



Henry County
Purchasing Department
140 Henry Parkway, McDonough, GA 30253
Phone: 770-288-6027 Fax: 770-288-6047

Website: henrycounty-ga.com/purchasing

REQUEST FOR QUALIFICATIONS

Sealed Envelope shall be marked with the following information:

RFQ # 21-98

Wrecker Services – Annual Contract

Due Date and Time: July 27, 2021, 3:00 PM

SCHEDULE OF EVENTS FOR RFQ # 21-98	
Pre-Proposal Conference and Site Visit	None
Deadline for requests for clarifications and questions. Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: purchasing@co.henry.ga.us	3:00 PM July 2, 2021
*Deadline for first addendum, if required, posted on the Henry County website: henrycounty-ga.com/purchasing	3:00 PM July 12, 2021
Sealed proposals will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Henry County Purchasing Department, 140 Henry Parkway, McDonough, GA 30253.	3:00 PM July 27, 2021
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME:	DATE:
MAILING ADDRESS:	PHONE:
CITY:	FAX:
STATE:	ZIP:
	SSN OR FEDERAL TAX ID:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:	AUTHORIZED SIGNATURE:

**The posting of additional addenda may be required and it is the responsibility of the Proposer to ensure that they review the County's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Proposers should not expect to be individually notified by Henry County.*

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SECTION I - GENERAL OVERVIEW

A. PURPOSE

The Henry County Board of Commissioners is seeking statements of qualifications from vendors to determine which service providers will best meet the County's needs for wrecker-related services on an "as-needed" basis. The Proposer must be lawfully engaged in providing towing and wrecking services in the State of Georgia. The selected service providers will be called upon for towing services initiated in the course of County business by Henry County employees and officers.

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Proposals Submission

- a. These instructions will bind Proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
- b. Proposals may be submitted by mail, common carrier or delivered in person. Fax or electronic proposals are not acceptable. It shall be the duty of each Proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered. If a late proposal is received via carrier, it will be marked "late proposal" and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.
- c. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of Proposers and others present.
- d. The proposal must be submitted **in a sealed envelope/parcel** on or before the date and time stated in this document and is to be mailed or delivered to:

Henry County Purchasing Department

140 Henry Parkway

McDonough, Georgia 30253

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- e. The Submittal Checklist must be reviewed and the Proposer is to comply with the order of the submittal of documents. This document along with the cover page (page 1) is to be included with the proposal.
- f. The following items are to be submitted:
 - **One (1) unbound clearly marked "Original," of the proposal documents**
 - **Six (6) bound complete copies (not to exceed a 1/2" capacity ring binder) identical to the original proposal documents, and**
 - **One (1) digital copy in PDF format on a USB flash drive identical to the original proposal documents.** The USB flash drive should be labeled with the RFQ number and Proposer's name.
 - **If required – One (1) original "Cost Proposal." *The Cost Proposal is to be submitted in a separate sealed envelope and marked "Cost Proposal."***
- g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
- h. If descriptive literature is attached to the proposal, your firm's name must be on all sheets submitted.
- i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms,

conditions, and requirements contained in this proposal request. The failure or omission of any Proposer to examine any form, instrument or document shall in no way relieve any Proposer from obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.

- j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this proposal documents and provide a completed W9 form to be submitted with the proposal.
- k. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the proposal Price Submittal Form (if any) are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
- l. Any documentation submitted with or in support of a proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Proposals

- a. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price (if any) must be shown on the proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Proposer’s request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the Proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective Proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by Henry County.

3. Clarification and Communication to County Concerning Proposal

- a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. **It is the responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal submission. Therefore, we encourage all Proposers to frequently review the County’s website: henrycounty-ga.com/purchasing All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda, even after the proposal opening, shall result in a non-responsive proposal.**

- b. The successful firm's proposal and all addenda will become a part of the Contract resulting from this document.
- c. Proposers seeking an award of a Henry County contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions to the Purchasing Department – purchasing@co.henry.ga.us. (These requests will be answered in an addendum. Please see schedule of events.)

4. Pre-Proposal Conference

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the "Schedule of Events" of this RFQ. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

5. Rejection and Withdrawal of Proposals

- a. Withdrawal of proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight hour period.
- b. The County will make a recommendation of the proposal to the Board of Commissioners within 60 days from date of the opening, unless the successful Bidder agrees in writing to a longer period for the award.
- c. The County may reject all or part of the proposal within 60 days of proposal opening.

6. Proposal and Contract Documents

- a. A proposal executed by an attorney or agent on behalf of the Proposer shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Proposer.

Corporation: If the Proposer is a corporation, the proposal must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the proposal must be signed by an officer of the corporation.

Partnership: If the Proposer is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.

Limited Liability Company (LLC): If the Proposer is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Proposer is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents will consist of the master contract document (a sample of which is attached hereto), the RFQ (including Specifications and Addenda), any other documents listed in the master contract or the RFQ, and any modifications issued after execution of the Contract. These form the "Contract." The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.

c. Contract Term – The time period of the Contract is listed in the Specifications below.

7. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

8. Alterations of Solicitation and Associated Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the Proposer may make notes to those areas, but may not materially alter any document language.

9. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the RFQ to the Henry County Board of Commissioners, or any work performed in connection therewith is the responsibility of the Proposer.

10. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the Contract throughout and will be deemed to be included in the Contract the same as though herein written out in full.
- b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.
- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the Contract. By submitting a proposal to the County Contractor agrees that in the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the proposal, must be signed by the Contractor, and will become part of the Contract.

11. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under the Contract.

12. Non-collusion

By submitting a proposal in response to this solicitation, the Proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person or entity or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney

13. Nondiscrimination

Notwithstanding any other provision of the Contract, during the performance of the Contract Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of the Contract does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

14. Drug Free Workplace Certification

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor’s employees during performance of the Contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:
“As part of the subcontracting agreement with (Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3”.
- c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

15. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate affidavit and agreement which will be included and become a part of the Contract between Henry County and the successful Contractor.

16. Supplier Inclusion Program

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. Please see the Supplier Inclusion Program form for a description of each of these type businesses.

17. County’s Tax Exemption

Henry County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Henry County. Exemption certificates furnished upon request.

18. Award of Contract

- a. Henry County desires to complete the award process in a timely manner. Henry County reserves

the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the County with price and other factors considered. Henry County may elect to waive any technicalities. The Contract will be awarded to highest scored Proposer(s) with whom a satisfactory agreement can be successfully negotiated. If the scope of services contemplates multiple service areas, the County may divide an award among the highest-scoring Proposer(s) so as to designate certain Proposers to certain service areas. The proposal specifications and results will be available on the County's website:

henrycounty-ga.com/purchasing.

- b. Henry County reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Proposer fails to satisfy the County that the Proposer is properly qualified to carry out the obligations of the Contract. If the successful Proposer defaults on their proposal, an award may be made to the next low responsive and responsible Proposer(s).

Responsibility - The determination of the Proposer's responsibility will be made by the County based on whether the Proposer meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of Proposer to provide future maintenance and service for the use of the Contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the proposal or the Contract. As stated in the Specifications, it shall be a requirement that: within the last five years the Proposer has not been removed from the Henry County wrecker rotation list and has not had a wrecker service contract with the County affirmatively terminated by the County for cause; that none of the owners of the applicant company hold or have held any direct or indirect ownership interest in a wrecker service that would be disqualified above; and that none of the management-level employees and officers of the applicant company have previously managed a wrecker service that would be disqualified above.

Responsiveness - The determination of the Proposer's responsiveness will be made by the County based on a consideration of whether the Proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- c. Henry County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Henry County. No claim shall be made by the recommended Proposer for loss of profit if a contract is not awarded or awarded for less work than may be anticipated.

19. Indemnification

- a. The County shall in no way be liable or responsible for accident or damage that may occur due to the operations of a selected vendor (the "Contractor"). The vendor(s) that are selected as the Contractor shall, at its own expense, protect, defend (but only to the extent not prohibited by O.C.G.A. §13-8-2(c)), indemnify, save and hold harmless Henry County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Henry County and its elected and appointed officers, employees, servants and agents may incur as a result of the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract.

- b. The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor, but only to the extent and for such claims as are permitted under O.C.G.A. §13-8-2(c).

20. Controlling Law, Venue

The Contract shall be governed by the applicable laws of the County of Henry and the State of Georgia without regard to choice of law principles. Any dispute arising out of the Contract, including its interpretation or its performance, shall be litigated only in the County of Henry Judicial Courts.

21. Contractor as Independent Contractor

In conducting its business hereunder, the Contractor acts as an independent contractor and not as an employee or agent of County. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

22. Assignment

The Contract, in whole or any part hereof, created by the award to the successful Contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Henry County.

23. Performance of Contract

- a. Henry County reserves the right to enforce the Contractor's performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting Contract award. It will be understood that time is of the essence in the Contractor's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

24. Termination and Suspension

a. Termination by Contractor

The Contract resulting from this bid shall be subject to termination by Contractor in the event of any one or more of the following events: the default by County in the performance of any of the terms, covenants or conditions of the Contract, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by County

The Contract resulting from this bid shall be subject to termination by the County if any one or more of the following events occurs:

- (1) A single significant default (as determined by the County in its reasonable discretion) or persistent minor defaults by Contractor in the performance of any of the terms, covenants or conditions of the Contract, in which case termination may be effected without opportunity to cure.
- (2) The default by Contractor in the performance of any of the terms, covenants or conditions of the Contract and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction; provided that the County shall provide the vendor with notice of any such default. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor.
- (3) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (4) An owner or operator of the Contractor is arrested or indicted on a felony charge.
- (5) The Contractor or its officers or employees engage in unlawful, unsafe or criminal conduct.
- (6) The County receives substantiated complaints from vehicle owner/operators regarding fraudulent or unethical business practices or excessive billing.

c. **Suspension by County**

The Contract may be temporarily suspended by the County for any reason that would justify termination.

d. **Force Majeure**

Neither party shall be held to be in breach or default of the Contract because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

e. **Waiver**

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

SECTION II - SPECIFICATIONS

A. SCOPE OF SERVICES

The Henry County Board of Commissioners is seeking proposals from qualified vendors for wrecker related services on an “as-needed” basis. The contract (the “Contract”) between the County and the selected wrecker service(s) (the “Contractor”) will include the terms and fees included in the **Wrecker Service Policy** and the following terms and conditions:

1. Contract Period

The initial Contract term shall be one (1) year from the date of execution. The Contract shall automatically renew for two (2) additional one (1) year periods unless notice of non-renewal of the Contract is given by either party at least ninety (90) days prior to the expiration date. If needed, the Contract will be extended 90 days or for such period beyond the Contract expiration date as it may be necessary to afford the County a continuous supply of the services. Should the Contractor or the County not desire to renew the Contract, new proposals may be solicited for the purpose of establishing a new contract for wrecker services.

