REQUEST FOR PROPOSAL

Sealed Envelope shall be marked with the following information:
RFP # 17-20
Wrecker Services
Opening: 3:00 PM, November 10, 2016

SCHEDULE OF EVENTS FOR
RFP # 17-20

Mandatory Pre-Proposal Conference has been scheduled at 11:00 AM on October 20, 2016 in Conference Room B at 140 Henry Parkway, McDonough, GA.
Deadline for requests for clarifications and questions. These requests will be answered in an addendum and must be emailed to:
henrycountyrfp@co.henry.ga.us
*Deadline for first addendum, if required, posted on the Henry County website:
www.co.henry.ga.us/Purchasing/Bids.shtml
Sealed proposals will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Henry County Purchasing Department, 140 Henry Parkway, McDonough, GA 30253.

THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD

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

A. PURPOSE
The Henry County Board of Commissioners is seeking proposals from qualified vendors to determine which Service Provider will best meet the County’s needs for wrecker related services on an “as-needed” basis. The Proposer must be lawfully engaged in providing towing and wrecking services in the State of Georgia. The County is an indirect beneficiary of this Contract to the extent that, under such Contract, the County 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 County.

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Proposals Submission
   a. These instructions will bind proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
   b. The Submittal Checklist (page 2) must be reviewed and the Proposer is to comply with the order of the submittal of documents. This document along with the cover page (page 1) is to be included with the proposal.
   c. One (1) unbound clearly marked “Original,” six (6) bound complete copies (not to exceed a 1/2” capacity ring binder), and one (1) electronic copy in CD or DVD format (as Adobe PDF files or as Microsoft Word or Excel formats) of the proposal documents are to be submitted. All proposals must be manually signed and filled out: legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal. The Cost Proposal is to be submitted in a separate sealed envelope and marked “Cost Proposal.” The CD should be labeled with the RFP number and proposer’s name.
   d. The proposal must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:

   Henry County Purchasing Department
   140 Henry Parkway
   McDonough, Georgia 30253
   RFP # 17-20
   Wrecker Services
   Opening: 3:00 PM, November 10, 2016

   This same information is also to be included on the front of the sealed envelope/parcel along with the proposer’s name.

   e. Proposals may be submitted by mail, common carrier or delivered in person. Fax or electronic proposals are not acceptable. It shall be the duty of each proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered. If a late proposal is received via carrier, it will be marked “late proposal” and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.

   f. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of proposers and others present.

   g. If descriptive literature is attached to the proposal, your firm’s name must be on all sheets
submitted.

h. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer from obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.

i. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this proposal documents and provide a completed W9 form to be submitted with the proposal.

j. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Proposal Price Submittal Form is in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.

k. Proposals shall be made on the enclosed form if a form is provided.

l. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Proposals

a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.

b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.

c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.

d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer’s request and expense if items are not destroyed by testing.

e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by Henry County.

3. Clarification and Communication to County Concerning Proposal

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

b. The successful firm’s proposal and all addenda will become a part of the agreement resulting from this document.

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

4. Pre-Proposal Conference

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the “Schedule of Events” of this 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 considered eligible for contract award.

5. Rejection and Withdrawal of Proposals

a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight hour period.

b. The County will make a recommendation of the proposal to the Board of Commissioners within 60 days from date of the opening.

c. The County may reject all or part of the proposal within 60 days of proposal opening.

6. Proposal and Contract Documents

a. A proposal executed by an attorney or agent on behalf of the 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 Time Line Schedules submitted by the successful Consultant.

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

8. **Alterations of Solicitation and Associated Documents**
Alterations of County documents are strictly prohibited and will result in automatic disqualification of the proposer’s solicitation response. If there are “exceptions” or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

9. **Cost Incurred by Vendors**
All expenses involved with the preparation and submission of the RFP to the Henry County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. **Codes, Permits, Fees, Licenses and Law**
   a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

   b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.

   c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the proposal, must be signed by the contractor, and will become part of the contract.

