

**REQUEST FOR PROPOSALS (RFP) NO. 2019-0004**  
**TOWING AND WRECKER SERVICES**



**CITY OF STOCKBRIDGE PROCUREMENT DIVISION**  
**4640 NORTH HENRY BOULEVARD STOCKBRIDGE, GA 30281**

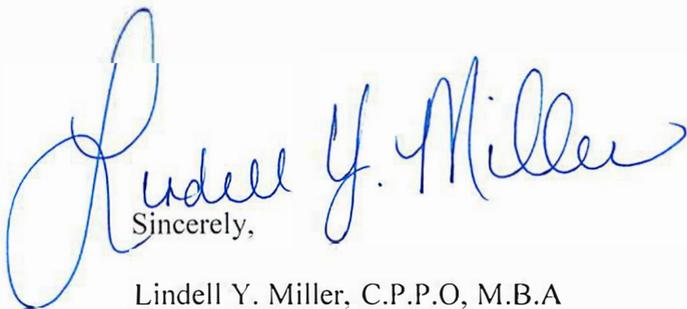
Wednesday, May 15, 2019

Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity."

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

  
Sincerely,  
Lindell Y. Miller, C.P.P.O, M.B.A

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**REQUEST FOR PROPOSAL(RFP) NO. 2019-0004**  
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**Wednesday May 15, 2019**

**1.0 INTRODUCTION**

**1.1 PURPOSE**

The City of Stockbridge, (hereafter referred to as “the City), is seeking proposals from qualified vendors to determine which service provider will best meet the City’s needs for Towing and 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 City shall establish an obligation on the part of the Contractor to make available to the general public wrecker and related services when and as called upon by the City.

The City of Stockbridge is seeking firm(s), or corporation(s) to provide wrecker and impound services for incident tows on an as-needed basis. The selected individual, firm or corporation shall have an impound yard within ten (15) miles of the City, as defined in Exhibit I herein. Services set forth herein will be performed at no cost to the City, and Respondent will have the right to collect third-person fees related to the towing and impound services.

Proposals provided in response to this RFP that comply with the submittal Requirements set forth in the Evaluation Criteria, Exhibit I, the RFP, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in the Evaluation Criteria. The Proposer shall describe services proposed in this RFP. This overview shall provide enough information to demonstrate the Proposer’s clear understanding of the services requested by the City through this RFP.

**METHOD OF SOURCE SELECTION:** This procurement is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances and the specific method of source selection for the services required in this Proposal is Chapter 3.30 – Procurement.

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the proposer or their proposal will be disqualified as being non-responsive.

## 1.2 CONTRACT PERIOD

The initial contract term shall be one (1) year from the date of execution. The contract may be renewed for four (4) additional one (1) year periods. Renewal of the contract, if applicable, into the second, third or fourth year will be made thirty (30) days prior to the expiration date. If needed, the annual contract will be extended 90 days or for such period beyond the contract expiration date as it may be necessary to afford the City a continuous supply of the item(s). Should the bidder or the City not desire to renew the contract, new bids will be solicited for the purpose of establishing a new contract.

The City's determination to extend an offer to exercise an optional Contract term shall be based upon the availability of funding, and the City's satisfaction with the product / service, and will be at the sole discretion of the City. The Contract associated with this RFP shall commence upon the date of the formal execution of the Contract and shall remain in effect throughout its term without an amendment in the pricing or terms or conditions. Unless mutually agreed upon in writing by all parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be the same as those contained within in this Agreement

## 1.3 OBTAINING THE RFP

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under "Bid Opportunities".

## 1.4 PRE-BID 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 as "Schedule of Events" of this RFP. 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 eligible for contract award.

## 1.5 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before **July 9, 2019 (12 Noon) EDT.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum

Each envelope or package on the outside shall be clearly marked as follows:

**REQUEST FOR PROPOSAL NO. 2019-0004**  
Towing and Wrecker Services  
City of Stockbridge City Hall  
4640 North Henry Boulevard Stockbridge, GA 30281  
**RFP Due Date: Tuesday, July 9, 2019 (12 noon)**

## 1.6 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Purchasing Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division Purchasing Division.

## 1.7 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, Lindell Y. Miller, Purchasing Manager at [LMiller@CityofStockbridge-ga.gov](mailto:LMiller@CityofStockbridge-ga.gov), 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

## 1.8 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

<b>EVENT</b>	<b>DATE</b>
Request For Proposal Issued to Public	<b>May 15, 2019</b>
Non-Mandatory Pre-Proposal meeting	<b>June 4<sup>th</sup>, 2019 (10:00 A.M)</b>
Last Day for Questions to be Submitted	<b>June 11<sup>th</sup>, 2019 (12 Noon)</b>
Due Date	<b>July 9<sup>th</sup>, 2019 (12 Noon)</b>

## 1.9 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

## 1.10 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **June 11<sup>th</sup>, 2019 (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

**Purchasing Manager: Lindell Y. Miller**  
**Email: LMiller@CityofStockbridge-ga.gov**

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **1.11 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 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 City, at no expense to the City. 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.

- f. 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.
- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- I. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

## **1.12 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 City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

## **1.13 PROPOSAL AND CONTRACT DOCUMENTS**

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

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

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

Limited Liability Company (LLC): If the Bidder 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 Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. 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 agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Contractor.

#### **1.14 EXCEPTIONS AND OMISSIONS**

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

#### **1.15 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of City 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.

#### **1.16 COST INCURRED BY VENDORS**

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

#### **1.17 CODES, PERMITS, FEED, 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. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City 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 City 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 City 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.

#### **1.18. SAFETY**

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY 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 this contract.

#### **1.19. DESIGN, STANDARDS AND PRACTICES**

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

#### **1.20. STATEMENT OF WARRANTY**

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty in regard to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

#### **1.21. 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, 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.

## **1.22. NONDISCRIMINATION**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement 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.

## **1.23. 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 "Drugfree 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 workplace 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 5 0-24-3.

## **1.24. GEORGIA SECURITY AND IMMIGRATION 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 Agreement between the City of Stockbridge and the successful Contractor.

### **1.25. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM**

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

### **1.26. DELIVERY AND F.O.B. DESTINATION**

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

### **1.27. LOCAL VENFOR PREFERENCE**

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

### **1.28. CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK**

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether

observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.

- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

### **1.29 AUTHORITY TO SIGN**

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

### **1.30 PROPOSAL SECURITY AND PERFORMANCE BONDS**

- a. No Bond is required

### **1.31 RFP SUBMITTALS**

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

### **1.32 EVALUATION PROCESS**

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified individuals /firms(s) to the City Council for award. Matters relating to qualifications to meet the City's needs will receive highest priority in evaluation. After a Proposal is selected, the City expects to negotiate the details of the work to be performed based upon the proposal, the City's needs, and to either share revenue or provide the City with administration fees collected from all person or entities receiving service under this contract, or a combination thereof. Proponents are solely responsible for ensuring prices take into account any fluctuations in fuel prices or other variable costs. If negotiations fail for any reason, including price, the County may choose to negotiate with others to obtain an appropriate contract for needed Services.

The City of Stockbridge Purchasing Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Division will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Purchasing Manager will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP. The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

#### **The City may require visits to company location as part of the evaluation process**

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I** and the requirements within this solicitation/RFP.

### **1.33 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)**

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

### **1.34 CITY'S TAX EXEMPTION**

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

### 1.35 AWARD OF CONTRACT

- a. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge 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 City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City 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 or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

**Responsibility** - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard Requirements:

- 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, capacity and skill of the Bidder to perform and/or provide the Work required;
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

**Responsiveness** - The determination of the proposer's responsiveness will be made by the City 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.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Contractor for loss of profit if the contract is not

awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

### **1.36 NEGOTIATION AND AWARD**

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

### **1.37 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

### **1.38 RESERVED RIGHTS**

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

### **1.39 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Contractor acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

### **1.40 CONTROLLING LAW, VENUE**

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

### **1.41 CONTRACTOR AS INDEPENDENT CONTRACTOR**

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

### **1.42 ASSIGNMENT**

The Agreement, 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 the City of Stockbridge.

### **1.43 PERFORMANCE OF CONTRACT**

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer'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 proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; 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 City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

#### **1.44 DEFAULT AND TERMINATION**

##### **a. Termination by Contractor**

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events: The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City 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 City**

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) 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.

- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the City's decision is final and valid.

**c. Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this proposal, 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 ability with all reasonable dispatch.

**d. 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.

**1.45 INVOICES**

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall  
Finance Department Accounts Payable  
4640 N. Henry Boulevard  
Stockbridge, GA 30281**

The following information must appear on all invoices submitted:

- Name and address of successful proposer;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period;
- City's Purchase Order Number and Proposal Package number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

#### **1.46 PAYMENT**

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

#### **1.47 INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**. Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

#### **1.48 ACCURACY OF RFP AND RELATED DOCUMENTS**

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.7 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

#### **1.49 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFP.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the contractor will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

#### **1.50 PUBLIC RECORDS DISCLOSURE:**

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

#### **1.51 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## **1.52 CITY RIGHTS AND OPTIONS**

- a. This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- b. This RFP does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- e. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the City's determination.
- g. The City may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.
- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City
- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFP.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- s. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

### **1.53 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the

Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

### **1.54 TERMINATION OF NEGOTIATIONS**

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

## **1.55 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

## **1.56 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Finance Director or designated representative.

## **1.57 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTPS://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

## **1.58 AUTHORIZATION TO TRANSACT BUSINESS**

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

## **1.59 PAYMENT**

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

## **1.60 CERTIFICATE OF ACCEPTANCE**

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

## **1.61 CERTIFICATION REGARDING DEBARMENT**

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

## **1.62 GENERAL REQUIREMENTS**

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

**1.63 SUBMISSION REQUIREMENTS**

All Proposals, including all attachments, must be received by the City in a sealed package no later than **July 9, 2019 (12:00 Noon) EDT** and must be addressed to:

**REQUEST FOR PROPOSALS No. 2019-0004**  
**Towing and Wrecker Services**  
**City of Stockbridge, City Hall**  
**Purchasing Division**  
**4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP No. 2019-0004**  
**CITY OF STOCKBRIDGE, CITY HALL**  
**Towing and Wrecker Services**  
**Proposer's Name and Address**

The Request For Proposals (RFP) requirements, responses shall **consist of one (1) signed, original that is marked “ORIGINAL” and five (5) bound photocopies that are identical to the original and marked “COPY” and one (1) CD or flash drive containing a pdf format of the RFP submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

**1.64 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½” x 11”. Larger charts and graphs may be provided if folded neatly to 8½” x 11” and the following items, in the order presented below, with tabs between the sections must be included:

<b>Evaluation Criteria</b>	<b>Tab Number</b>
The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below.	
<p><b>Section 1 - Company Information</b></p> <p>a. Company's local name, address, and telephone number</p> <p>b. Primary local contact person(s) and telephone number(s)</p> <p>c. Total number of company's local full-time employees</p> <p>d. Year company was established</p> <p>e. Description of the company's background and size.</p> <p>f. Description of the company’s corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization.</p>	<b>Tab 1</b>

<p><b>Section 2 - Organizational Qualifications/ Personnel</b></p> <p>a. Describe Responder's experience, capabilities and other qualifications for this project;</p> <p>b. How many years has proposer operated under current company name?</p> <p>c. Has proposer ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with a Federal, State, or local government agency?</p> <p>d. Statement of qualifications - including any experience with government agencies.</p> <p>e. Professional credentials and experience in providing the services enumerated in this Request For Proposals, i.e. mechanic certifications, awards, etc.</p> <p>f. Description of the competitive advantage that your company possesses versus other potential providers.</p> <p>g. Please provide details about key staff that will be associated with the City of Stockbridge.</p> <ul style="list-style-type: none"> <li>• Provide résumés or a summary of skills, abilities and experience for each person who will represent your company as related to this proposal.</li> <li>• Key management personnel proposed shall not be changed without written City approval in advance of the change.</li> <li>• Provide skill requirements for personnel who drive tow truck and provide services as outlined your proposal.</li> </ul>	<p><b>Tab 2</b></p>
<p><b>Section 3 - Technical Approach</b></p> <p>a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein</p> <p>b. Responders shall provide a detailed description of the process utilized to dispatch and respond to towing and wrecker calls.</p> <p>c. Identify the location of the company's corporate office and the location of storage provided for vehicles towed.</p>	<p><b>Tab 3</b></p>
<p><b>Section 4 - Project Management</b></p> <p>a. Describe how the project will be organized and managed;</p> <p>b. Describe the process for entering and tracking impounded vehicles;</p> <p style="padding-left: 40px;">b. Describe the resources necessary to accomplish the Statement of Work.</p>	<p><b>Tab 4</b></p>

