submitted offers had the substance of the amendment been known to them.

1.6 Subcontractors

In an effort to promote supplier diversity, Wayne County encourages Proposers to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.

Subcontractors (or their assignments), as it pertains to the Scope of Work, may not be changed without prior written approval by the County. The Contract will not be assignable to any other business entity without the County's approval. Proposers are encouraged to consider a joint venture.

1.7 Disqualification of Respondents



Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

- a. Evidence of collusion among proposers
- b. Lack of competency as revealed by either financial, experience, or equipment statements
- c. Lack of responsibility as shown by past work
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded
- e. Being in arrears on existing contracts, in litigation with the County, or having defaulted on previous contracts.

1.8 Freedom of Information Act (FOIA)

Proposal responses, resultant contract(s) and all information submitted to Wayne County by Proposers and Contractors is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

1.9 Disclosure of Contents

All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the proposal becomes the property of the County and may be returned only at the County's option.

Proposers must make no other distribution of their proposals other than authorized by this RFP. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer personnel shall be subject to disqualification.

1.10 County-Based Enterprise (and other) Advantage Programs

Wayne County administers a procurement program that gives pricing advantages (equalization credits) to businesses located within Wayne County and to businesses located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply equalization credits up to 7% to the price for proposals submitted by certified County Based Enterprises (CBE) and 2% for Targeted Growth Community Enterprise (TGCE).

County Based Enterprise / Targeted Growth Community Enterprise Equalization Allowance Table

Contract Amount	Equalization Percentage
Up to \$50,000 (CBE)	7%
\$50,000 to \$200,000 (CBE)	5%



\$200,000.01 and over (CBE)	2%
Targeted Growth Community Enterprise (TGCE)	2%

This program also includes five additional certifications that provide businesses with equalization credits. The five additional certifications are: Small Business Enterprise (SBE), Expanding Business Enterprise (EBE), Joint Venture (JV), Mentor Venture (MV) and Veteran Enterprise (VE). These equalization credits for qualifying certified suppliers have maximum allowable credits that cannot exceed 10% of the price. All suppliers and their first tier subcontractors*, who wish to receive credits for their proposals, **must be certified by the Human Relations Division at the time of Proposal and must submit a copy of their current certification in the proposal.**

Certification Eligible for Equalization Credits	Equalization Percentage
Small Business Enterprise (SBE)	2%
Expanding Business Enterprise (EBE)	2%
Joint Venture (JV)	2%
Mentor Venture (MV)	2%
Veteran Enterprise (VE)	2%

Equalization Allowance table for SBE, EBE, JV, MV, VE

If you have questions regarding certification or to apply for certification please visit Human Relations website at <https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx> or call the office (313) 224-5021.

Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements as well as other advantage categories; in these cases, equalization credits will not apply.

*Additional equalization credits will be awarded to first tier CBE and TGCE subcontractors of the Proposer. (See section 4.10.5)

1.11 Final Agreement Award Determination

The County reserves the right to withdraw the RFP, to award to one Proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice



sent to the Proposer at the address designated in the proposal. If, for any reason, a contract is not executed with the selected Proposer within a reasonable amount of time, as determined by Wayne County, after notice of recommended award, then the County may recommend the next most responsive and responsible Proposer. Award of this proposal is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Proposer's proposal does not constitute a binding contract.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

The County is not liable for performance costs until the successful Proposer has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Proposer non-responsive.

1.12 Conflict of Interest

No Wayne County employee or agent whose position in Wayne County enables him/her to influence the selection of a Supplier for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a supplier.

1.13 Gratuities

It is prohibited for any Wayne County officer, employee or agent to accept a gratuity for themselves or for a relative, except as permitted by the County's Procurement Ordinance.

A proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.14 Compliance with Laws

The Proposer must comply with all federal, state, and local laws and policies including, but not limited to:

- A. The provisions of the Wayne County Procurement Ordinance governing "Ethics in Public Contracting", as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;
- B. The Michigan Civil Rights Act;
- C. The Persons With Disabilities Act;
- D. The Age Discrimination Act;
- E. Section 504 of the Rehabilitation Act;
- F. The Slavery Era Disclosure Ordinance;
- G. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

1.15 Cooperative Contract (Optional)



Wayne County, as the Lead Public Agency has partnered with Michigan Association of Counties (“MAC”) to make the resultant Contract, from this solicitation available to other Wayne County municipalities and counties across the state, including school districts and local governmental entities, and agencies for the public benefit (“Public Agencies”), through the Collaborative Procurement Plus (“CoPro+”) program. Wayne County is acting as the contracting agency for any other Participating Public Agency that elects to utilize the Contract. Use of the Contract by any Public Agency is preceded by their registration as a Participating Public Agency in Collaborative Procurement Plus (“CoPro+”) program.

As it applies to cooperative agreements, participation in the cooperative program is not a mandatory component or requirement in this solicitation in order for a Proposer to receive an award. Proposers have the option to be considered for a County agreement only or for both a County and cooperative agreement.

Purpose of Cooperative Contract

1. Provide governmental agencies opportunities for greater efficiency in procuring goods and services
2. Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts
3. Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity
4. Provide quick and efficient delivery of goods and services
5. Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.

Administrative Fees

An administrative fee of 1.5% will be collected on a quarterly basis. The fee will be calculated against the quarterly sales volume for all purchases made under this agreement. A request for Quarterly Sales Reports will be sent out from M.A.C. (Michigan Associations of Counties). M.A.C. is the CoPro+ consortium administrator.

All administrative fees collected under the CoPro+ consortium will be distributed between M.A.C., Wayne County and CoPro+ members that place a sales order against the Master Agreement.

1.16 Proposal Guarantee (Not Applicable)

A proposal guarantee, in the form of a bid bond in the amount of 5% of the total price of the proposal, must be submitted with the proposal. A proposal guarantee is a guarantee that the Proposer will enter into a contract for the work if the proposal is accepted.

1.17 Pre-Proposal Meeting and Site Visit (Not Applicable)

1.18 Definitions (Not Applicable)



SECTION 2.0 – MINIMUM QUALIFICATIONS

2.1 Adherence to Minimum Qualifications (Pass/Fail)

Interested and qualified Proposers that can demonstrate their ability to successfully provide services a contract(s) for towing and related services. Through this Request for Proposals (RFP), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals to or for the purpose of providing vehicle towing, storage and auction services. The towing and storage services are for twenty-four (24) hours per day, seven (7) days per week. The redemption services are for five days per week for eight hours per day. Auction services will be provided as determined by the Sheriff's Office requested under this RFP are invited to submit proposal(s), provided they meet the outlined minimum requirements in Section 3.7 and responded to in Section 4.1.

- Respondent must have a Class D (Broker) license through the State of Michigan.
- The Proposer able to respond within 90 minute within a call of service.
- Respond to towing requirements of the Marine Unit for maritime tows. Describe primary or subcontracting plan for water equipment tows.
- The Proposer's facility can accommodate 1,500 vehicles outside in a fenced and lighted yard and 25 vehicles inside in a secure building.
- The Proposer have at least 5 years of experience providing towing, storage and auction services with similar type or size organization.

Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

- Evidence of collusion among Proposers
- Lack of competency as revealed by either financial, experience, or equipment statements
- Lack of responsibility as shown by past work
- Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded

Failure of the Proposer to meet all of the minimum qualifications will eliminate its proposal from any further consideration.

2.2 Preferred Qualifications (Optional)

Not Applicable



SECTION 3.0 – SCOPE OF WORK/SPECIFICATIONS

3.1 Contracted Scope of Services/Statement of Work:

Contractor shall provide towing, storage, redemption, and auction services to the WCSO. Services may include, but are not limited to: abandoned, impounded or seized vehicles, general assistance, and services requiring medium or heavy duty wreckers. The quantity of towing, storage, redemption, or auction services, if any, shall be determined by the WCSO. Service calls will be made on an alternating basis; however, the WCSO reserves the right to assign services to any selected vendor as determined by the requirements and needs of the WCSO.

Provision of towing services up to twenty-four (24) hours per day, seven (7) days per week.

- Contractor must respond to any requested service location within a maximum of ninety-(90) minutes, however, a 60- minute response time is preferred.
- Contractor must tow vehicles to contractor's storage facility or other location as designated by the Sheriff's Office.
- Contractor must tow and store semi-trucks or tractors at the request of the Sheriff's Office.
- Contractor must tow for maritime services.
- Contractor must utilize reasonable towing rates based upon industry standards.
- Contractor must remit a **\$100.00** administration fee to the Sheriff's Office for each vehicle towed as abandoned vehicle or for safekeeping. This fee shall be collected every 30 days regardless of whether the vehicle is released or not.
- Contractor must remit a **\$100.00** administration fee to the Sheriff's Office for each vehicle towed and released under nuisance abatement or narcotics forfeiture. This fee shall be collected every 30 days only if the vehicle is impounded and released.
- Contractor must submit a daily log report containing the date, year, make, model, color and VIN of all vehicles towed each day.
- Contractor must submit a daily log report containing the date, year, make, model, color and VIN of all vehicles released each day.
- Mileage may be charged for towing in excess of five (5) miles from point of hook-up to the storage facility or other designated destination.
- **Storage / Redemption**

Contractor must store up to one thousand (1,000) vehicles in its secure outside storage space in a fenced and lighted yard. (The preferred storage capacity is 1,500 vehicles). Contractor must be able to store 25 vehicles inside in a secure storage area.