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

12. **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.
13. **Statement of Warranty**  
A Statement of Warranty should include all applicable manufacturers’ warranty and the Contractor’s warranty in regards 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.

14. **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.

15. **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.

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

a. A drug-free workplace will be provided for the Contractor’s employees during performance of the contract; and

b. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with (Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3”.

c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

d. Contractor may be suspended, terminated, or debarred if it is determined that:

   (1) The Contractor has made false certification hereinabove; or

   (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

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

18. **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 (SAVE) 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 has to run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

19. **Delivery and F.O.B. Destination**
   a. All prices shall include shipping and delivery cost to our destination; F.O.B., Henry County, 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 County 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 County 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.

20. **Discounts**
   Cash discounts for early payment (i.e. 2%-10) or Net 30 terms should be shown separately, even if terms are Net.

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

22. **Award of Contract**
   a. Henry County desires to complete the award process in a timely manner. Henry County reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the County with price and other factors considered. Henry County may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), if awarded. The proposal specifications and results will be available on the County’s web site: www.co.henry.ga.us/Purchasing/Bids.shtml.
   b. Henry County reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the County that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next lowest responsive and responsible proposer.

   **Responsibility** - The determination of the proposer’s responsibility will be made by the County based on whether the proposer meets the following minimum standard requirements:
   - Maintains a physical location presence and permanent place of business.
   - Has the appropriate and adequate technical experience required.
   - Has adequate personnel and equipment to perform the work expeditiously
   - Able to comply with the required or proposed delivery and installation schedule.
• Has a satisfactory record of performance.
• The ability of proposer to provide future maintenance and service for the use of the contract under consideration.
• Has adequate financial means to meet obligations incidental to the work.
• Such other factors as appear to be pertinent to either the proposal or the contract.

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

c. Henry County is subject to making records available for disclosure after the Board of Commissioners’ approval of the recommendation. The award shall be made by the Board of Commissioners of Henry County unless the lowest, qualified bid is less than the Board of Commissioners’ approval limit. No claim shall be made by the selected Consultant 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.

23. Local Vendor Privilege

a. There is established in Henry County, a local vendor privilege. Bids or proposals awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or proposals received from local vendors will be given preference if such bid or proposal is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor.

b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
   (1) The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
   (2) The business or supplier must have a current occupational tax certificate; and
   (3) The business or supplier must have paid all real and personal taxes owed the county; and
   (4) The business or supplier must certify its compliance with the Georgia Security and Immigration Act.

c. This policy shall not apply to any bid or proposal for material, equipment or services in excess of one hundred thousand dollars ($100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

24. County 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 Henry County. The Contractor shall provide and make available an appointee to Henry County for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the Henry County 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 County 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 or not 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
te site and properly disposed as each work operation is 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 County will notify the
Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the
correction. Should the Contractor still fails to clean the area, the County reserves the right to
make other arrangements to have the area cleaned and the County shall deduct the cost from
the Contractor’s invoice.
d. No one except authorized employees of the Contractor is allowed on the premises of Henry
County 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 Henry County to the successful Contractor for the purpose of the
work to be done or information that comes to the attention of the successful Contractor during
the course of performing such work is to be kept strictly confidential.

25. Indemnification
a. The vendor that is selected as the contractor shall, at its own expense, protect, defend,
indemnify, save and hold harmless Henry County and its elected and appointed officers,
employees, servants and agents from all claims, damages, lawsuits, costs and expenses
including, but not limited to, all costs from administrative proceedings, court costs and
attorney fees that Henry County and its elected and appointed officers, employees, servants
and agents may incur as a result of the acts, omissions or negligence of the contractor or its
employees, servants, agents or subcontractors that may arise out of the agreement.
b. The contractor’s indemnification responsibility under this section shall include the sum of
damages, costs and expenses which are in excess of the sum of damages, costs and expenses
which are paid out in behalf of or reimbursed to the County, its officers, employees, servants
and agents by the insurance coverage obtained and/or maintained by the contractor.

26. 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 Henry County, Georgia. This Agreement shall be governed by the
applicable laws of the County of Henry 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
County of Henry Judicial Courts.