2. Applicable Requests for Services

The terms of this Contract shall apply to all requests for wrecker services initiated by the County and its officers and employees in their official capacity, except as specified below:

- a. From time to time, County officers and employees may place a call for a wrecker service as a courtesy to a member of the public. In such calls, the County representative shall inform the Contractor that it is calling in a “private tow” and the terms of this Contract will not apply.
- b. This Contract will not apply to:
 - i. Services not initiated by the County or its representatives, including when the owner or authorized user of the vehicle calls a specific wrecker company for services, notwithstanding that County personnel may be responding to the scene.
 - ii. Service calls initiated by employees or officers of the Henry County Sheriff’s Department or employees of any other Constitutional Officer of Henry County.

3. Service Areas

- a. The Contractor is assigned to the following service area: North 11 – 19/South 20 - 30 as indicated on the attached service area map (Refer to **Exhibit C** of the **Wrecker Service Policy**). Calls for service shall be based on the geographic location of the incident. The Contractor(s) assigned to the applicable service area shall, by default, be called first. (If more than one Contractor is assigned to a service area, the calls shall be rotated between them.) If the Contractor(s) assigned to the service area is unable to timely respond or if additional assistance is needed, the County may, in its discretion, call Contractors assigned to other service areas.

4. Responding to Calls

- a. The Contractor shall maintain adequate equipment and a sufficient labor force to meet the County’s demand for services in the assigned service area(s) on a full 24-hour per day basis every day of the year.
- b. Standby crews and equipment shall be arranged so as to meet emergency situations under abnormal conditions. If there is a special event being held in Henry County, such as a race at the Atlanta Motor Speedway, or an emergency event, such as serious inclement weather in Henry County, the County may require the Contractor to dispatch a wrecker to the location of the event in order to expedite response times.
- c. The Contractor may maintain a maximum of two telephone numbers to be called for requesting service.

- d. The Contractor shall have two-way communications between its wrecker vehicles and the Contractor's dispatching office. The Contractor shall not be allowed to transmit or receive calls on any Henry County governmental radio frequency.
- e. In the event the County notifies the Contractor of a cancelled request for wrecker services, the Contractor shall be responsible for communicating with the wrecker vehicle operator of the cancellation.
- f. When the Contractor is called by the County for wrecker services, the County representative requesting such services shall indicate the expected number of wrecked vehicles at the scene. Upon being contacted, the Contractor shall inform the County if it is able to respond within 30 minutes, and if additional wrecker services will be required to handle the scene in light of the Contractor's available personnel and equipment and the size of the incident.
- g. Upon informing the County that it will acknowledge the call for service, the Contractor shall arrive at the scene within 30 minutes of the call. If the Contractor has acknowledged a call but then determines that it is unable to timely respond to a call within 30 minutes, the Contractor shall notify the County immediately. The County may then instruct the Contractor to continue proceeding to the scene, or may advise the Contractor that the County will call a substitute wrecker service, in which case the Contractor shall cancel its service call (and in which case, the Contractor shall receive no fee).
- h. If the Contractor that has stated an inability to respond to a call in the required time then arrives on the scene subsequent to the above-referenced communication, the Contractor may be directed to leave the scene without payment for services.
- i. The Contractor is prohibited from calling its own back-up wrecker.
- j. The Contractor must continuously provide acceptable response times for arrival on the scene of an incident. Absent extenuating and unusual circumstances outside the control of the service and its employees, the Contractor must arrive on-scene within 30 minutes of receiving each service call.

5. On-Scene Conduct

- a. It will be the responsibility of the Contractor to ensure that all safety equipment, such as chains or cables and tow-away lighting, are used in accordance with state and federal laws, guidelines and regulations, as well as the manufacturer's requirements, and as designed for the safe and legal operation of recovery vehicles.
- b. The Contractor is responsible for ensuring that the scene is cleared of any hazards before departing. For example, the Contractor must clear and haul away any vehicle debris at the scene prior to departing the scene. The Contractor must also clean up any substantial spills from the vehicle, including oil, antifreeze and other vehicle component fluids, as well as any fluids or objects being transported by the vehicle.
- c. The Contractor shall deliver, at the Contractor's expense, to each owner or representative of every towed vehicle present at the scene of the tow, a pre-printed disclosure in a form that states the current fee schedule for Henry County-initiated tows, the location of storage lots, times of vehicle release, and phone number(s) of the Contractor.
- d. Vehicle owners shall be provided the opportunity to have their vehicle towed to a location of their choice within Henry County (instead of the wrecker's storage lot) if the owner/operator is able to provide payment (via cash, check or credit card) immediately upon completion of the tow. If the owner/operator is not able to provide payment upon completion of the tow, the Contractor may then tow the vehicle to its storage lot and charge one additional standard towing fee (as shown in the fee schedule) for the extra trip.
- e. Henry County provides its own impound facility upon County property for the purpose of storing or holding vehicles for evidence, confiscation, or any other purpose permitted by law. The Contractor shall follow the directions of the County as to whether a vehicle shall be taken to the County impound facility, State Crime Lab or any other site designated by the County.