- Contractor shall indemnify and hold harmless the Sheriff's Office and County of Wayne from any claim or action resulting from damage or loss of such property.
- Contractor must provide redemption services five (5) days per week for eight (8) hours per day.
- Contractor must utilize reasonable storage rates based upon industry standards.
- Contractor must provide additional storage space for ten (20) in-service police vehicles at no additional cost.
- **Auction**
 - Contractor must title up to six hundred (600) vehicles per year.
 - Contractor must provide Vehicle Identification Number reconstruction at no additional cost.
 - The primary Contractor must provide an indoor facility (at least 30 feet by 60 feet) for the vehicle auctions at no additional charge.
 - As the auction will be held at the primary Contractor's site, any additional Contractor must deliver auction vehicles to the auction site at no cost to the Sheriff's Office.
 - No auctions of vehicles towed or stored under this agreement may be conducted unless a representative of the Sheriff's Office is present. Final sales are not authorized without the approval of the Sheriff's Office representative.
 - Primary Contractor must dispose of un-auctioned vehicles as no cost to the Sheriff's Office.
 - Forfeiture vehicles auctioned for \$299.99 or less shall have all proceeds go to Contractor/Auction Service for cost associated with the towing, storage, title and administrative fees and no costs or fees shall be assessed to the Sheriff's Office for these vehicles.
 - Forfeiture vehicles auctioned for \$300.00 or more shall have all proceeds go to the Sheriff's Office except for towing, auction fee and title fee assessed for each vehicle sold. There shall be no fees assessed to the Sheriff's Office for these vehicles.
- **Personnel**
 - All drivers and equipment to be utilized for service to the Sheriff's Office are in compliance with the provisions of the Motor Carrier Safety Act, 1963 PA 181, and the Michigan Vehicle Code, 1949 PA 300, as amended.
 - Drivers must be properly licensed with Chauffer/CDL/Hazmat certifications.
 - Contractor must provide the names and dates of birth of each employee involved in servicing the contract for quarterly background and license checks by the Sheriff's Office.
 - Drivers must be outfitted in clothing that clearly represents the Contractor (name, logo, etc.)
 - During the performance under the contract, drivers must treat the public with reasonable courtesy and professionalism.
- **Equipment**



- Throughout the term of the contract, Contractor must have at least four (4) flatbed trucks and one (1) heavy duty truck capable of towing semi- trucks or tractors
- Contractor must possess trucks that are capable of accessing backyards.
- Contractor must provide maritime tows as required by the Sheriff's Office.
- Additional
 - At the direction of the Sheriff's Office, and at the Contractor's expense, Contractor must when necessary, provide minor vehicle repairs or services on auction vehicles. Contractor must provide minor vehicle repairs or services on auction vehicles.
 - On occasion, Contractor must provide installation, repair, acquisition or maintenance on, or for, required or necessary law enforcement vehicles, equipment or other non-vehicle acquisition needs for the Sheriff's Office. Such costs associated and agreed to by all parties (including mileage reimbursement for vehicle service or pick-up outside of Wayne County) to be deducted from net contract proceeds.
 - Contractor must dispose of unclaimed vehicles in accordance with MCL 257.255g as to abandoned vehicles.
 - Contractor must maintain, and make available to the Sheriff's Office, a computer database containing all records of towing, storage, redemption, and auction services performed under the contract.
 - Contractor must be bonded, licensed and insured at a level deemed satisfactory by the County.
 - Contractor must provide the services of a Vehicle Identification Number (VIN) Reconstruction/Auto Salvage Inspector and provide same at no additional cost.
 - Contractor must title up to six hundred (**600**) vehicles per year.
 - Contractor must provide financial, inventory and other relevant reports, as required by the Sheriff's Office, within 1 working day of request, in Microsoft Word, Excel or Access via email or pre-approved storage media (e.g. CD, thumb drive).
 - Vendor responsible for costs to provide public notice of auction date, time, location and manner.
- When a vehicle is forfeited as a drug forfeiture, or nuisance abatement, and/or abandoned case and the Sheriff's Office opts to place the vehicle into official police use, the tow company shall assess no fees to the Sheriff's Office as it relates to the towing, storage and administrative of the vehicle.

3.3 Contract Term:

The term of the resultant contract(s) shall be for a period of three (3) years from the date of award, with one (1) two-years extension option, which may be exercised at the discretion of Wayne County.

3.4 Additional Specifications:

N/A



3.4.1 Service Work Schedules:

When the Contractor is onsite at County facilities the Contractor will observe the general operating hours of the facility, each facility may have different operating hours. If the Contractor and the County contact at a facility agree to access outside of general operating hours those agreements are between the Contractor and the County contact and not with the County.

3.4.2 Service Security of Building and Property Requirements:

County facilities are secured and Contractor will provide notification of its need to access County facilities timely so as to allow the County to notify security and to provide timely access to the Contractor.

3.4.3 Service Equipment Requirements:

The Contractor is responsible for providing its own computer equipment and information technology systems, unless specified otherwise under this RFP.

3.4.4 Service Consumable Supplies Requirements:

NOT APPLICABLE

3.4.5 Service Inspection and Correction of Deficiencies Requirements:

The County may inspect the part of the plant, place of business, or work site of a Contractor or Sub-Contractor at any tier, which is pertinent to the performance of any contract awarded or to be awarded by the County.

Repeated failure to correct deficiencies will result in cancellation of the contract by the WRESA Deputy Superintendent.

3.4.6 Service Capabilities:

The Contractor will provide professionals who are current with professional development and will provide such documentation as necessary to show compliance.

3.4.7 Ordering of Services:

NOT APPLICABLE

3.4.8 Customer Service:

Contractor provided professionals assigned to the engagement will reply to email or phone calls timely.

3.4.9 Roles and Responsibilities:



The Contractor will not subcontract the responsibilities outlined in this RFP without prior written approval (excluding subcontractor(s) disclosed in the response to this RFP).

3.4.10 Delivery Acceptance Criteria:

The designated Wayne County representative shall provide the final review and approval of the required services/productions outlined in this RFP.

3.4.11 Service Level Agreements:

NOT APPLICABLE

3.4.12 Milestones:

The Contractor, as part of the response to this RFP, shall provide a timeline with milestones identified for timely implementation of services/delivery of products. The proposed timeline and milestones should preferably be presented in a Gantt chart format.

3.4.13 Training:

The Contractor shall provide training, as outlined in the Scope of Work/Specifications section of this RFP.

3.4.14 Success Criteria:

The Contractor is responsible for the successful performance of all requirements outlined in this RFP.



SECTION 4.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key information as well as instructions to proposers on how to prepare and submit their proposal:

4.1 Wayne County Responsibility

Wayne County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

4.2 Truth and Accuracy of Representations

The Wayne County Procurement Director or designee may reject any proposal that is evaluated and determined to include false, misleading, incomplete, or deceptively unresponsive statements.

4.3 Proposer Q&A

Proposers may submit written questions regarding this RFP, by the questions deadline date, to the individual identified on the cover page. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section and paragraph number, and quote the language that prompted the question. This will ensure that the issue can be quickly found in the RFP. Wayne County reserves the right to group similar questions when providing answers.

Wayne County may modify the RFP at any time during the proposal process. All changes to the RFP will be posted as an addendum under the proposal number and each posting officially revises the RFP.