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

28. 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 Henry County.
29. **Performance of Contract**
   a. Henry County 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 County 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 County to utilize the Contractor’s best skill, efforts and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County.
   d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

30. **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 County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.
    b. **Termination by County**
       The agreement resulting from this proposal shall be subject to termination by the County at any time in the opinion of the County; 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 County’s reasonable satisfaction, the County 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 County, the County 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 County.
       (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 unreasonably 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 County 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 County’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 inability 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.

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

   Henry County Board of Commissioners  
   Finance Department  
   P.O. Box 140 Henry Parkway  
   McDonough, GA 30253

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 of time;
- Henry County’s Purchase Order Number and Proposal Package number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

32. **Payment**
Payment shall be tendered to the successful Proposer upon acceptance and approval by the County 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.
A. SCOPE OF WORK
The Henry County Board of Commissioners is seeking proposals from qualified vendors for wrecker related services on an "as-needed" basis, which will include the following:

1. Contract Obligation
The County shall establish the maximum rates for services rendered and shall safeguard the general public by assuring coverage while the Contractor is in the performance of this Contract. Upon execution of the Contract, the Contractor shall be bound to deliver services on the terms and conditions of this Contract. The "County" shall include any County official, whether public safety or otherwise, authorized to request wrecker services of the Contractor.

2. Contract Period
The initial contract term shall be one (1) year from the date of execution. The contract may be renewed for two (2) additional one (1) year periods. Renewal of the contract, if applicable, into the second or third year will be made sixty (60) 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 County a continuous supply of the item(s). Should the bidder or the County not desire to renew the contract, new bids will be solicited for the purpose of establishing a new contract.

3. Enforcement; Official Agent
The provisions outlined in this Contract shall be supervised and enforced by an officially authorized representative of the Henry County Board of Commissioners.

4. Requests for Services
   a. The terms of this Contract are binding when requests for services are initiated by the County in the normal course of business by an official of the County's Police Department, Sheriff's Office or other authorized representative of the County. Normal course of business shall include but not be limited to the following circumstances: Effecting an arrest, removing immediate traffic hazards, removing an abandoned vehicle from the public right-of-ways, impounding recovered stolen vehicles, removing illegally parked motor vehicles, any emergency situation requiring a wrecker service vehicle summoned to assist in field operations, transporting vehicles to and from the police impound lot or to the GBI crime lab or the County Impound Lot for evidence collection and processing, removing a vehicle from the scene of an accident, unless otherwise directed by the County, and such other services required by County law enforcement in the interest of public safety.
   b. When the County requests wrecker services for a private vehicle pull not covered in the previous section, the terms of this Contract shall not apply. It shall be the responsibility of the County official requesting the services to communicate to the Contractor of the "Private or Citizen Request". The Contractor shall not be bound to provide the services; however, if such services are not to be provided, the Contractor shall immediately communicate such decision to the County official requesting the services on the scene.

5. Responding to Calls
Unless otherwise provided herein, the Contractor assigned to a designated area shall be called by the County for such wrecker services as set forth herein to be performed within the designated area. The County official requesting such services shall indicate the number of wrecked vehicles at the scene. If additional equipment or services are required, other than what can be provided by the Contractor, or if more than 30 minutes has elapsed, another Contractor may be summoned. If the awarded wrecker service contractor cannot provide the required equipment / vehicles for the called scene, it shall be the
responsibility of the awarded contractor to immediately communicate to the County official that additional wrecker equipment / vehicles will be required at the scene. If the contractor assigned to the district, that has stated an inability to respond to a call in the required time, arrives on the scene subsequent to the above-referenced communication, the awarded contractor will be directed to leave the scene without payment for services, unless the safety of the individuals involved is compromised by doing so as verified by law enforcement.

6. **Response Time**
Timely delivery of services is of the essence. The appropriate Contractor shall respond to a request for services and arrive at the scene within thirty (30) minutes from receipt of the call. If the Contractor is unable to arrive within the allotted time, the Contractor shall immediately notify the E911 department, who may then contact another Contractor to respond. In this event, and upon being advised of the cancellation, the Contractor failing to respond shall notify its wrecker vehicle operator that the call has been canceled and such operator shall not proceed to the scene.