- f. The Contractor shall be responsible for all vehicles and property towed, transported or stored under this Contract, including all equipment and contents therein. The Contractor shall cooperate with the County official responsible for impounding a vehicle to inspect and inventory the vehicle, and shall, upon request, assist with the inventory and verify the accuracy of the inventory taken at the scene of transporting and confirm it by signature.
- g. The Contractor shall provide all usual and customary wrecker services appropriate for the scene, including:
 - 1) Extricate and remove wrecked or disabled vehicles or equipment from the highways, roads, streets or other public thoroughfares and from such property in close proximity thereto;
 - 2) Tow or otherwise transport wrecked or disabled vehicles or equipment to such places as may be directed by the County;
 - 3) Remove cargo or other material from the highways, roads, streets or thoroughfares, which is part of a load being transported over such right-of-way;
 - 4) Remove cargo or other material from the highways, roads, streets, or other public thoroughfares to a site or location designated by the County;
 - 5) Sweep up and remove broken glass or other debris when a vehicle is removed from the highways, roads, streets, or other public thoroughfares; and
 - 6) Remove large dead animals from the highways, roads, streets, or other public thoroughfares, or from property in close proximity thereto, to such places as may be directed by the County. This strictly references animals that were killed and involved in the accident for which the call was placed.

6. Office and Storage Facilities

- a. The Contractor shall maintain a suitable headquarters facility in compliance with Henry County zoning standards and applicable wrecker facility regulations to transact business and to accommodate the general public. The office shall be staffed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; 8:00 a.m. and 1:00 p.m., Saturdays and Sundays; and such other additional times as the Contractor may offer. Such facility shall be maintained clean and presentable at all times.
- b. The Contractor must maintain a secure storage area/impound lot for towed vehicles within or in close proximity to the designated service area, unless otherwise authorized by the County. The impound lot facility shall be accessible twenty-four (24) hours a day, seven (7) days a week. The lot must be fenced with a minimum of 6 ft. fencing, lighted and equipped with a lock or enclosed building. The gate to the impound lot shall be and remain locked during the hours of darkness except to provide reasonable ingress and egress in connection with wrecker service operations. The impound lot facility shall be lighted during hours of darkness in such a manner as to prevent, discourage and detect attempts at theft or vandalism. The lot shall have a heated shelter on its premises in which stranded motorists may wait for a ride. Impound lots shall be capable of storing a minimum of one hundred (100) vehicles, including tractor-trailers, at any given time. Operational security cameras shall be present in such a manner as to provide recording of activities at every location on the impound lot. Camera footage shall be made available to the County upon request for purposes of investigating complaints by customers.
- c. Lot personnel shall contact the County to determine if a vehicle "hold" has been released before releasing any vehicle upon which the County has placed a "hold".
- d. Upon release of a vehicle from a government impound lot, the Contractor shall transport the vehicle to its private lot and the Contractor shall then store the vehicle pending payment by the owner/operator.

7. Wrecker Vehicles, Towing and Other Equipment

- a. Upon request, the Contractor shall provide a copy of title or registration for each wrecker vehicle to be used in performance of the Contract.

- b. The Contractor is required to obtain annual safety compliance inspections with the State of Georgia Motor Carrier Compliance Division (MCCD). The Contractor shall provide evidence of such satisfactory inspections upon request.
- c. Each Contractor shall have and maintain in operable condition at all times the following equipment:
 - 1) Four (4) Rollbacks rated for the removal of cars, light duty trucks and vehicles weighing less than 14,000 pounds. The truck bed must be at least 16 feet in length with dual rear wheels.
 - 2) Two (2) Heavy Duty Wreckers (one being a Rotator)
 - 3) One (1) Tractor with a Landoll Type Trailer or ability to obtain a Landoll Type Trailer
- d. The following items and equipment must be maintained on all wreckers and tow trucks:
 - 1) Each vehicle must be permanently marked on both sides of the body or cab of the vehicle, in letters and figures in sharp color contrast to the background and legible from a distance of 50 feet during daylight hours while the vehicle is stationary, with:
 - i. The name of the motor carrier (Contractor), city of address, and telephone number, and
 - ii. The carrier's state or federal US DOT number.
 - 2) Each vehicle must carry:
 - i. Valid registration tag and revalidation decal (on exterior);
 - ii. Valid emergency light permit issued by DPS;
 - iii. Flashing or revolving amber light with 360 degree visibility;
 - iv. Battery jumper cables;
 - v. Fire extinguisher;
 - vi. Sweeping broom;
 - vii. Flat shovel;
 - viii. Container for debris;
 - ix. Motorcycle straps (4);
 - x. Tow away lamps (tail, stop and turn signal lights for vehicles being towed), and
 - xi. Stopped vehicle warning devices (e.g. three bi-directional reflective triangles)