4.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 180 days from the due date for responses to this RFP.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

The Proposer will be responsible for completing all documents and forms listed under Part 2, Section 5, of this RFP, which is titled Supplier Submittal Requirements. If not provided, proposer will be required to download the forms. Complete the forms, including signature, and then upload the forms. These documents and forms are as follows:

- Documents demonstrating minimum qualifications – It is expected that a Proposer will include completed forms to demonstrate minimum qualification requirements are met, which include:



- References
 - Business Information Questionnaire (included in the Ethics in Contracting Form)
 - Resumes for key personnel
 - Licenses/Certificates
-
- Signed Proposal Form – The Proposer **must** sign the Proposal Form. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer.
 - Pricing Sheet – The Proposer **must** use the Pricing Sheet that accompanies this RFP. Any other pricing format submittal may result in disqualification.
 - Proposal Guarantee – (Not Applicable)
 - Response to Scope of Work Requirements Form - The Proposer shall include a detailed response to the outlined requirements.
 - Terms & Conditions Form – Proposer will review terms and conditions. Any exceptions to the terms and conditions need to be identified in the proposal otherwise it will be determined that the terms and conditions are acceptable to the Proposer.
 - First Tier Subcontractor Designation Form – This form is required to be completed by all prime contractors for contracts greater than \$50,000.
 - Ethics in Contracting Vendor Form – This form is required to disclose any relationships between the principal/managing members of the proposing company and Wayne County employees for all contracts greater than \$10,000.
 - W-9 Form – This form is required to verify the proposer's federal tax identification (EIN) number and legal business name.
 - Fair Employment Practices (FEP) Certificate – A current FEP certificate is required of all companies that do business with Wayne County. If the proposer does not have this certification, an on-line application shall be submitted to the Human Relations Department at the time of proposal submission for all contracts greater than \$50,000. Print a hard copy of your company's on-line application and submit with the proposal.
 - Certificate of Insurance (COI) – A current COI is required, which lists, at minimum, commercial general liability limits and as applicable other insurance that may be required. The requirements for the resultant contract are listed in the Contract/Terms and Conditions attachment.
 - DBE Form – (Not Applicable)
 - Debarment Form – (Not Applicable)



- Evaluation Criteria – Proposer is to include any additional materials or documentation, which supports its ability to meet or exceed the Evaluation Criteria outlined in Section 4.10 of this RFP.

There are no unique formatting requirements. Information provided shall be organized and in a readable format.

4.5 Proposal Submission Requirements

To be considered, the proposal must be prepared in the manner and detail specified in this RFP.

- 1) Proposals, all attachments, and any modifications or withdrawals, must be submitted electronically through the BidNet Direct (MITN) Bid System (<https://www.bidnetdirect.com/>). Proposers should provide the documents in a modifiable form (e.g., Microsoft Word or Excel), but have the option to also provide copies of any documents in a non-modifiable form (e.g. PDF) with the sole exception of any pricing which must be provided in Excel format, when an Excel Pricing Sheet is provided. Proposer's failure to submit a proposal as required may result in disqualification of such proposal. The proposal and attachments must be fully uploaded and submitted prior to the due date and time identified above.

Proposals received after the deadline will not be accepted.

Do not wait until the last minute to submit the proposal, as the BidNet system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The BidNet system will not allow a proposal to be submitted after the due date and time identified on the cover page.

- 2) The opening/downloading of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
- 3) Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP, specifications and terms of the Form of Contract, and the County's Procurement Ordinance, and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- 4) Proposals sent by facsimile, telegraph, or email will not be considered.
- 5) All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.

4.6 Duplicate Proposals

No more than one (1) proposal from any Proposer, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

4.7 Withdrawal



Proposals may be withdrawn through the BidNet Direct System prior to the proposal deadline indicated on the cover page of this RFP. No proposal may be withdrawn after the deadline for submission.

4.8 Evaluation Process

All Proposals will be reviewed for compliance with the mandatory minimum requirements stated within this RFP. Proposals not in compliance with the mandatory minimum requirements will be eliminated from further consideration.

- A. Wayne County may contact the Proposer for clarification of the Proposer's proposal.
- B. Wayne County may require the Proposer to submit additional and/or supporting materials.
- C. Responsive proposals will be evaluated on the factors identified in this RFP. The Proposer(s) whose proposal is advantageous to the County, taking into consideration the evaluation factors, will be recommended for award approval.

4.9 Evaluations and the Proposal Evaluation Committee

Wayne County reserves the right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s).

All requests for proposals shall be reviewed and evaluated by an Evaluation Committee approved by the Procurement Director. Evaluation Committees are usually comprised of at least three voting members, but they can be any size. Voting membership on the Evaluation Committee shall be limited to County employees; however, the Procurement Director, Procurement Officer, public officials and/or consultants under contract with Wayne County may sit as non-voting consulting members. (Bid Evaluator's Guide)

All proposals will be evaluated based on Section 4.10 below. All proposals will be scored and ranked in numerical sequence as outlined in the Bid Evaluator's Guide. Wayne County may also, at its option, invite proposers being evaluated to make an oral presentation or conduct site visits, if appropriate.

After a prospective supplier/contractor has been selected, Wayne County and the prospective supplier(s)/contractor(s) will negotiate a contract.

Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover page of this RFP, so that written clarification may be sent to all prospective proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Contact only before the Question Deadline indicated on the cover page of this document. All answers will be issued in the form of a written addendum.

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a



Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.

4.10 Evaluation Criteria

4.10.1 *Experience & Qualifications (35 points)*

- Describe how you meet or exceed the minimum qualifications:
 - Include detailed description of at least two similar contracts (similar organizations or geographic areas) within the last five years. Provide references for each, including name of establishment, address, dates of service, contact name and telephone number.
 - Provide documentation of Michigan Public Service Commission (MPSC) license. Indicate the issue dates, term of the license, and, if your company has had such suspended, revoked or terminated in the last five (5) years. If yes, to suspension, revocation, termination, indicate why and reason for re-issuance of license.
 - Provide documentation of a Class D (Broker) license through the State of Michigan. Indicate the issue dates, term of the license, and, if your company has had such suspended, revoked or terminated in the last five (5) years. If yes, to suspension, revocation, termination, indicate why and reason for re-issuance of license.
- Describe how you meet or exceed the preferred qualifications (at least three similar contracts (similar organizations or geographic areas) within the last three years). Provide references for each, including name of establishment, address, dates of service, contact name and telephone number.
- Provide at least three (3) references for similar projects, including name of establishment, address, dates of service, contact name and telephone number.
- Detail if your company has been terminated from towing services over the past five years and reason for termination.
- Describe the experience and qualifications of key personnel. Include detailed resumes.
- Describe towing experience related to maritime towing for both vehicle and boat tows. Describe the number and type of maritime tows provided in the last 18 months including the equipment and personnel used to provide such tows.

4.10.2 *Technical Solution (30 points) (If applicable)*

TOWING:



- Describe the staffing plan to provide towing services 24 hours per-day seven days per week within a maximum of 90 minutes from call in for tow services. Describe the number and nature of professional staff to be utilized in provision of these services.
- Describe the size of the company, the location of the business office, location and size of the storage site(s) for both inside and outside secured and lighted storage.
- Describe the vehicle class, make, year, model and GVWR number, capacity, type of booms, lift type, number and size of winches, and wheel/axle configuration. Furnish a copy of each vehicle registration. If leased, furnish a copy of the lease. Provide photographs showing required lettering and registration plate. Provide a copy of the last completed certification inspection.
- Describe how your company will provide vehicle security measures for both outside and inside storage. Provide documentation as to the size of the storage areas and that it is fenced and lighted storage space. Provide documentation of inside secure storage area including size and security for that area.
- Describe maritime towing services. If applicable, provide the maritime towing plan if it is to be provided by a subcontractor.
- Describe the daily log report containing the date, year, make, model, color and VIN of all vehicles towed each day. Provide sample daily log report.
- Describe the daily log report containing the date, year, make, model, color and VIN of all vehicles released each day. Provide sample daily log report.

STORAGE/REDEMPTION

- Describe your plan to store at least 1,000 vehicles in a secure, fenced and lighted area. Indicate if the capacity is over 1,000 and if so what is the capacity. Also, describe your plan to store 25 vehicles inside in a secure storage area.
- Provide a copy of your staffing plan for redemption services (5) days per week for eight (8) hours per day.
- Describe your plan to provide storage space for ten (10) in-service police vehicles.

AUCTION

- Describe the auction plan to meet the requirements of the RFP.
- Describe your plan to coordinate with law enforcement to title vehicles.
- Describe the vehicle identification reconstruction (VIN) methodology.
- Describe the indoor facility for the vehicle auctions; provide the location, size, and security associated with the facility. Detail if owned by the vendor, or, if it is a leased facility for auction purposes only; provide a copy of the lease for the facility.
- Describe the disposition process for un-auctioned vehicles.

PERSONNEL



- Describe how the proposed drivers are in compliance with the provisions of the Motor Carrier Safety Act, 1963 PA 181 and the Michigan Vehicle Code, 1949 PA 300 as amended. Provide documentation of properly licensed with Chauffer/CDL/Hazmat certifications.
- Describe maritime towing capabilities including personnel and equipment used to perform tows of boats and tows of vehicles.

EQUIPMENT

- Provide detailed information regarding the four (4) flatbed trucks and one (1) heavy duty truck capable of towing semi-trucks and trailers. Also provide detailed information regarding the vehicle(s) to be used to access backyards. If any of the vehicles are not currently owned by the Proposer, include evidence of availability (vehicle loan approval, letter from owner, etc.)
- Describe how the proposed equipment is in compliance with the provisions of the Motor Carrier Safety Act, 1963 PA 181 and the Michigan Vehicle Code, 1949 PA 300 as amended.