7. **Types of Services Rendered**
A general wrecker Contractor shall be capable of rendering services, which shall include but not be limited to the following for vehicles weighing less than 14,000 pounds:
   a. Extricate and remove wrecked or disabled vehicles or equipment from the highways, roads, streets or other public thoroughfares and from such property in close proximity thereto;
   b. Tow or otherwise transport wrecked or disabled vehicles or equipment to such places as may be directed by the County;
   c. Remove cargo or other material from the highways, roads, streets or thoroughfares, which is part of a load being transported over such right-of-way;
   d. Remove cargo or other material from the highways, roads, streets, or other public thoroughfares to a site or location designated by the County;
   e. Sweep up and remove broken glass or other debris when a vehicle is removed from the highways, roads, streets, or other public thoroughfares; and
   f. Remove large dead animals from the highways, roads, streets, or other public thoroughfares, or from property in close proximity thereto, to such places as may be directed by the County. This strictly references animals that were killed and involved in the accident for which the call was placed.
   g. The use of emergency lights is strictly prohibited for the awarded contractor(s).

8. **Charges for Services**
   a. 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, County Impound Lot, or other location designated by the County.
   b. All applicable rates shall be displayed in the Contractor's business facility using three (3") inch letters and numerals. The rates shall be posted prominently for the convenience of vehicle claimants and the general public. Billings or statements of charges shall be itemized and clearly printed so any charge can be verified with the posted rates.
   c. Under no circumstances shall any Contractor have the authorization to charge any incidental charges that shall exceed the maximum charges as defined by this Contract.
   d. The Contractor shall tow vehicles needed for criminal or traffic accident investigation, with the approval of the lead investigator or a supervisor, to or from the crime or accident scene to the Police impound lot, County Impound Lot, State Crime Lab or any other site designated by the lead investigator without cost to the County; provided:
      (1) Except in the case of a capital crime for which the Contractor cannot charge the victim
or the victim’s family, the Contractor may charge the vehicle owner, provided the owner is someone other than the County, for the cost of towing the vehicle; however, this charge shall not exceed the amount that could have been charged for towing the vehicle directly from the crime or accident scene to the Contractor's lot regardless of how many times the Contractor had to move the vehicle; and

Once the vehicle is parked on the Contractor’s lot, the Contractor may charge storage fees beginning 24 hours after the vehicle has been placed on the contractor’s lot. Following that time period, all charges and vehicle disposition shall be as provided by State law.

9. **Responsibility for Charges; Vehicles Held as Security**

The County shall not be responsible to the Contractor for any amount whatsoever except as specifically provided for herein; otherwise, all monies owed to the Contractor, pursuant to the terms of this Contract, are the obligation of the owner of the vehicle removed and stored. Each vehicle shall stand as security only for the charges against that vehicle, and when vehicles are unclaimed, such vehicle shall be disposed of as provided by Georgia law.

10. **Release of Vehicles Impounded for Criminal / Investigative Purposes**

a. Any owner, or other person authorized to claim an impounded or stored vehicle, shall first secure a release form from the County agency impounding the vehicle. The release shall only be authorized after proper identification and verification of the claimant has been made by an authorized County official. No Contractor shall release any impounded or stored vehicle to any individual unless that individual produces the required release form.

b. No vehicle, which is impounded or stored, shall be released for auction, sale, or other means of disposal, other than to the owner or pursuant to a court order, unless the provisions and requirements of the Georgia Abandoned Vehicle Act have been met. The Contractor shall be furnished with a copy of this law and shall submit a notarized form affirming that the Contractor fully understands the requirements of the law. This affirmation shall be submitted to the authorized representative of the County.

c. If the owner of an impounded vehicle requests to retrieve personal belongings from the vehicle, he/she must receive authorization of the respective Chief, the Sheriff or their authorized designee. The Contractor shall release those items so authorized. Provided, however, no authorization shall be given for the removal of items such as tires, radio, battery, wheels or wheel covers.

d. Upon written notice from the authorized representative of the County, the Contractor shall release vehicles at no cost to the vehicle owner when a vehicle is wrongfully impounded by the County. Whenever a dispute arises or a fee refund is requested, the County shall make the final determination of settlement. The contractor shall immediately provide the County with any and all documents pertaining to any such dispute. If a refund is deemed appropriate by the County, the Contractor shall be responsible for refund of payment or withdrawal of charges to the party within three (3) business days of notification from the County.