8. Personnel

- a. As a safety precaution, all Contractor personnel shall have and prominently display an ID card when responding to a scene. The ID card will be issued by the County and will be at the Company's expense (\$15/card). The ID card shall be displayed by the driver to those served at the scene of any incident where the Company is reporting under this Contract.
- b. The Contractor must maintain and provide upon request to the County a list of all drivers and other personnel reporting to incidents, as well as a current 3-year certified Motor Vehicle Report from the Georgia County of Driver Services (DDS) on those staff.
- c. Drivers must maintain a valid driver's license of the appropriate class and with the appropriate endorsements required to operate the Contractor's equipment under Georgia law. Drivers must also meet all applicable driver qualification requirements, including medical qualification requirements, specified by both state and federal law.
- d. The Contractor shall submit to the authorized representative of the County the names, addresses, social security numbers, and date of birth of: (i) all persons employed by the Contractor and (ii) all associates having a financial or ownership interest in the Contractor's wrecker business. Each such person listed by the Contractor shall consent to be photographed by Police Department personnel, sign a GCIC consent form, and be subjected to a complete background investigation. If, in the opinion of the County, any employee's or officer's background contains information that could be construed as presenting the possibility of loss or harm to property or persons in performing job duties under this Contract, notice in writing will be provided from the County to the Contractor. The Contractor shall not use the employee in connection with County-initiated calls.

- e. If a particular employee shows a pattern of disregard for the law (defined as repeated infractions over the preceding decade), or has been convicted of a felony or any misdemeanor crime of violence or moral turpitude within the past decade, or if the conviction is for a violent or sex-related offence regardless of date of conviction, the particular employee shall automatically be excluded from providing services in connection with County-initiated calls.
- f. The Contractor shall submit to the County the full names, addresses, social security numbers, and dates of birth of all subsequent additions or deletions of personnel within 24 hours of their employment or departure.

9. Charges for Services

- a. All liability and responsibility for payment for the services governed by the Contract shall lie with the owner/operator of the vehicle/property serviced. Under no circumstances will the County be responsible to the Contractor for a third party's failure to pay for towing, storage, or other services rendered to a third party's vehicle or other property, even if the County or its representative placed the call for service. Each vehicle shall stand as security only for the charges against that vehicle, and when vehicles are unclaimed, such vehicle shall be disposed of as provided by Georgia law.
- b. If a wrecker call is canceled without service having been provided, there shall be no charge to the County or the vehicle owner.
- c. The Contractor shall be authorized to charge the County and the general public certain fees in accordance with the attached County-mandated fee schedule (Refer to **Exhibit A** of the **Wrecker Services Policy** for Fees). All fees charged for any services shall be subject to the schedule, including the cap on fees in the schedule. The existence of a cap on fees charged will not in any way excuse the Contractor from complying with its obligations in the Contract, including the obligation to provide thorough professional service and to leave any incident site clean and free of debris and other hazards. For "Extraordinary Services", the Contractor must provide photographs or other reasonable documentation substantiating the fees charged at the time of billing (Note: Extraordinary Services Exhibit A (c): Contractor is not required to clean up flammable or chemical high hazard loads. This will be mitigated by qualified personnel such as the Henry County Fire Department or a third party they summon).
- d. The Contractor shall post the County's fee schedule as the prices to be charged to the public in connection with County-initiated business. Such fees shall be posted in open view to the public in the Contractor's lobby.
- e. With each bill the Contractor sends or presents for payment in connection with services rendered pursuant to this policy, the Contractor shall also attach a copy of the fee schedule for Henry County-initiated tows so that customers may compare the fees charged to the fee schedule.
- f. A detailed written invoice shall be provided to each vehicle owner/operator upon request.
- g. If the Contractor is determined by the County (in the reasonable discretion of the County personnel responsible for managing the Contract) to have over-charged a customer for wrecker services in violation of the County-mandated fee schedule, the Contractor shall, upon request of the County, immediately refund to the customer any over-charged amount. Formal notice shall not be required to communicate the refund request. Willful or repeated violations of the County-mandated fee schedule will be grounds for warnings, suspension, or termination of the Contract.

10. Inspections

The Contractor shall be subject to inspections of pertinent documents, personnel, locations, vehicles and equipment throughout the term by the County.

11. Compliance with Law

It is a material provision of the Contract that the Contractor comply with all applicable local, state and federal laws, ordinances, rules and regulations. Contractors who also engage in Non-Consensual Towing functions specified in OCGA §44-1-13, which is regulated by the Department of Public Safety, must

possess a Non-Consensual Towing (NCT) Permit issued by the Department of Public Safety; and conform to all laws, rules, and regulations governing such actions.

12. Company Owners

The Contractor affirms that its principal owners are not elected officials or employees of Henry County. The Contractor shall not employ any elected official or any employee of Henry County.

13. Independent Contractor; No Subcontracting

The Contractor shall perform all services contemplated herein as an independent contractor and not as representatives or employees of the County. The Contractor shall not subcontract any services provided under the Contract.

14. Standard of Care

The Contractor shall perform all services required under this Contract in a professional manner using that degree of care and skill ordinarily exercised by and consistent with the standards in the wrecker service industry.