<p><b>Section 5 - Proposer Financial Information</b></p> <p>a. It is the practice of the City to conduct a review of a firm’s financial responsibility in order to determine the firm’s capability to successfully perform the work.</p> <p>b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.</p> <p><b>The following documentation is required in order for the City to evaluate financial responsibility:</b></p> <p>a. Provide your firm’s most recent balance sheets.</p> <p>b. Provide your firm’s most recent Dun &amp; Bradstreet, Value Line Reports or other credit ratings/report.</p> <p>c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.</p> <p>d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized</p>	<p><b>Tab 5</b></p>
<p><b>Section 6 – Litigation</b></p> <p>The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization.</p> <p>If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.</p>	<p><b>Tab 6</b></p>
<p><b>Section 7 - Business Licenses, Licenses, and Insurance</b></p> <p>Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity.</p> <p>List any regulatory or license agency sanctions. <small>Page 30 of 71</small> If there are none, state none.</p>	<p><b>Tab 7</b></p>

<p><b>Section 8 - References</b></p> <p>Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer’s attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of three (3) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. <b>EXHIBIT II, REFERENCE VERIFICATION FORM</b></p>	<p><b>Tab 8</b></p>
<p><b>Section 9 – Documents and forms required by the City</b></p> <p>Please provide all other documents and forms not included in the above sections.</p>	<p><b>Tab 9</b></p>

**PROPOSAL EVALUATION – SELECTION CRITERIA**

City'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 City's staff.

The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFP Evaluation Criteria	Scoring Value Maximum Points
<p><b>Organizational/Personal Qualifications</b></p> <ul style="list-style-type: none"> <li>• Years of experience, capabilities and other qualifications for this project;</li> </ul> <p>Experience, staff, technical approach, references – current and past performance of the proposing firm in providing directly related services of equal magnitude and complexity; competency of staff, owners and officers, and persons who will be directly involved managing the service on a daily basis; number of full time staff assigned to this contract; proposers understanding of the scope of this contract, implementation plan/technical approach; qualifications.</p>	50
<p><b>Technical Approach</b></p> <ul style="list-style-type: none"> <li>• Provided a process for entering and tracking impounded vehicles</li> <li>• Included a description shall provide a detailed description of the process utilized</li> <li>• to dispatch and respond to wrecker calls.</li> <li>• Identify the location of the company’s corporate office and the location of storage provided for vehicles towed.</li> </ul>	30
<p><b>Past Performance/Experience</b></p> <ul style="list-style-type: none"> <li>• Relevant Project Experience/ Past performance</li> </ul>	20
<b>MAXIMUM SCORING POINTS TOTAL</b>	<b>100</b>

**EXHIBIT I – DETAILED SCOPE OF SERVICES  
WRECKER and TOWING SERVICES  
REQUEST FOR PROPOSAL 2019-0004**

**Minimum Requirements**

- I. The Minimum Requirements for this solicitation are listed below.
- a. Providers shall exhibit considerable relevant experience with this type of work, and should demonstrate experience, capability to meet a required schedule, and the professional ability of the personnel who will perform the work.
  - b. All Prospective Providers must attend the Mandatory Pre-Bid Conference prior to submitting a bid and being considered for Contract award.
  - c. The Selected Provider must provide any and all licenses, insurance, permits, memberships, accreditations, affidavits, certifications, endorsements, references, etc., required or stipulated by the Federal Government, the State and / or the City in this solicitation package.
  - d. Maintains a physical location presence of stored vehicles within a 15-mile radius of the City of Stockbridge.
  - e. Has the appropriate and adequate technical experience required?
  - f. Has adequate personnel and equipment to perform the work expeditiously
  - g. Able to comply with the required or proposed delivery and installation schedule.
  - h. Has a satisfactory record of performance.
  - i. The ability of proposer to provide future maintenance and service for the use of the contract under consideration.
  - j. Has adequate financial means to meet obligations incidental to the work.
  - k. Such other factors as appear to be pertinent to either the proposal or the contract.

**II. SCOPE OF WORK**

Work will include, but is not limited to, towing and wrecker services within the boundaries of the City of Stockbridge located in Stockbridge, Georgia as shown on the City of Stockbridge – Towing and Wrecker Services Area (Attachment 4). Work shall include removal, towing, recovery and wrecker services. The City of Stockbridge is seeking proposals from qualified vendors for Wrecker related services on an "as-needed" basis, which will include the following:

- a. The Contractor shall keep a written record of all vehicles moved for a period of not less than 120 days. The record shall consist of the following information:
  - a) Date and Time
  - b) License, Make, & Model of vehicle being towed
  - c) Physical address of location towed from
  - d) Physical address of location vehicle is towed to

- b. Damage to vehicles caused by the Contractor in the process of hooking, unhooking, and transporting the vehicles shall be the responsibility of the Contractor. The owning contractor must be licensed, insured, and bonded. The Contractor shall not subcontract any portion of the tasks noted herein without express written approval of the City Manager or his designee.

**1. Contract Period**

The initial contract term shall be one (1) year from the date of execution. The contract may be renewed for four (4) additional one (1) year periods. Renewal of the contract, if applicable, into the second, third or fourth year will be made thirty (30) days prior to the expiration date. If needed, the annual contract will be extended 90 days or for such period beyond the contract expiration date as it may be necessary to afford the City a continuous supply of the item(s). Should the bidder or the City not desire to renew the contract, new bids will be solicited for the purpose of establishing a new contract.

**2. Enforcement; Official Agent**

The provisions outlined in this Contract shall be supervised and enforced by an officially authorized representative of the City of Stockbridge.

**3. Calls for Service:**

Service under this contract is to be rendered only upon request of the City of Stockbridge. Service is to be rendered immediately upon request. Service under this contract is only to be rendered from locations within the *incorporated areas of City of Stockbridge*. Services rendered in response to requests from others or under others or under other conditions shall not be applicable under this contract. Contractor shall not respond to the scene of an accident unless called to the scene by Henry County Police, City of Stockbridge or the President of a Homeowners Association.

**4. Answering Calls:**

The contractor for a designated area will be called by the City of Stockbridge Code Enforcement for needed wrecker service in that area; however, if in the judgment of the Henry County Police Department additional towing service is needed then the contractor will be required to call in an additional wrecker/towing truck to provide service.