11. **Duty to Report Vehicle Information Prior to Sale**

Prior to the sale of any vehicle under the provisions of the Official Code of Georgia, Title 40, Chapter 11, “Abandoned Motor Vehicles”, the Contractor shall notify the commanding officer of the Henry County Police Records Section of the make, model, tag number, vehicle identification number and case number where applicable, no less than three (3) business days before the vehicle is sold or otherwise disposed of as provided by law. Compliance with this section of the Official Code of Georgia is the sole responsibility of the selected contractor and total compliance, as should be construed, is mandatory.
12. **Contractor's Responsibility for Vehicle and Personal Property; Inventory at Scene**
   a. The Contractor shall be responsible for all vehicles and property towed, transported or stored under this Contract, including all equipment and contents therein.
   b. The County official responsible for impounding a vehicle shall make an on-sight inspection of the vehicle and itemize in his report and / or Vehicle Impound Sheet any apparent damages or missing items such as auto parts or accessories. The County official shall also make an inventory of all items of value left in the vehicle. The impounding County official shall retain a copy of the inventory form and attach it to his report.
   c. The Contractor's operator shall verify the accuracy of the inventory taken at the scene of transporting and confirm it by signature. The impounding County official shall provide the Contractor's operator with a copy of the impound form.

13. **Hours of Service**
   a. The Contractor shall maintain adequate equipment and a sufficient labor force to meet their demand for services on a full 24-hour per day basis every day of the year. Standby crews and equipment are to be arranged so as to meet emergency situations under abnormal conditions.
   b. The Contractor shall release impounded vehicles between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; and from 8:00 a.m. and 1:00 p.m., Saturday and Sunday; and such other additional times as the Contractor may offer.

14. **Office and Storage Facilities; Signs**
   a. The Contractor shall maintain a suitable headquarters facility in compliance with Henry County zoning standards and applicable wrecker facility regulations (either State or County) to transact business and to accommodate the general public. The office shall be staffed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; 8:00 a.m. and 1:00 p.m., Saturdays and Sundays; and such other additional times as the Contractor may offer. There shall be an employee who can be reached by phone 24 hours per day, every day of the year. Such facility shall be maintained properly clean and presentable at all times and shall be subject to inspection by the County during normal business hours.
   b. The Contractor shall operate and maintain a storage facility within the assigned district (North or South) in Henry County and in compliance with Henry County zoning standards and applicable wrecker storage regulations (either State or County), of such size to safely accommodate a minimum of 100 passenger automobiles, for storage of towed vehicles or equipment, throughout the entire term of the contract. Such storage area shall be within close proximity to the Contractor's designated area and be secured against free entry and in such a way as to give security to the property entrusted in the Contractor's care. Any storage area that is otherwise open must be enclosed with a fence of at least six (6) feet in height with barbed wire or razor topping to discourage theft, damage or malicious mischief. Lighting shall be provided at a minimum average maintained foot-candle value of two (2) on a horizontal plane at the finish surface of grade level. The determination of proper lighting shall be made by the County, whose decision shall be binding. Such storage areas shall have security with a person in attendance at reasonable times. Such open area shall be paved or have a sufficient packed gravel surface to prevent problems in entry or exit during inclement weather. The County shall be allowed to inspect the Contractor's facilities to insure compliance with these specifications during normal business hours.
   c. The Contractor shall display and maintain a sign at the entrance to their storage facilities, nearest the facilities' office. The sign shall be a minimum of 24" x 24", painted with bold lettering, stating the towing charges, hourly equipment, labor rates, other related service charges, the storage rates per day, and any additional information pertinent to the transporting and storage of the vehicles.
15. **Wrecker Vehicles, Towing and Other Equipment**
   a. There shall be two wrecker service areas geographically corresponding to the two designated geographic zones. *(For detailed map – see PDF File - Henry County Wrecker Service Map.)* At a minimum, each wrecker contractor shall have and maintain in operable condition at all times the following equipment:
      (1) Three (3) roll back wreckers rated for the removal of cars, light duty trucks and vehicles weighing less than 14,000 pounds. The truck bed must be at least 16 feet in length with duel rear wheels.
      (2) Two (2) medium size wreckers rated for the removal of medium duty vehicles up to 14,000 pounds gross vehicle weight. The trucks must also have winching capability of at least ten tons.
      (3) Two (2) large tandem axle wreckers one of which must be rated for at least twenty ton towing capacity and one of which must be rated at least thirty-five ton towing capacity.
      (4) One (1) Landoll or similar flatbed hydraulic trailer capable of carrying up to thirty-five tons, with a deck no less than 40 feet in length.
      (5) Two (2) medium size wreckers rated for the removal of medium duty vehicles up to 18,000 pounds gross vehicle weight. The truck must also have winching capability of at least ten tons.