15. Severability

If any term, covenant or condition of this Contract shall to any extent be declared invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term, covenant or condition hereof shall be valid and enforceable.

16. Entire Agreement

The Contract contains the entire agreement between the parties hereto, and no representations, inducements, promises, commitments or agreements between the parties not contained and embodied within the terms of the Contract shall be of any force and effect.

B. INSURANCE REQUIREMENTS

Insurance companies used by Contractor must be licensed by the Georgia Department of Insurance and the Georgia Secretary of State to do business in the State of Georgia. The County reserves the right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.

The following requirements shall also be applicable to the Contractor:

- a. Evidence of insurance must be provided to the Purchasing Department, 140 Henry Parkway, McDonough, Ga. 30253, within five days of execution of this Contract and prior to commencing operations under this Contract;

The certificate holder is to be issued to:

Henry County Board of Commissioners

Henry County, Georgia

but delivered to:

Henry County Purchasing Department

140 Henry Parkway

McDonough, Georgia 30253

The Proposal Package number and services should be referenced in the description of operations. The certificates may be faxed to the Purchasing Department at 770-288-6027.

- b. The insurance policy required herein shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of the Contract.
- c. Any change in coverage or insurance carrier must be reported to the County’s Purchasing Office

- in writing within five business days of the change.
- d. Failure of any Contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification;
 - e. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;
 - f. The County shall, without exception, be given no less than thirty (30) days notice prior to cancellation for any and all reasons other than non-payment of premium; and
 - g. The County shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.
 - h. Subcontractor insurance requirements are not listed because subcontractors are not permitted under the Contract.
 - i. The Contractor shall procure and maintain insurance coverage in the following particulars:

Workers Compensation Insurance

In the amounts of the statutory limits established by the General Assembly of the State of Georgia. (A self-insurer must submit a certificate from the Georgia Board of Workers compensation stating that the Contractor qualifies to pay its own workers compensation claims.)

Employers Liability

Bodily injury by Accident – each employee	\$100,000
Bodily injury by Disease - each Employee	\$100,000
Bodily injury by Disease – policy limit	\$500,000

Commercial General Liability

Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

Automobile Liability

Combined Single Limit	\$1,000,000
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Garage Keepers Liability Insurance

(Comprehensive and Collision): limits not less than	\$1,000,000
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SECTION III - PROPOSAL FORMAT

A. TECHNICAL PROPOSAL

Please follow format below for your proposal's response and provide six (6) sections under separate tabs as follows:

Section 1 – Company's Information

- a. Company's local name, address, and telephone number.
- b. Primary local contact person(s) and telephone number(s).
- c. A declaration of ownership demonstrating all parties (by name and address) who own any interest in the company.
- d. A copy of the company's current business license.
- e. Total number of company's local full-time employees.
- f. Year company was established.
- g. Number of years company has operated under current company name.
- h. Listing, description, and outcome of all litigation involving the company in the last 5 years.

Section 2 – Company's Qualifications and Experience

- a. Describe company's experience, capabilities and other qualifications for this project. Include professional credentials and experience in providing the services enumerated in this RFQ.
- b. Provide a sworn and notarized certification by an officer of the applicant company:
 - i. That within the last five years the applicant company has not been removed from the Henry County wrecker rotation list or has had a wrecker service contract with the County affirmatively terminated by the County for cause;
 - ii. That none of the owners of the applicant company hold or have held any direct or indirect ownership interest in a wrecker service that would be described in subsection (i) above; and
 - iii. That none of the management-level employees and officers of the applicant company have previously managed a wrecker service that would be described in subsection (i) above.

Section 3 – References

- a. Provide up to three (3) references for whom you have held wrecker service contracts, preferably contracts similar in size and scope to the services specified herein. Include current contact information (name, address, telephone and e-mail address) for each reference.
- b. Provide a list of your customers that are government entities or major institutions, and the length of time they have used your services.

Section 4 – Personnel and Equipment

- a. Provide summary of skills, abilities, and experience for each person who will represent your company in performing the services under the proposed contract. No subcontractors may be used.
- b. Provide a current 3-year certified Motor Vehicle Report (MVR) from the Georgia County of Driver Services (DDS) for each driver who will be operating a wrecker or tow truck.
- c. List all vehicles and equipment owned by the company that will be used for performance under the proposed contract.

Section 5 – Understanding of Services Required and Quality Assurance

- a. Include a brief overview of your company's approach to the work and how it envisions being able to provide the services required on an on-call basis.

- b. Provide description of firm's quality assurance/quality control processes to ensure accuracy and integrity of services in the timely delivery of services while avoiding mistakes and obstacles.
- c. Provide a detailed description of the process utilized to dispatch and respond to wrecker calls.
- d. Provide a statement describing the average response time of the Proposer in Henry County or the surrounding area.
- e. Describe the process for entering and tracking impounded vehicles.

Section 6 - Documents and forms required by the County

Please provide all other documents and forms not included in the above sections.

SECTION IV – EVALUATION AND SELECTION CRITERIA

Henry County’s selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the County’s staff.