Contractor shall conform to all federal, state and local and/or rules and regulations now in effect or as any new ones become applicable. It shall be the duty of the contractor to adhere to all applicable laws and changes.

## 5. Contract Requirements

- a. The Contractor must maintain a twenty-four (24) hour wrecker and tow truck service capable of responding to all calls for service made by the City of Stockbridge within twenty (20) minutes on at least ninety percent (90%) of the calls for service made by the City.
- b. The City of Stockbridge contract wrecker tow is a wrecker service call generally initiated by the City of Stockbridge. The basic fee will be charged based on the vehicle class, for the impound to the contractor's impound lot. Contractor(s) will not be entitled to any payment of fees for cancellation of a response to a scene. "Relay Fees" or the transferring of vehicles from the impound lot, shall correspond to the same charges for the basic service. This includes furnishing of wrecker and car- carrier (skid truck), and all work necessary to properly hook up a vehicle and tow it to the Contractor's storage, or to any designated area.
- c. The City of Stockbridge (impound hold) wrecker call generally in conjunction with an arrest, a criminal investigation, and/or abandoned vehicles will require release from the City of Stockbridge City Manager or his authorized designee. prior to Contractor releasing the vehicle to the victim/owner. No charges shall accrue during the time the vehicle is on "impound hold" by the City of Stockbridge. If a request is made to tow the vehicle to another location, a per mile fee can be assessed after fifteen (15) miles.
- d. The Contractor (s) agrees to either share revenue or provide the City with administration fees collected from all person or entities receiving service under this contract, or per tow, which would then be remitted to City of Stockbridge. The City of Stockbridge reserves the right to increase the negotiated revenue or administration fees, whichever is negotiated, annually, upon renewal, dependent upon the cost to the City for monitoring and administrating this contract and providing services related to the impound and disposal of vehicles. The revenue shares/fees collected shall be remitted to the City on a quarterly basis made payable to the City of Stockbridge on the fifteenth (15th) day of the calendar month following the end of each fiscal quarter (March, June, September, December). The check should be mailed or delivered to:

City of Stockbridge  
Attn: Accounts Payable  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

- c. When a wrecked, disabled or abandoned vehicle is removed from public right-of-way or public property without the request, direction, or participation of the City of Stockbridge,
- d. the Contractor shall, within twenty-four (24) hours of such removal, furnish the City of Stockbridge City Manager or his authorized designee, on a form supplied by the City of Stockbridge, the following information with respect to such vehicle, tag number and vehicle description (including year, model, make, color, identification number and location towed from and location towed from.

- e. Nothing in this article shall relieve contractor of any requirements imposed by the laws of the State of Georgia or any regulatory agency thereof, or by virtue of any other law with respect to the duties, among others, to make diligent inquires as to the ownership of vehicles and notification of owners.
- f. Contractor shall assist the City of Stockbridge and the City of Stockbridge City Manager or his authorized designee in the following inventory procedure: Whenever any vehicle is removed by the contractor at the direction of a police officer, the City of Stockbridge City Manager or his authorized designee, after making a thorough inventory of all equipment, accessories, personal articles and other items attached to or located within the vehicle, shall complete the inventory on a form supplied by the City of Stockbridge City Manager or his authorized designee and signed by the officer in charge of the removal. Upon acceptance of the vehicle and prior to its removal, the agent or employee of the contractor performing the removal shall verify said inventory and shall sign the inventory form.
- g. Contractor shall exercise due care in removal operations and shall follow the direction of the traffic officer directing the removal so as to not impede traffic or endanger the general public and property.
- h. Contractor shall have the capability of moving all types of motor vehicles including, mini-bikes, motorcycles, automobiles, trucks, equipment, loaded and unloaded tractor trailers and buses, by such method and manner as approved by the City. A descriptive listing of current equipment shall be provided to the City prior to the initiation of this agreement, and any subsequent change of such equipment capability shall be reported immediately to the City of Stockbridge City Manager or his authorized designee.
- i. Contractor shall provide for the cleanup of debris from the accident site, as required by State law. This shall include the pickup and removal of any broken glass, bent material and other road hazards. This will only be required when vehicle is actually towed.
- j. Contractor shall hold vehicles when specifically directed to do so by the City of Stockbridge City Manager or his authorized designee for evidence, confiscation or any other purposes permitted by law. Upon the written and signed authorization of the City of Stockbridge City Manager or his authorized designee or a court, the Contractor shall release any vehicle held as so, directed.
- k. Contractor must maintain a separate fenced off, paved impound area within fifteen (15) miles of the City limits of Stockbridge and for vehicles towed at the request of the City Manager or his authorized designee.
- l. This impoundment area shall be maintained in the following manner:
  - An attendant will be on duty twenty-four (24) hours a day, seven (7) days a week;
  - The impoundment area shall be enclosed by a fence not less than six (6) feet high with a gate which can be securely fastened and locked, said fence shall be subject to the approval of the City of Stockbridge City Manager or his authorized designee. Such impound lot must be lighted, paved, and capable of storing 125 vehicles;

- The gate to the impound area 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 area shall be lighted during the hours of darkness in such a manner as to prevent, discourage, and detect attempts at theft or vandalism. Such lighting shall be in accordance with rules and regulations to be prescribed by the City of Stockbridge;
  - The impound area shall be paved entirely with asphalt, cement, gravel, or an equivalent surface;
- m. The Contractor shall submit an inventory every two (2) weeks of all vehicles remaining in its possession and unclaimed by the owner to the City of Stockbridge. The inventory shall be completed on a form supplied by the City of Stockbridge City Manager or his authorized designee, and emailed to the City Manager;
- n. The Contractor (s) shall maintain a business/dispatch office at the impound area inside the City limits where all associates with the contract will take place. Any business associated with the contract shall be conducted at this location to include dispatch, releasing vehicles, billing, records maintenance, etc.; and
- o. Nothing contained in this agreement shall be construed to prohibit the City of Stockbridge City Manager or his authorized designee from providing for its own impoundment area for the purpose of storing or holding vehicles for evidence, confiscation or any other purpose permitted by law.
- p. Contractor hereby agrees that all work will be done with Contractor's equipment (or equipment may be leased) and Contractor's employees. Contractor further agrees that no work on behalf of the City of Stockbridge will be done by any other company or non-employees of the Contractor, that is, Contractor will not contract out any work received from the City of Stockbridge. Exceptions: When special equipment is required for the towing of Heavy-Duty Trucks or other vehicles requiring special handling equipment, the contractor may utilize a subcontractor to satisfy the conditions.
- q. The Contractor shall maintain a list of all employees, their current address, date of birth and social security number and keep on file with the City of Stockbridge City Manager or his authorized designee. All employed drivers and operators of wreckers shall have a valid State of Georgia driver's license of the class required for the size truck operating and have in his possession all medical and exam cards required by the State of Georgia.
- r. The Contractor must maintain a valid occupational license issued by an entity from within the State of Georgia
- s. The Contractor must maintain registration with the Georgia Public Service Commission and all State required permits.