16. **Company Owners**
   The Contractor affirms that its principal owners are not elected officials or employees of Henry County. The Contractor shall not employ any elected official or any employee of Henry County. The Contractor must also affirm that he/she does not have ownership or stand to gain financially through any contractual or verbal agreement for any business that would receive financial or other compensation from the service provided through this contract. Examples of such businesses would include, but not be limited to other towing companies, auto salvage companies, auto dealers or re-sellers, auto parts, title pawn companies, etc.

17. **Personnel**
   a. The Contractor shall submit to the authorized representative of the County the names, addresses, social security numbers, and date of birth of all persons employed and associates having a financial or ownership interest in the Contractor's wrecker business. Each such person listed by the Contractor shall consent to be photographed by Police Department personnel, sign a GCIC consent form, and be subjected to a complete background investigation. If, in the opinion of the County, any employee's or associate's background contains information that could be construed as presenting the possibility of loss or harm to property or persons in performing job duties under this Contract, notice in writing within thirty (30) days shall be provided from the County to the Contractor. Such notice shall prescribe the findings and measures to be taken with respect to such employee or associate.
   b. The Contractor shall submit to the authorized representative of the County the full names, addresses, social security numbers, and dates of birth of all subsequent additions or deletions of personnel within 24 hours of their employment or departure.
   c. All drivers of the Contractor's wrecker vehicles shall possess the applicable and valid Georgia Driver's License as required by state law.

18. **Records**
   a. The Contractor shall use pre-printed and pre-numbered inventory forms, provided by the successful contractor and approved by the County, for the services rendered under this Contract. In addition to any other information required by law, the following shall be indicated on the form:
      (1) The case number;
      (2) The name of the County official on the scene or requesting the wrecker services;
(3) The name of the wrecker vehicle operator;
(4) A description of the vehicle to be transported, including make, model, color, tag number and vehicle identification number;
(5) The onsite inspection results, identifying any physical damage and/or any missing auto parts or accessories;
(6) The time the wrecker operator arrived at the scene and the time such vehicle was delivered; and
(7) The location of the pickup and final destination.

b. Under the following conditions, an impound form shall be completed at the scene of the impoundment:
   (1) When a stolen vehicle is recovered;
   (2) When vehicles impounded are sent to the state or county crime lab;
   (3) When the driver of a vehicle is arrested, and it is determined that no authorized person can legally take possession of the vehicle;
   (4) When the driver is taken to a medical facility and is not able to provide competent directions for the care and safekeeping of the vehicle;
   (5) When an abandoned vehicle is impounded in accordance with federal, state or local laws; and
   (6) When an unattended vehicle is impounded as a result of a parking violation, road hazard, or other similar circumstances.

c. All other impounds in which the Contractor is summoned to the scene by the County shall be treated as an impound, but it shall not be necessary to complete an impound form at the scene; however, the impound form must be completed by the end of the business day.