The Proposer’s submittal must fully address the requirements listed in this solicitation and the Proposer’s degree of experience, knowledge, and ability to provide experienced and qualified services. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the County’s intention to select one or more firms that are the most qualified to meet the County’s needs. The award shall be based on the following factors:

RFQ EVALUATION CRITERIA	Scoring Value Maximum Points
Company’s Qualifications and Experience	30
References	20
Personnel	20
Understanding of Services Required and Quality Assurance	30
MAXIMUM SCORING POINTS TOTAL	100
Oral Presentation and Product Demonstration - At its sole discretion, the Evaluation Committee made up of County employees may require an interview/presentation before the final selection and award to a Firm. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Firm.	15 (possible additional points if an oral presentation is requested)

The Scoring Formula for the above Scoring Value Maximum Points is as follows:	
Excellent	.75 - 1.00
Good	.50 - .74
Fair	.25 - .49
Poor	0 - .24
Multiply scoring formula by possible scoring value maximum point allotment. <i>Example:</i> If you score a firm .6 (Good) on References and multiply .60 x 20 (maximum scoring points), this would equal to 12 points.	

Henry County reserves the right to request supplemental or corrective responses when responses are substantially complete but, in the County’s judgement, fail to fully address all the specifications or contain inadvertent errors.

Henry County reserves the right to remove the high score and the low score for each offer if deemed necessary.

The County reserves the right to negotiate the Scope of Services with the highest ranked Proposer(s). If negotiations cannot be completed successfully, then the County reserves the right to negotiate with the lower ranked Proposers. Recommendations for an award will be the Proposer(s) with whom potential contract negotiations were successful.

Henry County Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number	
1. This Contract is entered into between Henry County and the Contractor named below:			
Henry County		(hereafter called County)	
Contractor's Name		(hereafter called Contractor)	
2. Contract to Begin:	Date of Completion:	Renewals:	
3. Lump Sum Amount of this Contract (if applicable)	Fee Represented as a Percentage Of Designated Cost (if applicable)	Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable):	Annual Contract Price Agreement (if applicable)
4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Contract:			
1: All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)			
2: Bid or Proposal Submitted by Contractor along with Contractor's Final Response			
3: Fee/Cost Submitted by Contractor			
4: All Other Documentation Required in Solicitation			
IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.			
5.			
Contractor			
Contractor's Name <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		Federal Identification No.	
By <i>(Authorized Signature)</i>		Date Signed	
Printed Name and Title of Person Signing			
Address			
Telephone Number		E-mail Address	
6.			
Henry County			
Chair or Designee			
By <i>(Authorized Signature)</i>		Date Signed	
Printed Name and Title of Person Signing			
Address			
140 Henry Parkway, McDonough, Georgia 30253			

BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute the Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

_____	_____
(Company)	(Signature)
_____	_____
(Address)	(Printed Name)
_____	_____
(City, State, Zip)	(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____ 20_____

Notary Public in and for the State of _____

(Seal)
(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

_____ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Henry County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: _____

Print Name: _____

Title: _____

Firm Address: _____

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Henry County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization/ E-Verify User Identification Number

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, __, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to these type of business classification, please check all which apply:

Small Business

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.

Local Vendor

Local vendors, as defined in the Henry First Initiative, must operate and maintain a regular place of business within the geographical boundaries of Henry County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

Veteran-Owned Business

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran as long as they were not dishonorably discharged.

DBE Business

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation and shall consist of five (5) minority groups:

- Asian American
- Native American
- African American
- Hispanic/Latino
- Pacific Islander.

Female Owned Business

A female-owned business is a business in which a female owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company.

None of the Above Applies

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature

RFQ Checklist

In accordance with the Henry County Wrecker Service Policy (06-14-2021), the Contractor must ensure all items below are provided, or documented proof of, to Henry County Purchasing by the deadline stated in the RFQ. All items are subject to inspection at a later date.

Vehicles and Equipment

- Provide a copy of title or registration for each wrecker vehicle to be used in performance of the Contract.
- The Contractor is required to obtain annual safety compliance inspections with the State of Georgia Motor Carrier Compliance Division (MCCD). The Contractor shall provide evidence of such satisfactory inspections upon request.
- Each Contractor shall have and maintain in operable condition at all times the following equipment:
 - Four (4) Rollbacks rated for the removal of cars, light duty trucks and vehicles weighing less than 14,000 pounds. The truck bed must be at least 16 feet in length with dual rear wheels.
 - Two (2) Heavy Duty Wreckers (one being a Rotator)
 - One (1) Tractor with a Landoll Type Trailer or ability to obtain a Landoll Type Trailer
- Each vehicle must be permanently marked on both sides of the body or cab of the vehicle, in letters and figures in sharp color contrast to the background and legible from a distance of 50 feet during daylight hours while the vehicle is stationary with;
 - The name of the motor carrier (Contractor), city of address, and telephone number, and
 - The carrier's state or federal US DOT number.
- Each vehicle must carry:
 - Valid registration tag and revalidation decal on exterior;
 - Valid emergency light permit issued by DPS;
 - Flashing or revolving amber light with 360 degree visibility;
 - Battery jumper cables;
 - Fire extinguisher;
 - Sweeping broom;
 - Flat shovel;
 - Container for debris;
 - Motorcycle straps (4);
 - Tow away lamps (tail, stop and turn signal lights for vehicles being towed), and
 - Stopped vehicle warning devices (e.g. three bi-directional reflective triangles)

Insurance

- The Contractor must maintain statutory minimum workers' compensation insurance; employer's liability insurance with limits of at least \$100,000 each accident for bodily injury; commercial general liability insurance with limits of at least \$1,000,000; commercial automobile liability insurance (combined single limit) of at least \$1,000,000; and garage-keepers liability insurance of at least \$1,000,000.