ADDITIONAL

- Describe your plan to perform minor vehicle repairs on auction vehicles including personnel, equipment and material requirements.
- Describe the plan to dispose of unclaimed vehicles in accordance with MCL 257.255g as to abandoned vehicles.
- Describe the reporting both financial and programmatic related to towing, storage, redemption and auction services performed under the contract.
- Contract is required to provide financial, inventory and other relevant reports, as required by the Sheriff's Office in Microsoft Word, Excel or Access (Office 2003 or newer) via email or pre-approved storage media (e.g. CD, thumb drive). Provide example of financial report, inventory report and vehicle disposition report.
- Describe the methodology to provide Vehicle Identification Number Reconstruction/Auto Salvage Inspector services. Provide the number, type and reason of such providing such services for calendar year XXX.
- Describe the number of vehicles titled for calendar year XXXX; describe the methodology, quantity and reason for such. Provide a sample report for titled services.

- ***Project Cost (35 points)***

- Complete the enclosed price sheet.



- Provide a detail of how you arrived at this figure.

- **Utilization of First Tier Subcontractors located in Wayne County (XX points)**
 - Please completely fill out the “Purchasing Division Utilization of First-Tier Subcontractor Form” included in this RFP.
 - Provide a description of the services each first-tier subcontractor located in Wayne County will provide along with the total amount each subcontractor will be compensated.
 - A formal letter of intent between the Respondent and each first-tier subcontractor located in Wayne County formalizing the intent to subcontract, if awarded a contract pursuant to this RFP.

Depending on the amount of points assigned to the “utilization of subcontractor located in Wayne County” criteria, Responses shall receive a prorated number of the points based on the total percentage of subcontractors located in Wayne County that are utilized as set-forth in the “First-Tier Subcontractor Designation” form.

(For Example: if the total points allocated for the “utilization of subcontractor located in Wayne County” criteria is 8 points, and a Respondent utilizes 30% of total subcontractors located in Wayne County, then they will receive 2.4 points for this criteria).

- **Evaluation Credits (TBD points)**
 - Provide a County Based Enterprise, Targeted Growth Community Enterprise, or other Wayne County Advantage program certificate (see item 1) b) on prior page) if you have one; otherwise it will not be considered during the evaluation.

4.11 Optional Tools to Enhance the Evaluation Process

Wayne County, during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Wayne County.

4.11.1 Clarifications

Wayne County may issue a clarification request, in writing, to one or all Proposers. A clarification request does not allow a Proposer to change its proposal. The clarification response may include additional information to address any ambiguities or deficiencies in the proposal.



4.11.2 Oral Presentation

Wayne County may require an oral presentation of the Proposer's proposal. This presentation provides an opportunity for the Proposer to clarify its proposal.

4.11.3 Site Visit

Wayne County may conduct a site visit to tour and inspect the Proposer's facilities.

4.11.4 Best and Final Offer (BAFO)

Wayne County may request a Best and Final Offer (BAFO) from each Proposer determined to be in the competitive range.

4.12 Negotiations

After a prospective Contractor(s) has been selected, Wayne County and the prospective Supplier(s) will negotiate a Contract. If a satisfactory Contract cannot be negotiated within a reasonable amount of time, as determined by the County, Wayne County may, at its sole discretion, begin negotiations with the next qualified Proposer who submitted a proposal.

4.13 Wayne County Option to Reject Proposals

The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Procurement Director or designee that the best interest of the County will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other penalty within the two (2) years immediately preceding the date of issuance of this document.



PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS

SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS

(Mandatory Minimum Requirements Checklist)

<input checked="" type="checkbox"/>	DOCUMENTATION AND FORMS
	5.1 Demonstrate that the meet the minimum qualifications outlined in Section 2.0, which may be accomplished by submitting the following: <ul style="list-style-type: none"> • Completed References Form • Completed Business Information Questionnaire portion of the Ethics in Contracting Form • Resumes for key personnel • Licenses/Certificates
	5.2 Signed Proposal Form – must be submitted with bid
	5.3 Pricing Sheet [Appendix A] – must be submitted with bid
NA	5.4. Proposal Guarantee/Bid Bond – (Not Applicable)
	OTHER FORMS (Download*, complete and include with your proposal)
	5.5 Response to Scope of Work Requirements Form
	5.6 Terms and Conditions Form
	First Tier Subcontractor Designation Form
	Ethics in Contracting Vendor Form
	W-9 Form
	Fair Employment Practices (FEP) Certificate. Complete the on-line application and print (PDF) a hard copy of your company’s application and include with your proposal. Apply on-line at: https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx
	Certificate of Insurance listing current coverages

* Download Forms that are not included at:

<https://www.waynecounty.com/departments/mb/procurement/procurement-forms.aspx>



5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS
(Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for products/services of similar scope dating within the past 5 years.

Reference 1:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Serviced/Date of Project:	Annual Volume/Contract Amount:
Description of Project or Services:	

Reference 2:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Serviced/Date of Project:	Annual Volume/Contract Amount:
Description of Project or Services:	

Reference 3:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Serviced/Date of Project:	Annual Volume/Contract Amount:
Description of Project or Services:	

5.2 PROPOSAL FORM



PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Proposers, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this RFP, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE BOND(S):

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance bond(s).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.



<p>No proposal shall be accepted which has not been signed in the appropriate space below.</p> <p>I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:</p>	
<p>For clarification of this offer, contact:</p>	
Company Name:	Name:
Address:	Title:
City: State: Zip:	Phone:
*Signature of Authorized Person	Fax:
Printed Name	Email:

*Proposal Form **must** be signed by an authorized representative.



5.3 PRICING SHEET AND OTHER PRICING REQUIREMENTS

Complete **APPENDIX A** (Pricing Sheet), with the following considerations:

5.3.1 *Tax Excluded from Price*

(a) Sales Tax: Wayne County and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Wayne County may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Wayne County's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

5.3.2 *Special Incentives*

Wayne County is interested in any other special programs and alternative recommendations that Proposer's may have. Please discuss these programs, such as customer employee retail discounts, return policies, trade-in programs allowing the return of new product not needed, quantity discounts, green product offering, Michigan made products. For contracts designated to be extended to other schools, municipalities and counties it is expected that Wayne County will see an offer for administrative fees and rebates to assist in the operation of this consortium.

5.3.3 *Price Stability Guarantee*

For the first twelve months of the Agreement, the Proposer must guarantee to provide the services at the proposed rates.

5.3.4 *Proposal Pricing*

Proposal pricing must reflect Net 45 payment terms.

5.4 PROPOSAL GUARANTEE/BID BOND

[NOTE TO DRAFTER: REPLACE CONTENT BELOW WITH "NOT APPLICABLE", AS REQUIRED]

A proposal guarantee, in the form of a bid bond in the amount of 5% of the total price of the proposal, must be submitted with the proposal. A proposal guarantee is a guarantee that the Proposer will enter into a contract for the work if the proposal is accepted.

Scan and upload a copy of the Bid Bond with the Proposal. The original Bid Bond must be mailed to Wayne County Procurement Division, 21st Floor, 500 Griswold, Detroit, MI 48226 within 24 hours of the Proposal submission.



5.5 RESPONSE TO SCOPE OF WORK REQUIREMENTS FORM

[NOTE TO DRAFTER: AFTER 3.4, MODIFY OR DELETE SECTIONS THAT DO NOT APPLY]

Review Section 3.0 (Scope of Work Requirements), as outlined in the corresponding sections below, and confirm your understanding:

- Section 3.1 Contracted Scope of Services/Statement of Work
- Section 3.2 Specifications
- Section 3.3 Contract Term
- Section 3.4 Additional Specifications:

-
- Section 3.4.1 Service Work Schedules
 - Section 3.4.2 Service Security of Building and Property Requirements
 - Section 3.4.3 Service Equipment Requirements
 - Section 3.4.4 Service Consumable Supplies Requirements
 - Section 3.4.5 Service Inspection and Correction of Deficiencies Requirements
 - Section 3.4.6 Service Capabilities
 - Section 3.4.7 Ordering of Services
 - Section 3.4.8 Customer Service
 - Section 3.4.9 Roles & Responsibilities
 - Section 3.4.10 Delivery Acceptance Criteria
 - Section 3.4.11 Service Level Agreements
 - Section 3.4.12 Milestones
 - Section 3.4.13 Training
 - Section 3.4.14 Success Criteria

Proposer Response to SOW Requirements: Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

Initial Here:



5.6 TERMS AND CONDITIONS FORM

Please reference the attached Agreement/Contract or Terms & Conditions Document.