d. The Contractor agrees that the authorized County representative shall have access to and the right to inspect, copy and / or examine any books, documents, papers or records of the Contractor relating to the wrecker service business upon request of the County. Such business records of the Contractor shall be maintained for three years after the expiration of this Contract.

e. The Contractor shall immediately summon the County's Police upon determining that a theft or loss of a stored vehicle has occurred.

f. Any switching, removal, or relocation of a stored, impounded vehicle, or equipment from the initial facility to another facility under the Contractor's care shall be reported to the County by telephone or facsimile before the vehicle is moved with a written report to the Chief of Police or his designee within 24 hours.

g. Throughout the term of the contract, the contractor shall be required to provide the authorized representative of the County with copies of all invoices for contracted services provided for calls that were initiated by the County within 10 business days of the end of the applicable month.

19. **Communications and Cancellation**

   a. The Contractor shall have two-way communications between its wrecker vehicles and the Contractor's main office. The Contractor shall not be allowed to transmit or receive calls on any Henry County Communication's Department radio frequency.

   b. In the event the County cancels a request for wrecker services, the cancelled Contractor shall be responsible for communicating with the wrecker vehicle operator of the cancellation and no fee shall be charged.

20. **County Owned Vehicles**

    The Contractor agrees and understands that the Contractor will tow any County owned vehicle that breaks down, is wrecked or is otherwise not drivable within the Contractor's service area to the County vehicle maintenance facility. The County will pay no more for towing county owned vehicles than the fees authorized by the Fee Schedule.
21. **Administrative Enforcement**
   a. The contractor agrees that an Administrative Fine up to $1,000.00 or the total cost of the individual, applicable tow can be imposed by the authorized representative of the County for any violation of the provisions of this agreement. Any single violation can be cause for termination of the contract, if the stated action is deemed appropriate by the County.
   b. The following schedule lists the fines for the described misconduct:
      1. For "jumping a call" by answering a call in another district outside of the Contractor's assigned area without being summoned or needed by E911, a fine of the total cost of that individual tow. Multiple violations of the requirement can result in immediate contract termination.
      2. For failure to meet the response time requirement, a fine of $50.00 for the first incident. The fine schedule for repeated violations of the response time requirement will increase by $50 per incident, not to exceed the total cost of the individual tow, and can result in immediate contract termination if documented improvement does not occur.
      3. For failure to render required services such as sweeping debris from roadway, a fine of the total cost of that individual tow. Violations of the requirement can result in immediate contract termination.
      4. Overcharging for services governed by this contract, a fine up to $1,000.00 or a fine of the total cost of that individual tow, whichever amount is greater. Violations of the requirement can result in immediate contract termination.
      5. Failure to comply with any State or local law, rule or regulation governing the Contractor's wrecker service activities will result in administrative enforcement up to, and including contract termination.
      6. Failure to comply with any condition or requirement provided in this contract will result in administrative enforcement up to, and including contract termination.

22. **Performance and Approval to Subcontract**
   The Contractor shall perform all services contemplated herein as an independent contractor and not as representatives or employees of the County. The Contractor shall secure written permission from the County prior to subcontracting any services required under the Contract.

23. **Responsibility to Obey All Laws; License; Permits**
   The Contractor shall conform to all federal, state and local laws, rules, ordinances and regulations now in effect and as may be hereafter enacted or revised. Specifically, the Contractor shall comply with all provisions and conditions of the Official Code of Georgia Annotated, Chapter 11 of Title 40, entitled "Abandoned Motor Vehicles". The Contractor shall also be responsible for securing and maintaining all federal, state and local licenses and permits.

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

25. **Severability**
   If any term, covenant or condition of this Contract shall to any extent be declared invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term, covenant or condition hereof shall be valid and enforceable.
26. **Entire Agreement and Modification**
This Contract contains the entire agreement between the parties hereto, and no representations, inducements, promises, commitments or agreements between the parties not contained and embodied within the terms of this Contract shall be of any force and effect. Contractor understands that as work progresses, this Contract may require modification. Contractor agrees to negotiate in good faith relative to any such modification.