Pricing and Fees

- Contractor must strictly adhere to standard and extraordinary fees included in Exhibit A.
- For extremely serious incidents with documented wrecker expenses, the County may grant case-by-case waivers on the cap for additional extraordinary services and Total Maximum Charge. All such waiver requests shall be made to the County within 24 hours of the wrecker's arrival on the scene of the incident.
- The Contractor shall post the County's fee schedule as the prices to be charged to the public in connection with County-initiated business. Such fees shall be posted in open view to the public in the Contractor's lobby.

Office and Storage Facilities

- The Contractor shall maintain a suitable headquarters facility in compliance with Henry County zoning standards and applicable wrecker facility regulations to transact business and to accommodate the general public. The office shall be staffed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; 8:00 a.m. and 1:00 p.m., Saturdays and Sundays; and such other additional times as the Contractor may offer. Such facility shall be maintained clean and presentable at all times.
- The Contractor must maintain a secure storage area/impound lot for towed vehicles within or in close proximity to the designated service area
- The impound lot facility shall be accessible twenty-four (24) hours a day, seven (7) days a week.
- The lot must be fenced with a minimum of 6 ft. fencing, lighted and equipped with a lock or enclosed building. The gate to the impound lot shall be and remain locked during the hours of darkness except to provide reasonable ingress and egress in connection with wrecker service operations.
- The lot shall have a heated shelter on its premises in which stranded motorists may wait for a ride
- Impound lots shall be capable of storing a minimum of one hundred (100) vehicles, including tractor-trailers, at any given time.
- Operational security cameras shall be present in such a manner as to provide recording of activities at every location on the impound lot.
- The Contractor shall post the County's fee schedule as the prices to be charged to the public in connection with County-initiated business. Such fees shall be posted in open view to the public in the Contractor's lobby.

Personnel

- As a safety precaution, all Contractor personnel shall have and prominently display an ID card when responding to a scene. The ID card will be issued by the County and will be at the Company's expense (\$15/card). The ID card shall be displayed by the driver to those served at the scene of any incident where the Company is reporting under this Contract.
- County a list of all drivers and other personnel reporting to incidents, as well as a current 3-year certified Motor Vehicle Report from the Georgia County of Driver Services (DDS) on those staff.
- Drivers must maintain a valid driver's license of the appropriate class and with the appropriate endorsements required to operate the Contractor's equipment under Georgia law. Drivers must also meet all applicable driver qualification requirements, including medical qualification requirements, specified by both state and federal law.
- The Contractor shall submit to the authorized representative of the County the names, addresses, social security numbers, and date of birth of:
 - all persons employed by the Contractor, and
 - all associates having a financial or ownership interest in the Contractor's wrecker business.
 - Each such person listed by the Contractor shall consent to be photographed by Police Department personnel,

RFQ # 21-98
Wrecker Services - Annual Contract
Due Date and Time: July 27, 2021, 3:00 PM

CHECKLIST FOR RFQ DOCUMENTS

Failure to include all required documents will result in proposal being removed for consideration for award.

<u>DOCUMENTATION DESCRIPTION</u>	Please check
Any Required Documents cited in RFQ Specifications	<input type="checkbox"/>
W-9	<input type="checkbox"/>
<i>Forms:</i>	
Solicitation Form (Page 1 of this Document)	<input type="checkbox"/>
Addendum Cover Sheet(s) (If applicable.)	<input type="checkbox"/>
Bid Authorization Affidavit	<input type="checkbox"/>
Non-Conflict of Interest	<input type="checkbox"/>
Georgia Security & Immigration Compliance Act Affidavit & Agreement	<input type="checkbox"/>
Supplier Inclusion Program	<input type="checkbox"/>
RFQ Documents Submittal Checklist/Addenda Acknowledgement (this page)	<input type="checkbox"/>

ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____	_____	Dated
Addendum No _____	_____	Dated
Addendum No. _____	_____	Dated
Addendum No. _____	_____	Dated

This affirms that all documents are included with the Proposer's RFQ package.

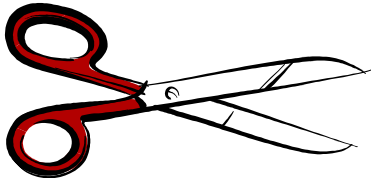
_____	_____
Company's Name	Date

_____	_____
Authorized Representative's Name (Print or Type)	Authorized Representative's Signature

SECTION VI – REQUEST FOR PROPOSAL LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFQ PACKAGE

*This label **MUST** be affixed to the outside of the envelope or package, even if it is a “No RFQ” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFQ will be accepted after the date and time specified.*



REQUEST FOR QUALIFICATIONS ENCLOSED

RFQ # 21-98, Wrecker Services

Due Date and Time: July 27, 2021, 3:00 PM

Vendor Name

Address

City, State, Zip Code

**DELIVER TO: Henry County Purchasing Department
140 Henry Parkway
McDonough, GA 30253**