Confirmation of review of Terms & Conditions

I have reviewed the terms and conditions.	YES	NO
I have thoroughly reviewed the “insurance requirements” section and can meet the requirements, if awarded the contract.	YES	NO
I accept <u>all</u> the terms and conditions outlined.	YES	NO

Company Representative’s Name _____

Company Name _____

Any exceptions to the Terms & Conditions and/or insurance requirements contained herein shall be noted in writing below, or attached as a redlined (MS Word) version of the document and included with the proposal submittal. If none or not applicable, indicate “None” or “Not Applicable” below and provide signature.

Page Number	
Outline Number or Paragraph	
Term, Condition or Specification	
Exception	
Signature (same signature as on Proposal Affidavit Signature and Acceptance form)	



Cooperative Contract (Optional)

[NOTE TO DRAFTER: REPLACE LANGUAGE BELOW WITH “NOT APPLICABLE” OR REMOVE SECTION, IF NOT APPLICABLE]

I agree to extend our pricing to other municipalities and counties across the state, including school districts and local governmental entities, and agencies for the public benefit (“Public Agencies”), through the Collaborative Procurement Plus (“CoPro+”) program, which includes the reporting and administrative fee requirements.	YES	NO
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APPENDIX B: CONTRACTOR'S RESPONSE TO THE REQUEST FOR PROPOSAL



PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS
SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS
(Mandatory Minimum Requirements Checklist)

<input checked="" type="checkbox"/>	DOCUMENTATION AND FORMS
	5.1 Demonstrate that the meet the minimum qualifications outlined in Section 2.0, which may be accomplished by submitting the following: <ul style="list-style-type: none"> • Completed References Form • Completed Business Information Questionnaire portion of the Ethics in Contracting Form • Resumes for key personnel • Licenses/Certificates
	5.2 Signed Proposal Form – must be submitted with bid
	5.3 Pricing Sheet [Appendix A] – must be submitted with bid
NA	5.4. Proposal Guarantee/Bid Bond – (Not Applicable)
	OTHER FORMS (Download*, complete and include with your proposal)
	5.5 Response to Scope of Work Requirements Form
	5.6 Terms and Conditions Form
	First Tier Subcontractor Designation Form
	Ethics in Contracting Vendor Form
	W-9 Form
	Fair Employment Practices (FEP) Certificate. Complete the on-line application and print (PDF) a hard copy of your company's application and include with your proposal. Apply on-line at: https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx
	Certificate of Insurance listing current coverages

* Download Forms that are not included at:

<https://www.waynecounty.com/departments/mb/procurement/procurement-forms.aspx>



5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS (Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for products/services of similar scope dating within the past 5 years.

Reference 1:

Entity Name: ROMULUS POLICE DEPARTMENT	Contact Name and Title: CAPTAIN DERRAN SHELBY
City: ROMULUS	State: MICHIGAN
Phone Number: 734-942-6879	Email Address: dshelby@romulusgov.com
Years Served/Date of Project: 2014-CURRENT	Annual Volume/Contract Amount:
Description of Project or Services: TOWING AND AUCTION	

Reference 2:

Entity Name: MSP Metro Narcotics Enforcement Team	Contact Name and Title: D/F/LT BRAD MARTIN
City: TAYLOR	State: MICHIGAN
Phone Number: 734-497-1194	Email Address: martinb2@michigan.gov
Years Served/Date of Project: 2005-CURRENT	Annual Volume/Contract Amount:
Description of Project or Services: TOWING AND AUCTION	

Reference 3:

Entity Name: WAYNE COUNTY AIRPORT AUTHORITY	Contact Name and Title: SGT. KRIS MEYERS
City: DETROIT	State: MICHIGAN
Phone Number: 734-247-2765	Email Address: kris.meyers@wcaa.us
Years Served/Date of Project: 2010-CURRENT	Annual Volume/Contract Amount:
Description of Project or Services: TOWING AND AUCTION	

5.2 PROPOSAL FORM



PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Proposers, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): 1, 2, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this RFP, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE BOND(S):

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance bond(s).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.



Please note that solicitations issued prior to June 10, 2017 can be found here: <http://legacy.mitn.info>

Addendum Description

Addendum #2

Question:

Is a Bid Bond required?

Answer:

A bid bond is not required as part of the proposal (see RFP pg. 27)

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

CONTROL NO. 37-22-071

RFP TOWING AND RELATED SERVICES QUESTIONS

1. At Page 5, Section 1.1 says proposals must be signed by an official authorized to bind a contractor to its provisions for at least 120 days but Page 18, Section 4.4 says a proposal “must remain valid for at least 180 days” from the due date. Please clarify: 120 or 180 days? 180 days that the proposal must be valid for.
2. Page 10-11, Section 1.15 concerning Cooperative Contract. Does this apply to this RFP? It does not apply to this RFP.
3. Page 15, Section 3.2 references MCL 257.255g but this citation does not exist; presume it is a typo and should read “MCL 257.252g”. Page 24 under Additional contains same error. Is the reference to MCL 257.252g? It should be MCL 257.252g
4. Page 16, Section 3.4.5 references “Repeated failure to correct deficiencies will result in cancellation of the contract by the WRESA Deputy Superintendent.” This obviously applies to another RFP and can proposers ignore this? Yes
5. Page 17, Section 3.4.12 “The proposed timeline and milestones should preferably be prescribed in a Gantt chart format.” This obviously applies to another RFP and can proposers ignore this? Are milestones required in the response to this RFP? Is a proposed timeline? Yes
6. Page 20, Section 4.6 provides that if a proposer has an affiliate, can each submit a proposal with the other acting as a subcontractor or would that be considered a violation of Section 4.6? It’s not allowed to be a primary and a subcontractor with another bidder.
7. Section 3.1 storage provides that contractor must provide additional storage spaces for “ten (20) in-service police vehicles at no additional cost.” Page 23 requires 10-in service police vehicle spaces. Please clarify whether 10 or 20 spaces are required for in-service police vehicles? Twenty (20)
 8. Can a company be listed as a subcontractor on more than 1 bid submitted?
No. it can only be listed on 1 bid.
 9. Is there a limit to the number of subcontractors a proposer can list or use?
There is no limit.
10. If a new bidder can guarantee the County/Sheriff a response time of 20-minutes county-wide, will it receive more points? Additional points will not be given even if a bidder can guarantee a 20 minutes response.
11. Will the County entertain a dispatch platform that is linked into the County’s CLEMIS/TALON system that is available to link to a towing company and will result in proximity-based dispatching? Can this be considered? NO
 12. Can Company A be a subcontractor for multiple proposers (e.g., Proposers 1 and 2) and still submit a response as a primary contractor (as Proposer 3)? No, a company can’t be both a primary contractor and a subcontractor with another for the same.



<p>No proposal shall be accepted which has not been signed in the appropriate space below.</p> <p>I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:</p>	
<p>For clarification of this offer, contact:</p>	
<p>Company Name: MARTIN'S TOWING & AUTO SALES</p>	<p>Name: VICTOR MARTIN</p>
<p>Address: 17180 DIX TOLEDO RD</p>	<p>Title: OWNER</p>
<p>City: State: Zip: BROWNSTOWN MI 48193</p>	<p>Phone: 734-283-8003</p>
<p>*Signature of Authorized Person </p>	<p>Fax: 734-283-9003</p>
<p>Printed Name VICTOR MARTIN</p>	<p>Email: MARTINTOWING@YAHOO.COM</p>

*Proposal Form **must** be signed by an authorized representative.



5.3 PRICING SHEET AND OTHER PRICING REQUIREMENTS

Complete APPENDIX A (Pricing Sheet), with the following considerations:

5.3.1 *Tax Excluded from Price*

(a) Sales Tax: Wayne County and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Wayne County may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Wayne County's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

5.3.2 *Special Incentives*

Wayne County is interested in any other special programs and alternative recommendations that Proposer's may have. Please discuss these programs, such as customer employee retail discounts, return policies, trade-in programs allowing the return of new product not needed, quantity discounts, green product offering, Michigan made products. For contracts designated to be extended to other schools, municipalities and counties it is expected that Wayne County will see an offer for administrative fees and rebates to assist in the operation of this consortium.

5.3.3 *Price Stability Guarantee*

For the first twelve months of the Agreement, the Proposer must guarantee to provide the services at the proposed rates.

5.3.4 *Proposal Pricing*

Proposal pricing must reflect Net 45 payment terms.

5.4 PROPOSAL GUARANTEE/BID BOND

[NOTE TO DRAFTER: REPLACE CONTENT BELOW WITH "NOT APPLICABLE", AS REQUIRED]

A proposal guarantee, in the form of a bid bond in the amount of 5% of the total price of the proposal, must be submitted with the proposal. A proposal guarantee is a guarantee that the Proposer will enter into a contract for the work if the proposal is accepted.