- t. The Contractor must provide monthly usage reports for the following information:
  - a. Date of Dispatch
  - b. City of Stockbridge Department that dispatched
  - c. Time of Dispatch
  - d. Arrival time
  - e. Total response time
  - f. Number of Vehicles impounded.
  - g. Stockbridge Police Case Number

**6. Charges for Services**

The Contractor shall be authorized to charge the general public certain fees at rates not greater than those provided for in the Schedule of Fees for all services rendered pursuant to the provisions of this Contract. The term "services" shall include all notices to the vehicle owners, other paperwork, procedures, tools, equipment, and manpower necessary or incidental to the removal of a vehicle, equipment, cargo, or debris to the Contractor's storage facility, Police Department impound lot, City Impound Lot, or other location designated by the City.

**7. Responsibility for Charges for Service:**

The City shall not be responsible to the contractor for any sum whatsoever, but that all monies paid the contractor, pursuant to the terms of this agreement, shall be paid by the owner of vehicles/dead animals removed and stored or by sums derived from a legal sale of such vehicles to cover costs.

**8. Release of Vehicles:**

Vehicles/equipment removed, towed and/or stored as a result of police directed action, shall not be released to the owner except upon written authorization of the City of Stockbridge; or upon authority of court action.

**9. Inventory at scene and contractor's responsibility for personal property:**

- a. The contractor shall be responsible and liable for all vehicles and property hauled, towed or stored under this contract, including all equipment and contents thereof and indemnifies and hold harmless the City against all claims for damages to any vehicle and/or property hauled, towed or stored under this contract.
- b. Inventory to be made on site by contractor and copy mailed to owner of vehicle within three (3) days.
- c. Investigating officer to check inventory at site and approve it, by signature.

**10. Hours of Service:**

The contractor shall maintain an open facility with equipment and sufficient labor force, adequate to supply demand, on a full twenty-four (24) hour per day basis every day of the year. Stand-by crews and equipment are to be arranged so as to meet emergency situations under abnormal conditions.

**11. Communication Facilities:**

Contractor shall lease, at no cost to the City, a direct telephone line (ring down line) to the City's code enforcement office. Two-way radio communications are required between wrecker equipment and the contractor's main office (s). Such radio communications must be licensed to the contractor under certificate of the federal communications commission. The contractor will not be allowed to receive calls on the radio communications system.

**12. Office and Storage Facilities:**

Office and storage facilities shall be located within City of Stockbridge, either in the incorporated area of the City or in any municipality.

- a. The contractor will be required to maintain a suitable headquarters facility to transact business and to accommodate the public. It shall be staffed on a twenty-four (24) hour basis every day of the year. Such facility must be maintained properly, clean and presentable at all times and shall be subject to inspection by the City of Stockbridge Code Enforcement. Failure to properly maintain facilities shall be cause for termination of the contract at the option of the City.

b. Inside Storage:

1. Paved floor, i.e. concrete or asphalt, free of dirt, standing water and vegetation.
2. Working area of 9' x 20' per vehicle with at least an 8' ceiling.
3. Electrical lighting source sufficient to permit processing of vehicle.
4. One (1) outside window or ventilation system.
5. Hydraulic lift to permit inspection of underside of vehicle.
6. May not be located on the physical plant (grounds) of another business, i.e., inside storage must be located inside the physical plant of the Contractor's business.
7. Contains a minimum of ten (10) inside storage spaces.
8. Minimum of one outside window or ventilation system.

c. Outside Storage:

1. To be kept and maintained to include: the removal of junk tires and auto parts, the trimming of all shrubbery, trees and lawns (fence line and grounds), adequate drainage to prevent standing water after rainstorm.
2. Must contain a minimum space and housed so that a person may reasonably walk around each vehicle or trailer in an unobstructed manner.
3. Must be protected with an alarm system, guard dog, or approved equal and enclosed with a solid wall or a substantial wire fence no less than six (6) feet in height.
4. The fence shall screen the enclosed area from public view, storage shall be fully illuminated, and barriers shall be affixed to the top of the fence or wall to discourage access over the top. The fence or wall shall be kept in good repair throughout the contract term. Damage to the fence or wall shall be repaired within twenty-four (24) hours.
5. Contractor must provide outside storage, at outside storage rates, unless he/she receives written instruction from the city or vehicle
6. Owner to provide inside storage for that vehicle. Owner is to be notified what the rates are for inside and outside storage.

Vendor: provide address of office facility in the space provided

\_\_\_\_\_

- a. The contractor shall have an area for storage of towed vehicles or equipment within the area of service contracted for or other approved location. Such storage area must be secured against free entry and in such a way as to give security to the property entrusted to his/her care. If the storage site is an open area, it must be enclosed with chain-link fencing of sufficient height with barbed wire topping to discourage theft, damage or malicious mischief and shall be adequately lighted. The determination of proper lighting will be by the City of Stockbridge Code Enforcement, whose decision shall be binding. Such storage area must have security with reasonable human attendance. Such open area must be paved or have sufficient packed gravel surface to prevent problems in entry or exit during inclement weather.

Vendor: provide address of storage facility in the space provided

\_\_\_\_\_

**13. Wrecker and Towing equipment:**

These are the minimum requirement for one area:

A. Each area contractor shall have, in operating condition at all times, a minimum of:

- Two (2) light wreckers (8,500 lb. minimum G.V.W. with a 5,000 lb. power winch, may be crane & boom or flatbed style)

**Comply: yes**\_\_\_\_\_ **no**\_\_\_\_\_

- One (1) heavy wrecker (10,000 lbs. minimum G.V.W. with 10,000 power winches, crane & boom)

**Comply: yes**\_\_\_\_\_ **no**\_\_\_\_\_

- One (1) extra heavy wrecker (30,000 lb. minimum G.V.W. with 30,000 lb. power winch, crane and boom) and shall have a portable crane in his/her wrecker fleet.