Scan and upload a copy of the Bid Bond with the Proposal. The original Bid Bond must be mailed to Wayne County Procurement Division, 21st Floor, 500 Griswold, Detroit, MI 48226 within 24 hours of the Proposal submission.



5.5 RESPONSE TO SCOPE OF WORK REQUIREMENTS FORM

[NOTE TO DRAFTER: AFTER 3.4, MODIFY OR DELETE SECTIONS THAT DO NOT APPLY]

Review Section 3.0 (Scope of Work Requirements), as outlined in the corresponding sections below, and confirm your understanding:

- Section 3.1 Contracted Scope of Services/Statement of Work
- Section 3.2 Specifications
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- Section 3.4 Additional Specifications:

-
- Section 3.4.1 Service Work Schedules
 - Section 3.4.2 Service Security of Building and Property Requirements
 - Section 3.4.3 Service Equipment Requirements
 - Section 3.4.4 Service Consumable Supplies Requirements
 - Section 3.4.5 Service Inspection and Correction of Deficiencies Requirements
 - Section 3.4.6 Service Capabilities
 - Section 3.4.7 Ordering of Services
 - Section 3.4.8 Customer Service
 - Section 3.4.9 Roles & Responsibilities
 - Section 3.4.10 Delivery Acceptance Criteria
 - Section 3.4.11 Service Level Agreements
 - Section 3.4.12 Milestones
 - Section 3.4.13 Training
 - Section 3.4.14 Success Criteria

Proposer Response to SOW Requirements: Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

Initial Here: *JM*



5.6 TERMS AND CONDITIONS FORM

Please reference the attached Agreement/Contract or Terms & Conditions Document.

Confirmation of review of Terms & Conditions

- I have reviewed the terms and conditions. YES NO
- I have thoroughly reviewed the "insurance requirements" section and can meet the requirements, if awarded the contract. YES NO
- I accept all the terms and conditions outlined. YES NO

Company Representative's Name VICTOR MARTIN

Company Name MARTIN'S TOWING & AUTO SALES

Any exceptions to the Terms & Conditions and/or insurance requirements contained herein shall be noted in writing below, or attached as a redlined (MS Word) version of the document and included with the proposal submittal. If none or not applicable, indicate "None" or "Not Applicable" below and provide signature.

Page Number	
Outline Number or Paragraph	
Term, Condition or Specification	
Exception	
Signature (same signature as on Proposal Affidavit Signature and Acceptance form)	

Cooperative Contract (Optional)

[NOTE TO DRAFTER: REPLACE LANGUAGE BELOW WITH "NOT APPLICABLE" OR REMOVE SECTION, IF NOT APPLICABLE]

- I agree to extend our pricing to other municipalities and counties across the state, including school districts and local governmental entities, and agencies for the public benefit ("Public Agencies"), through the Collaborative Procurement Plus ("CoPro+") program, which includes the reporting and administrative fee requirements. YES NO

APPENDIX C: PRICE SHEET



APPENDIX A PRICE SHEET

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

A. TOW FEES

(1) Standard tow rate for passenger vehicles: \$ 100

(2) Standard tow rate for light truck/commercial: \$ 125

(3) Mileage per mile in excess of 5 miles: \$ 0

(4) Hourly charges above standard rate: \$ 0

B. STORAGE FEES:

(1) Passenger vehicle outdoor storage fee per calendar day*: \$ 15

(2) Passenger vehicle indoor storage fee per calendar day*: \$ 15

(3) Commercial outdoor storage fee per calendar day*: \$ 20

(4) Commercial indoor storage fee per calendar day*: \$ 20



(5) Other charges/fees _____ \$ 0

(6) Other charges/fees _____ \$ 0

(*CALENDAR DAY is defined as Midnight to 11:59 PM)

C. AUCTION SERVICES PER VEHICLE FEE:

(1) Towing Fee (if any): \$ 100

(2) Auction fee (see 5.3.7 & 5.3.8): \$ 110

(3) Title fee: \$ 15

TOTAL AUCTION FEE PER VEHICLE: \$ 225

Estimated Revenue Amount is \$150,000.

APPENDIX D: LIST OF SUBCONTRACTORS

SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name MARTIN TOWING

Contract # 37-22.071

Subcontractor # 1

TCM# 2022-71-049 (Internal use only)

Company Name <u>DAMARK MARINE SPECIALTIES</u>		Fed Tax ID: <u>82-2900814</u>	
Address <u>29021 WILSON ST</u>			
City: <u>GIBRALTAR</u>	County: <u>WAYNE</u>	State: <u>MI</u>	Zip <u>48173</u>
Authorized contact: <u>JEFF PIDCOCK</u>	Phone: <u>(734) 676-2880</u>	Fax: <u>CELL () 734-286-2705</u>	
Subcontract Amount: \$		% of Contract	
Work to be performed: <u>TBD</u>			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ()	Fax: ()	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____


Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ()	Fax: ()	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax:	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

APPENDIX E: SHERIFF'S OFFICE TOWING POLICY

WAYNE COUNTY SHERIFF'S OFFICE

Effective Date: January 17, 2020	Review Date: Yearly	Policy and Procedure: Abandoned/Impounded Vehicles
Special Instructions: (1) This policy superseded and replaces all other previous policies. (2) The personnel involved in the impounding towing process are noticed that an order has been issued by the 3 rd Circuit Court prohibiting Nationwide Auto Recovery from being involved, with the WCSO, in towing/impounding/recovering stolen or suspected stolen motor vehicles within the City of Detroit. See the attachment for further instruction. When in doubt as to the propriety of being involved in the towing process, contact a supervisor for guidance.		Policy Number: 3720
<p><u>STATEMENT</u></p> <p>State law defines abandoned and Impounded vehicles and law enforcement responsibilities related to the enforcement of those laws. The purpose of this policy is to define the law and establish procedures for compliance with the law regarding the reporting and removing of vehicles from public and private property.</p> <p><u>POLICY</u></p> <p>Frequently, officers become involved with vehicles that are abandoned, or have a need to secure or Impound a vehicle. It is the policy of the Wayne County Sheriff's Office that vehicles, which come into custody, are processed in accordance with state law and that detailed records are maintained.</p> <p><u>INVENTORY OF VEHICLES</u></p> <p>Vehicles seized as evidence, towed because they are abandoned, abandoned scrap, Impounded vehicles, or vehicles seized in a forfeiture action shall be inventoried by an investigating officer.</p> <p>All areas of the vehicle that may contain property, including any containers, shall be checked.</p> <p>Locked containers or components may not be forced open or property otherwise damaged to gain access on the sole basis of a routine inventory.</p> <p>A Wayne County Sheriff Impounded Vehicle Report shall be completed on each vehicle inventoried by an officer. All items of an unusual nature, including evidence or contraband, shall be noted in the report. Items of unusual value, which will be held to protect the owner's interest, shall also be noted in the report. The officer shall provide a property receipt as necessary.</p>		
 Sheriff Benny N. Napoleon		

WAYNE COUNTY SHERIFF'S OFFICE

Effective Date: January 17, 2020	Review Date: Yearly	Policy and Procedure: Abandoned/Impounded Vehicles
<p>All items removed from the vehicle, including evidence or contraband, shall be processed in accordance with departmental policy.</p> <p>If a vehicle has evidentiary value, and an Inventory would possibly destroy or compromise evidence, the vehicle will be turned over to the Investigating officer for processing. After the vehicle has been processed, an Inventory will be conducted.</p> <p><u>ABANDONED VEHICLES</u></p> <p>MCL 257.252a and 257.252b provide for the following:</p> <ol style="list-style-type: none"> 1. "Abandoned Vehicle" means: <ol style="list-style-type: none"> a. A vehicle that has remained on private property without the consent Of the owner. b. A vehicle that has remained on public property for a period of not less than 48 hour. c. For a vehicle on a state trunk line highway (Includes all interstate freeways, "M" roads, and "US" roads): <ol style="list-style-type: none"> i. If a valid registration plate is affixed to the vehicle, for a period of not less than 18 hours. ii. If a valid registration plate is not affixed to the vehicle. (This would include MCL 257.255 • no plate/expired plate/fall to display valid; 257.233- fall to transfer registration plate; 257.256 –improper use of registration plate.) 2. "Registered Abandoned Scrap Vehicle" means all of the following: <ol style="list-style-type: none"> a. Is on public or private property; b. Is seven or more yearsold; c. Is apparently Inoperable or is extensively damaged, to the extent that the cost of repairing the vehicle so that It Is operational and safe as required by MCL 257.683 would exceed the fair market value of that vehicle; d. Is currently registered or titled in the state of Michigan or displays current year registration plates from another state. 		

WAYNE COUNTY SHERIFF'S OFFICE

Effective Date: January 17, 2020	Review Date: Yearly	Policy and Procedure: Abandoned/Impounded Vehicles
<p>3. "Unregistered Abandoned Scrap Vehicle" means all of the following:</p> <ol style="list-style-type: none"> a. Is on public or private property; b. Is seven or more years old; c. Is apparently inoperable or is extensively damaged, to the extent that the cost of repairing the vehicle so that it is operational and safe as required by MCL 257.683 would exceed the fair market value of that vehicle; d. Is not currently registered in this state and does not display current year registration plates from another state. <p>Note: If the vehicle does not have a registration plate and the vehicle identification number (VIN) is illegible, the vehicle shall be considered unregistered.</p> <p style="text-align: center;"><u>IMPOUNDED VEHICLES (REMOVAL TO PLACE OF SAFEKEEPING)</u></p> <p>MCL 257.252d describes vehicles, other than "abandoned", that may be immediately removed from public or private property if certain circumstances are met.</p> <ol style="list-style-type: none"> a. If the vehicle is in such a condition that the continued operation of the vehicle on the highway would constitute an immediate hazard to the public. b. If the vehicle is parked or standing upon the highway in such a manner as to create an immediate public hazard or an obstruction of traffic. c. If a vehicle is parked in a posted tow away zone. d. If there is reasonable cause to believe that the vehicle or any part of the vehicle is stolen. e. If the vehicle must be seized to preserve evidence of a crime, or if there is reasonable cause to believe that the vehicle was used in the commission of a crime. f. If removal is necessary in the interest of public safety because of fire, flood, storm, snow, natural or man-made disaster, or other emergency. g. If the vehicle is hampering the use of private property by the owner or person in charge of that property or is parked in a manner which impedes the movement of another vehicle. h. If the vehicle is stopped, standing, or parked in a space designated as parking for persons with disabilities and is not permitted by law to be stopped, standing, or parked in a space designated as parking for persons with disabilities. i. If the vehicle is located in a clearly identified access aisle or access lane immediately adjacent to a space designated as parking for persons with disabilities. j. If the vehicle is interfering with the use of a ramp or a curb-cut by persons with disabilities. k. If the vehicle is interfering with the use of a ramp or a curb by persons with disabilities. 		

WAYNE COUNTY SHERIFF'S OFFICE

Effective Date: January 17, 2020	Review Date: Yearly	Policy and Procedure: Abandoned/Impounded Vehicles
<p>Note: vehicles seized as evidence or for the purpose of forfeiture shall be Inventoried as provided In this policy but shall <u>not</u> be considered impounded vehicles under the notice and release to owner provisions of this policy.</p> <p>If the owner or other person who Is legally entitled to possess the vehicle arrives at the location where the vehicle Is located before the actual towing or removal of the vehicle, the vehicle shall be disconnected from the tow truck, and the owner or other person who Is legally entitled to possess the vehicle may take possession of the vehicle and remove it upon payment of the reasonable service fee, for which a receipt shall be provided.</p> <p><u>REMOVING ABANDONED, IMPOUNDED, OR TOWED VEHICLES</u></p> <p>A. Immediate Removal</p> <p>Officers <i>may</i> Immediately remove any of the following vehicles:</p> <ol style="list-style-type: none"> (1) Any vehicle that has remained on a state trunkline highway <u>without a valid registration plate.</u> (2) Any "registered abandoned scrap vehicle" from either public or private property. (3) Any "unregistered abandoned scrap vehicle" from either public or private property. (4) Any Impound vehicle as defined In MCL 257.252d from either public or private property. <p>B. 18 Hour Waiting Period</p> <p>The following vehicles shall not be removed until at least 18 hours has elapsed from the time the vehicle was tagged as abandoned. Officer must log the date and time of the tagged vehicle in the log notes and or CAD.</p> <ol style="list-style-type: none"> (1) Any vehicle (other than abandoned scrap) that has remained on a state trunkline with a valid registration plate attached. <p>The officer shall conduct a LEIN check to determine whether the vehicle has been reported stolen. The check shall be made on both the registration plate, if any, and the VIN. The officer shall then attach an Abandoned Vehicle Tag to the vehicle. The Abandoned Vehicle Tag shall contain the following:</p>		

WAYNE COUNTY SHERIFF'S OFFICE

Effective Date: January 17, 2020	Review Date: Yearly	Policy and Procedure: Abandoned/Impounded Vehicles
<p>i. Date and time the notice was affixed.</p> <p>ii. Name and address of the police agency taking the action.</p> <p>iii. Name and badge number of the officer affixing the notice.</p> <p>iv. Date and time the vehicle may be taken into custody and stored at the owner's expense or scrapped if the vehicle is not removed.</p> <p>v. The year, make, and VIN, If available.</p> <p>C. 48 Hour Waiting Period</p> <p>The following vehicle shall not be removed until at least 48 hours have elapsed from the time the vehicle was tagged as abandoned. Officer must log the date and time of the tagged vehicle in the log notes and or CAD.</p> <p>(1) Any vehicle not previously described in A or B that has remained on public property.</p> <p>This type can generally be described as any vehicle (other than scrap) less than seven years old, with a valid registration plate attached, that has remained on a public roadway, other than a state trunkline such as a city street or county road, for a period of at least 48 hours after being tagged as abandoned as stated above.</p> <p>The officer shall conduct a LEIN check to determine whether the vehicle has been reported stolen. The check shall be made on both the registration plate, If any, and the VIN. The officer shall then attach an Abandoned Vehicle Tag to the vehicle</p> <p><u>TOWED VEHICLE - PRIVATE PROPERTY</u></p> <p>For purposes of this policy, a "towed vehicle" Is defined as a vehicle removed from private property at the direction of someone other than the registered owner or a police agency, and reported to the Wayne County Sheriff's Office by the custodian of the vehicle.</p> <p>If a vehicle has remained on private property without the consent of the property owner, the property owner may have the vehicle taken Into custody ("towed") as an abandoned vehicle by contacting a local towing agency.</p> <p>Prior to removing the vehicle from private property, the towing agency shall notify the Wayne County Sheriff's Office Dispatch that the vehicle is being removed and provide all necessary information. NOTE: This process will only occur if a Wayne County Sheriff's Officer is on scene and able to conduct an inspection of the vehicle. If an officer is not available to make the scene, the Towing Company will be informed that the WCSO cannot participate in this process and/or sanction the tow. The company shall be advised to contact the police department overt the jurisdiction in which the vehicle is located..</p>		

WAYNE COUNTY SHERIFF'S OFFICE

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<p>The Wayne County Sheriff's Office Dispatch shall then:</p> <ol style="list-style-type: none"> (1) Determine via LEIN If the vehicle has been reported stolen. The check shall be made on both the registration plate, if any, and the VIN. If the vehicle is reported stolen or suspected to be stolen and it is in the City of Detroit, Martin Towing Company shall be called. LEIN information shall not be shared with any towing company. (2) Within 24 hour, the vehicle shall be entered into LEIN as an "abandoned vehicle," UNLESS THE VEHICLE IS STOLEN. (3) If in fact the vehicle is reported stolen, the vehicle shall be entered into LEIN IMMEDIATELY. (4) If the Vehicle is determined to be a CRIME SCENE then the local agency will be notified and turned over to the local agency immediately and the vehicle must be preserved as evidence. (5) An Incident report is not necessary, unless the vehicle is reported stolen; then, an on scene investigation is mandatory. However, prior to entering the vehicle into LEIN, the officer responsible for LEIN entry must ensure that the VIN and/or registration plate information supplied by the on scene officer is correct by physically inspecting the vehicle and ensuring that information is applicable to the vehicle removed. Note: If an officer is not available, a tow will not be authorized (6) When the tow company (custodian) informs Dispatch of the disposal of the vehicle by the custodian of the vehicle, the LEIN entry shall be canceled and the incident closed. 		
<p><u>IMMEDIATE REMOVAL PROCEDURES</u></p>		
<p>The following procedures shall be utilized when removal of abandoned or Impounded vehicles occur immediately and an enforcement member is present at the scene.</p>		
<p>A. Initial Action</p>		
<ol style="list-style-type: none"> (1) The officer shall physically check the vehicle before its removal. (2) A check through LEIN shall be conducted to determine if the vehicle has been reported stolen. The check shall be made on both the registration plate, if any, and the VIN. If the vehicle is reported stolen or suspected stolen in the City for Detroit, Martin Towing Company shall be called. LEIN information shall not be shared with any towing company. (3) If the vehicle is "abandoned scrap", the officer shall take two photographs of the vehicle. (4) The vehicle shall be inventoried as provided in this policy. (5) The officer shall inform the LEIN operator the reason for removal. The LEIN operator shall provide the officer with the LEIN reference number. (6) The officer will request a tow truck through Sheriff's Communications. (7) Once the tow company has taken the vehicle into custody, the officer shall conduct a second LEIN check. 		