**Comply: yes**\_\_\_\_\_ **no**\_\_\_\_\_

Vendor will provide the: Year, Make, Model and Vehicle Identification Number (VIN) of wreckers in the space provided:

**Light Wrecker #1**

Year: \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
VIN: \_\_\_\_\_

**Light Wrecker #2**

Year: \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
VIN: \_\_\_\_\_

**Heavy Wrecker**

Year: \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
VIN: \_\_\_\_\_

**Extra Heavy Wrecker**

Year: \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
VIN: \_\_\_\_\_

- B. Each wrecker will be required to carry a full complement of service items such as: fire Extinguishers, DOT approved, chains, ropes, blocks, skid chain, dollies, stop lights, flares, trash container, flashers, flood, FCC approved two-way radio cable for communicating with wrecker services, Emergency amber beacons with proper permits, white working lights adjusted to the rear of the wrecker lights, canned water for flushing gas off street, hand tools, lock-out tools, shovels, axes, wrecking bars, brooms, major first aid kit, snatched block per cable rated for winch and truck, other tools needed for lifting and extricating, relighting of wrecked vehicle/equipment and removal from thoroughfare by towing or carting.

**Comply: yes\_\_\_\_\_ no\_\_\_\_\_**

- C. Removal of debris (as required by Georgia law): [O.C.G.A. 40-6-276](#).

D. The contractor shall submit to the Code Enforcement Officer the following information:

Name:

Address:

Date of Birth:

Driver's License Number of all persons employed in the towing or storage operation.

Notice in writing to the police chief must be made of any material change in the above information.

**Comply: yes** \_\_\_\_\_ **no** \_\_\_\_\_

E. Records:

Contractor shall use pre-printed and pre-numbered tickets for the service under this contract.

In addition to any other information required by law, the following shall be indicated on ticket:

- (a) Time call came from police department.
- (b) Arrival time of wrecker at place of accident (or where directed).
- (c) Departure time from scene in (B).
- (d) Arrival time at storage place.
- (e) Mileage from point of pickup to storage point or destination.

**Examination of Records:** The contractor agrees that the City of Stockbridge Code Enforcement, or his duly authorized representative, shall have access to and the right to examine any books, documents, papers, and records of the contractor involving transactions related to this contract. Such records will be maintained for one year after the end of this contract.

**Comply: yes** \_\_\_\_\_ **no** \_\_\_\_\_

14. In addition to any other terms, conditions, etc., spelled out in this invitation, the contractor will comply with any federal, state or local laws or ordinances applicable to this operation. [Attention is specifically directed to O.C.G.A. title 40, chapters 3, 4 and 11.](#) The contractor shall obtain and pay for all permits, licenses, certificates, inspection, and other legal fees required, both permanent and temporary.

Comply: yes \_\_\_\_\_ no \_\_\_\_\_

In addition to the requirement of law, the wrecker company will provide the Code Enforcement Officer, in writing, at least one week before each sale, a list of all vehicles to be sold to include the following:

- Make:
- Year:
- Model of Vehicle:
- Tag Number:
- Vehicle Identification Number:

Comply: yes \_\_\_\_\_ no \_\_\_\_\_

**15. Electronic Repository**

- A. The system should be designed with the internet as the primary means of electronic communications between responsible entities across the full towing lifecycle. Internet browser must be the only software needed for any end user to access the system via the internet or intranet. This is a web-based solution and should be hosted by the selected vendor.

Comply: yes \_\_\_\_\_ no \_\_\_\_\_

- B. The service must be available 24/7, with the exception of scheduled downtime for backup or similar database maintenance. Vendor will be responsible for data retention and backup.

**Comply: yes \_\_\_\_\_ no \_\_\_\_\_**

- C. Internet access to the database must be available to City of Stockbridge Code Enforcement personnel, vehicle storage lot operators, and citizens based on user assigned security rights and operational needs that will be determined by Code Enforcement. The system should detect common errors (e.g. VIN validation) in data submission, allow for change tracking of corrected towing information and facilitate releases to the vehicle owner by storage lot personnel.

**Comply: yes \_\_\_\_\_ no \_\_\_\_\_**

- D. The system must provide real-time electronic notification to Code Enforcement of a towed vehicle's entry and release by a storage lot operator. The tow records shall contain all of the information required by CODE ENFORCEMENT to provide oversight across the entire towing and recovery process. The system should allow CODE ENFORCEMENT to <set/release> vehicle holds and <restrict/enable> vehicle releases accordingly.

**Comply: yes \_\_\_\_\_ no \_\_\_\_\_**

- E. The service must enable a citizen to inquire on the location of a vehicle by VIN (vehicle identification number) or license plate number, at a minimum on a public website. The service must provide data-sharing with other Atlanta, Georgia and national towing repository to facilitate vehicle recovery.

**Comply: yes \_\_\_\_\_ no \_\_\_\_\_**

## 16. Wrecker Service Contract Rates

The rates contained herein apply to the towing and storage of vehicles improperly parked or trespassing on private property and removed at the request of the property owner or authorized agent, without the prior consent of the vehicle's owner or operator.

Towing rates set forth in this RFP/Agreement shall be posted in easily legible form at the point of payment for the customer. The applicable rates shall depend upon the requirement of the towed vehicle, including the actual tow class utilized. Rates covering services not indicated are prohibited without advance written approval of the City, in accordance to County Ordinance.

### A. TOWING RATES AND CHARGES

- |  |                        |
|--|------------------------|
| 1. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less                       | Not to exceed \$175.00 |
| 2. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds to 20,000                     | Not to exceed \$300.00 |
| 3. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – per unit charge  | Not to exceed \$450.00 |
| 4. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – combination unit | Not to exceed \$850.00 |

### B. STORAGE RATES AND CHARGES

- |  |                       |
|--|-----------------------|
| 1. Storage for the first 24 hours, beginning at the time the vehicle is removed from the property                          | No charge             |
| 2. Storage for any day or days the impoundment facility is closed and the vehicle's owner is unable to claim the vehicle   | No charge             |
| 3. Daily storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less                       | Not to exceed \$25.00 |
| 4. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds to 20,000 pounds              | Not to exceed \$30.00 |
| 5. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – per unit charge  | Not to exceed \$40.00 |
| 6. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – combination unit | Not to exceed \$75.00 |

## C. OTHER RATES AND CHARGES

### Operator Fee

1. If vehicle has been hooked with hoisting apparatus or loaded by the wrecker service and the vehicle has not left the premises and the owner or operator produces ignition key and removes vehicle immediately.