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<p>(8) The officer shall complete the Impounded Vehicle Report/Tow Tag which Includes:</p> <ol style="list-style-type: none"> a. LEIN reference number b. Reason for removal c. Incident case number d. Vehicle information e. Name of the officer f. Name of the tow company and driver g. Location of vehicle prior to removal. h. All other requested Information on the report <p>(9) The officer shall provide the tow company driver with the appropriate copy of the Impounded Vehicle Report/Tow Tag.</p> <p>(10) The officer shall complete an Incident report (PJ-83) with a copy of the Impounded Vehicle Report/Tow Tag and submit it to the supervisor for approval.</p> <p>(11) The reports shall be distributed according to divisional policy.</p> <p>(12) The officer will give the original Impounded Vehicle Report/Tow Tag to the designated Impound Officer to file in the Impounded Vehicles File Box to be entered into the department database.</p> <p>(13) Within 24 hours, Sheriff's Communications shall enter the vehicle information into LEIN as an abandoned vehicle.</p> <p>(14) Within 7 days after receiving notice that the vehicle has been taken into custody, the Michigan Secretary of State will provide notice to the last titled owner and secured party as shown by the records of the Secretary of State. The information will also be available on the Michigan Secretary of State website.</p> <p>(15) A pre-printed Abandoned Vehicle Bill of Sale/Certificate of Scrapping (TR-52) document will be sent to the Sheriff's Office. Not less than 20 days after the TR-52 has been sent by the Michigan Secretary of State, if the vehicle has not been redeemed, or a hearing has not been requested. The vehicle may be offered for public sale.</p> <p>Note: Out-of-State registered vehicle information is not contained in the Michigan Secretary of State records. Officers having information or reason to believe that the vehicle is registered out-of-state shall notify Sheriff's Communications. The owner, if determined, shall be notified via mail and provided with the necessary information to claim the vehicle.</p>		

WAYNE COUNTY SHERIFF'S OFFICE

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<p><u>REMOVAL OF TAGGED VEHICLES</u></p> <p>After the required 18 or 48 hour waiting period, and before removal of the vehicle, the officer shall:</p> <ol style="list-style-type: none"> (1) Conduct a re-check through LEIN to determine if the vehicle has been reported stolen. The check shall be made on both the registration plate, if any, and the VIN. (2) Proceed with the additional procedures outlined in IMMEDIATE REMOVAL PROCEDURES. <p><u>VEHICLES INVOLVED IN CUSTODIAL ARRESTS</u></p> <p>This does not preclude an officer from conducting a thorough search of the vehicle "incident to arrest" if either of the following conditions exist: a.) The arrestee is unsecured and within reaching distance of the passenger compartment at the time of the search; or b.) It is reasonable to believe evidence relevant to the crime of arrest might be found in the vehicle.</p> <p>A. Release to passenger</p> <p>When the driver of a vehicle is arrested and will be separated from the vehicle, a properly licensed passenger shall be allowed to take custody of the vehicle (with authorization from the driver) as long as the passenger would not violate any law by doing so. The driver's authorization must be noted in the officer's report. This section does not apply when the vehicle is being seized as evidence or for forfeiture.</p> <p>B. Vehicle on Limited Access Highway</p> <p>If a vehicle is not turned over to a properly licensed passenger or immediate removal cannot be arranged, the vehicle shall be inventoried and impounded as provided in this policy.</p> <p>C. Vehicles on Non-Limited Access Highway</p> <p>When a vehicle is <u>lawfully</u> parked and not turned over to a properly licensed passenger, the officer shall offer to call a tow truck to remove the vehicle for safekeeping. If the driver declines the offer, he/she will be presumed to have assumed the risk for any claims of loss or damage that may arise and the vehicle shall be left at the scene.</p> <p>If the vehicle is parked in a way that may create an immediate public hazard or an obstruction of traffic and immediate removal cannot be arranged by the vehicle's owner, the vehicle shall be inventoried and impounded as provided in this policy.</p>		

WAYNE COUNTY SHERIFF'S OFFICE

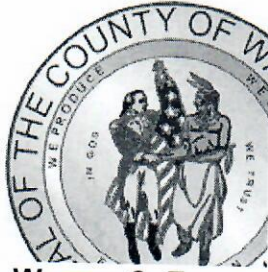
Effective Date: January 17, 2020	Review Date: Yearly	Policy and Procedure: Abandoned/Impounded Vehicles
<p><u>Exception:</u> Chapter 213 of the Wayne County Code of Ordinances Section 213-2 requires that a vehicle Involved in. the arrest of a person for violation of MCL 257.625(1), (2), (3), (4) or (5) or MCL 257.625m shall be Impounded by the county sheriff pending completion of prosecution of the person for the violation.</p> <p><u>ENFORCEMENT ACTION</u></p> <p>MCL 257.252a presumes that the last titled owner of an "abandoned vehicle" is responsible unless the person provides a record of sale as that term is defined In MCL 257.240. A person who violates this law and falls to redeem the vehicle before disposition of the vehicle Is responsible for a civil Infraction and shell be ordered to pay a civil fine of \$50.00. Based on the totality of the circumstances such that there is reason to believe that the owner has intentionally abandoned the vehicle or that it is beyond repair or In such a condition to make Its value negligible, the last registered owner may be cited for "littering" in violation of MCL 324.8902, which is estate civil infraction.</p> <p>Any enforcement must commence AFTER the vehicle has been disposed of in accordance with MCL 257.252g.</p> <p>NOTE: Nationwide is “permanently enjoined from recovering or impounding, through the Wayne County Sheriff or any agent, employee or individual acting as or on behalf of a deputy Wayne County Sheriff, <u>any stolen or suspected stolen vehicles</u> in the City of Detroit. Recoveries of suspected stolen vehicles are sometimes referred to as ‘partial recoveries,’ and are enjoined under this injunctive order.” Therefore, Officers DO NOT USE Nationwide to recover or impound any stolen or suspected stolen vehicles in the CITY of DETROIT. Officers should call Martin’s Towing to recover or impound stolen or suspected stolen vehicles in the CITY of DETROIT. Nationwide can call WCSO to recover or impound any abandoned vehicle in the CITY of DETROIT. Nationwide may recover stolen or suspected stolen vehicles with WAYNE COUNTY outside the CITY of DETROIT.</p> <p>Abandoned vehicles must be tagged for 48 hours before being impounded unless they apply for immediate removal under REMOVING ABANDONED, IMPOUNDED, OR TOWED VEHICLES section A. Immediate Removal.</p>		

WAYNE COUNTY SHERIFF'S OFFICE

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ACCOUNTABILITY PROCEDURES:

- The vendor must send a monthly report (in Excel format) to the Fleet Manager and the administration listing all vehicles that were recovered or impounded by the Vendor and the subcontractor.
- Fleet Manager must calculate the percentage of subcontractor recovery and impounds out of the total vehicles recovered and impounded. This does not apply when the tow company contacts the WCSO. This provision applies to WCSO initiated tows.
- Nationwide must submit a list of their standard fees annually.
Nationwide must submit monthly the total charges per vehicle recovered and impounded. Tow rates will be based on fee schedule per contract.



Warren C. Evans
County Executive

APPENDIX F
Consortium Agreement & Terms
SOLICITATION #37-22-071 TOWING AND RELATED SERVICES

The Procurement Division, on behalf of the County of Wayne (County), in compliance with the County's Procurement Ordinance, solicited bids/proposals for a consortium model contract with Wayne County as "Sponsoring Entity". Wayne County Procurement has now completed the evaluation for the above referenced solicitation.

Cooperative Purchasing Consortium

The above reference solicitation was competitively bid and awarded. The Procurement Director, in accordance to Section 120-181, is sponsoring an agreement that has been designated as a cooperative contract and Martin's Towing & Auto Sales has agreed to extend their pricing to local municipalities, school districts and units of government within Wayne County and the State of Michigan. Wayne County Procurement is the sponsoring entity of this cooperative agreement under Michigan Association of Counties (MAC) CoPro+ program, a shared services solution program. All purchases under this agreement, either by the sponsoring entity or the ordering entity are subject to the administrative rebate fee.

Administrative Fees

An administrative rebate fee of 1.5% will be collected from Martin's Towing & Auto Sales on a quarterly basis. The fee will be calculated against the quarterly sales volume (actual sales) for all purchases made under this agreement. A request for Quarterly Sales Reports will be sent out from M.A.C. (Michigan Association of Counties). M.A.C. is the CoPro+ consortium administrator.

All administrative fees collected under the CoPro+ consortium will be distributed between M.A.C., Wayne County and CoPro+ members that place a sales order against this Master Agreement.

Signature

The County and the Supplier, by their authorized officers and representatives have executed this Addendum to the Contract.

By:

[Handwritten Signature]

Date:

8/31/22

Its:

owner