- |   |                         |
|---|-------------------------|
| (a) Operator Fee for vehicles with a GVWR of 19,999 or less | Not to exceed \$ 100.00 |
| (b) Operator Fee for vehicles with a GVWR of 20,000 or more | Not to exceed \$150.00  |

### Notification Fee

2. Notification fee may be charged within the first 24 hours where local law enforcement is notified in writing, by facsimile or other electronic means, in a manner acceptable to local law enforcement Not to exceed \$ 20.00
3. Notification fee may be charged after the first 72 hours Not to exceed \$ 50.00
4. The Notification Fees provided for herein SHALL NOT EXCEED a maximum total Notification Fee of \$70.00, cumulatively
5. After 30 days, the process outlined in Chapter 11 of Title 40 of the Official Code of Georgia, related to abandoned motor vehicles, applies.

### After Hours Fee

6. After hours fee may be charged if the vehicle's owner wishes to claim an impounded vehicle after the carrier's posted business hours Not to exceed \$ 50.00
17. Contractor Performance Reviews and Ratings  
The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:
    - Excellent Far exceeds requirements.
    - Good Exceeds requirements Fair Just meets requirements.
    - Poor Does not meet all requirements and contractor is subject to penalty provisions under the contract.
    - Non-compliance Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to

the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**18. Reporting**

Contractor shall submit to Accounts Payable, with a copy to the Procurement Division of Finance Department at Lmiller@CityofStockbridge-ga.gov., by the 15th of each month for the previous month the following reports. The Contractor shall furnish to the City a monthly report containing information regarding vehicles that were subject to a City Tow and stored during the previous month that have not been claimed at the end of that month. The Contractor shall transmit the monthly reports to the City on the first business day of each month. Reports should be electronic in nature. A Microsoft Excel spreadsheet that can be sent via e-mail is preferred. Forms may be determined by the Contractor but are subject to the approval of the City. A Towing Activity Report, to include for each tow:

1. Date of tow.
2. Service call number assigned by Henry County Police.
3. Type of tow such as accident, parking, abandoned City vehicle, etc.
4. Total cost / generated income of tow.
5. License plate number

B. Vehicle Release Report, to include:

1. All information contained in the Towing Activity Report.
2. Date vehicle released or disposed of.
3. Method of disposition such as: release to owner, release to City, auction.
4. A complete breakdown of all towing charges with a total including sales taxes.

**19. Hours of Operation**

The hours of operations shall be twenty-four (24) hours per day, seven (7) days a week. During these hours of operations, the Successful Proposer shall have a telephone system operated by a person not machines, and necessary employees to perform Cashier, retrieval, and release services.

**20. City Events**

Prior to City events held, the Successful Proposer shall coordinate with the City Contract Administrator and provide towing services of the residential areas surrounding the event.

**21. Inspection of Facilities and/or equipment**

Inspection of facilities and/or equipment may be made by members of the City of Stockbridge.

**22. Complaints and Disputes**

At all times, Proposer shall conduct its business in an orderly, ethical and business-like manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner.

All complaints concerning misconduct on the part of the Proposer or disputes between City staff and the Proposer will be referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Proposer and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the Proposer to follow any such determination could be considered a material breach and subject the proposer to termination for cause.

**23. Payment**

Contractor will accept the following methods of payment, subject to proper identification and verification of available credit funds through appropriate agencies:

1. U.S. Currency
2. Visa or Master Card credit or debit cards

24. Wrecker service must be insured and bonded for all vehicles impounded by City of Stockbridge Department.
25. Wrecker service should have a designated area for vehicles seized by the City of Stockbridge.

CITY OF STOCKBRIDGE ORDINANCE  
CHAPTER 10.12 - PARKING REGULATIONS

10.12.125 - Removal of illegally parked vehicles.

- A. General Prohibition—Removal Required. It is unlawful to park a vehicle on any right-of-way in the city for more than twelve (12) hours. It is further unlawful to park any vehicle in violation of the provisions of this chapter. Any vehicle found so parked may be impounded or otherwise removed and all expenses incurred, including but not limited to towing fees, storage and/or impoundment fees, legal fees, and any other additional expenses incurred, shall be paid by the owner thereof or any other party claiming the same.
- B. Removal of Vehicles.
  - 1. When any vehicle is parked or stopped in violation of this chapter or of any ordinance of the city, code enforcement shall have such vehicle towed to such place as may be designated by the city council.
  - 2. When any vehicle remains parked or stopped on the right-of-way of any streets or highways within the city for a period of twelve (12) hours and after notice has been posted on the Vehicle by the police or code enforcement, it shall be deemed abandoned and the police or code enforcement may have such vehicle towed to such place as the city council may designate.
  - 3. When any vehicle is parked or stopped on any right-of-way in the city or in violation of this chapter or of any ordinance of the city so that it constitutes a safety hazard, code enforcement or the police may have such vehicle towed immediately to such place as the city council may designate.
- C. Presumption of Ownership. It shall be presumed that the owner is the registered owner of the Vehicle according to state records, but any person causing or allowing any such vehicle to be left on the public streets shall likewise be guilty and subject to punishment for the violation of this section.
- D. Absence of Current Motor Vehicle Safety Sticker. Absence of a motor vehicle safety sticker shall be prima facie evidence of an automobile being inoperative under the provisions of this section.
- E. Agreement for Wrecker Service. The city council is authorized to enter into an agreement with any person or legal entity for the services of a wrecker to be used for the purposes of this section. Such agreement shall provide a fixed charge to be paid for each vehicle towed under the provisions of this section. The person with whom the agreement is made shall be adequately insured.
- F. Storage Charge. All cars, trucks or vehicles impounded by code enforcement for any reason shall be assessed with a daily storage fee, in addition to towing fee. The car, truck or vehicle shall stand as security to satisfy the storage fee upon failure of the owner to pay same.
- G. List to be Kept. The code enforcement department and the police of the city shall at all times keep a list of the vehicles towed under this section accessible to public inspection and inquiry. Such list shall contain a statement of the number of vehicles towed and the name of the person performing the service.

H. Redemption of Vehicle. When vehicles are towed under this section, the vehicles shall not be released until the person calling for the vehicle has afforded satisfactory evidence of ownership and paid all costs incidental thereto, including any expenses incurred by the city.

(Ord. 07-170 § 1, 2007)

## **INSURANCE AND RISK MANAGEMENT PROVISIONS**

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

**Accordingly, the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer’s Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer’s Liability Insurance	By Disease	Each Employee	\$1,000,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000

Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000

\*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations\*\*

**BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Combined Single Limits**                      Each Occurrence                      \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

**3. UMBRELLA LIABILITY**

(In excess of the above noted coverages)      Each Occurrence                      \$1,000,000

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers’ Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government  
Purchasing Division  
4640 N. Henry Boulevard, Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

### **USE OF PREMISES**

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

### **PROTECTION OF PROPERTY**

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT II**  
**REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2019-0004  
SOLICITATION TITLE: Wrecker and Towing Services  
PROPOSING FIRM (List name exactly as provided in proposal):

\_\_\_\_\_  
Date of Verification:

\_\_\_\_\_  
Reference Organization:

\_\_\_\_\_  
Project Verified (Include the Project Name / Title and a brief description of the Project):

\_\_\_\_\_  
Person Contacted:

\_\_\_\_\_  
Title of Contact:

\_\_\_\_\_  
Telephone Number including extension:

\_\_\_\_\_  
Email Address:

**Questions Yes No**

- 1. Were you satisfied with the Company/Organization's overall performance?
- 2. Did the firm adhere to the response time requirement?
- 3. Were payments by this company submitted to you on time?
- 4. Would you engage this firm again?

Additional comments provided by Proposer's contact:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**EXHIBIT III**  
**REQUIRED CERTIFICATIONS/ATTACHMENTS**  
**REQUEST FOR PROPOSAL NO. 2019-0004**

Wrecker Services  
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked ‘Original’, and five (5) copies on CD/Thumb Drive	<input type="checkbox"/>
2. Technical Proposal	<input type="checkbox"/>
3. Acknowledgement of each Addendum	<input type="checkbox"/>
4. Financial and Litigation Requirements	<input type="checkbox"/>
5. Reference Verification Form	<input type="checkbox"/>
<b>6. Required Certifications and Attachments</b> <input type="checkbox"/> Form 1: Non-Collusion Bidding Certificate <input type="checkbox"/> Form 2: Non-Collusion Affidavit of Sub-Contractor; <input type="checkbox"/> Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions; <input type="checkbox"/> Form 4: Ineligibility Certificate; <input type="checkbox"/> Form 5: Certification of a Drug-Free Workplace; <input type="checkbox"/> Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification; <input type="checkbox"/> Form 7: Affidavit Verifying Status for City Public Benefit Application <input type="checkbox"/> Form 8: Certification Regarding Lobbying; <input type="checkbox"/> Form 9: Bid Submittal Letter; <input type="checkbox"/> Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement; <input type="checkbox"/> Form 11: Georgia Security and Immigration Sub-Contractor Affidavit; <input type="checkbox"/> Form 12: Certificate of Acceptance of a Solicitation Requirements	<input type="checkbox"/>

**FORM 1**

**NON-COLLUSION BIDDING CERTIFICATE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 2**

**NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR**

State of \_\_\_\_\_ City of \_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_ (owner, partner officer, representative, or agent) of \_\_\_\_\_, the sub-contractor that has submitted the attached solicitation;

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation;

(3) Such solicitation is genuine and is not a collusive or sham solicitation;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham solicitation in connection with the Contract for which the attached solicitation has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

**FORM 3**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, \_\_\_\_\_, certifies to the best of its knowledge and that it and its principals: \_\_\_\_\_ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**FORM 4**

**INELIGIBILITY CERTIFICATE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

\_\_\_\_\_, and it is also whose address is

\_\_\_\_\_, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 5**

**CERTIFICATION OF DRUG-FREE WORKPLACE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and it is also whose address is \_\_\_\_\_, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied in full; and
2. A drug-free workplace will be provided for the consultant’s employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor’s employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: “As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3”; and
4. It is certified that the undersigned 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.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 6**

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and, it is also, whose address is \_\_\_\_\_, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 7**

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

\_\_\_\_\_  
Name of Applicant

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. \*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*Alien Registration number for non-citizens:  
\_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the \_\_\_\_ Day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

**FORM 8  
CERTIFICATION REGARDING LOBBYING**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: \_\_\_\_\_

Name and Title of Contractor Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Firm or Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

**FORM 9**

**BID SUBMITTAL LETTER**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, \_\_\_\_\_, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor’s Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Sworn to and subscribed before me the \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
Notary Public

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Date

**STATE OF GEORGIA**

**CITY OF STOCKBRIDGE**

**FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR 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<sup>1</sup> under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

City: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**STATE OF GEORGIA  
CITY OF STOCKBRIDGE**

**FORM 11**

**GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Sub-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<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program<sup>\*,4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Sub-Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Sub-Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

City: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

4\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**FORM 12**

**CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to # \_\_\_\_\_inclusive, including any addenda # \_\_\_\_\_to # \_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to # \_\_\_\_\_ , attachment(s) #\_\_\_\_\_ to #\_\_\_\_\_ , and/or appendices #\_\_\_\_\_ to #\_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror’s right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City’s contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror’s proposal as non-responsive.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Date: \_\_\_\_\_

**(Affix Corporate Seal)**

**ATTACHMENT 1  
ADDENDUM ACKNOWLEDGMENT FORM**  
**NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE  
AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO  
MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**ADDENDA ACKNOWLEDGMENT:** The undersigned acknowledges the receipt of the following Addenda:

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Respondent (Company):** \_\_\_\_\_

**Signature (in ink):** \_\_\_\_\_

**Name (Typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATTACHMENT 3**  
**RFP 2019-0004 TOWING AND WRECKER SERVICES**  
**GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_ Sub-Contractor \_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**SEALED RFP LABEL  
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE**

**SEALED RFP ENCLOSED**

DELIVER TO:

City of Stockbridge Purchasing Division  
Attn: Purchasing Manager  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

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**RFP # 2019-0004**  
**DATE: July 9, 2019**

**RFP MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION:**

**TOWING and WRECKER SERVICES**