27. **Wrecker Service Areas**
   a. For the purpose of this Contract the County is divided into two wrecker service areas designated as North and South. The two wrecker service areas shall geographically follow the boundaries of the map included. *(For detailed map – see PDF File - Henry County Wrecker Service Map.)* The contractor must indicate which service area (North or South) they are proposing to service.
   b. At the discretion of the County, the wrecker area lines may be revised to meet the needs of the County.

28. **Reversible Express Lanes Towing**
   a. The Contractor shall be responsible for wrecker services in the Georgia Department of Transportation (GDOT) Reversible Express Lane system located in the median of I-675 and I-75 between S.R. 155 (McDonough Rd.) and S.R. 138 (Stockbridge Hwy.). The Contractor assigned to the designated area shall be contacted by either the County or the GDOT Transportation Management Center (TMC) for services as defined in *Types of Services Rendered*. The Contractor shall not be responsible for any commercial vehicle wrecker services as part of this contract.
   b. Per Georgia Code 40-6-203, vehicles weighing less than 14,000 pounds must be removed from the Express Lane System immediately. Contractor response times are critical. The appropriate Contractor shall *complete* services (response and recovery) within thirty (30) minutes from receipt of calls. 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.

B. **FEE SCHEDULE**
The Contractor shall be authorized to charge the following rates for services rendered to the public pursuant to the provisions of this Contract:

1. **Impound and Towing**
   a. Simple transporting of automobiles, motorcycles, and trucks with load capacities of less than one ton, from any point in Henry County to the Contractor’s storage facility, Police Department impound facility, Sheriff’s impound facility, or other location designated within Henry County, the Contractor may charge an amount not to exceed one hundred twenty-five dollars ($125.00) per vehicle;
   b. For simple transporting of trucks with load capacities of one ton up to and including five tons from any point in Henry County to the Contractor’s storage facility, Police Department impound facility, Sheriff’s impound facility, or other location designated within Henry County, the Contractor may charge an amount not to exceed one hundred and ninety-five dollars ($195.00) per vehicle;
   c. For simple transporting of tractor/trailer trucks and trucks with load capacities exceeding five tons from any point in Henry County to the Contractor’s storage facility, Police Department impound facility, Sheriff’s impound facility, or other location designated within Henry County, the Contractor may charge an amount not to exceed three hundred twenty-five dollars ($325.00) per vehicle (truck and trailer may be charged as separate vehicles);
d. When additional services are required, i.e. temporary repair to the disabled vehicle, or where necessary to remove the vehicle from an inaccessible location and to place it upon the public highway, road, or street, the Contractor shall be entitled to charge an additional amount for such services. For vehicles other than tractor-trailers, the charges shall not exceed forty dollars ($40.00) per hour for a small wrecker, and seventy five dollars ($75.00) per hour for a large wrecker, based upon the actual time expended (exceeding one-half hour) to remove the vehicle from the inaccessible location to the public right-of-way. This charge shall be prorated when more or less than a full hour is expended. **The Proposer must complete the “Price per Pound Sheet” for tractor-trailer fees and “Hazardous Materials Cargo Surcharge Sheet.”**

e. Where dollies are necessary, the Contractor may charge an additional amount not to exceed twelve dollars ($12.00);

f. Where it becomes necessary to drop the drive shaft on a vehicle in order to transport it safely, the Contractor may charge an additional amount not to exceed eighteen dollars ($18.00);

g. When it is necessary to remove a tractor/trailer axle, the Contractor may charge an additional amount not to exceed twenty-five dollars ($25.00);

h. When it is necessary to connect air to a tractor-trailer, the Contractor may charge an additional amount not to exceed twelve dollars ($12.00);

2. **Storage Fees**

The Contractor will not charge a storage fee for the first 24 hours the vehicle is on the Contractor’s lot. After the first 24 hours the vehicle is on the Contractor’s lot or 24 hours after the owner of a stolen vehicle has been notified, the Contractor is authorized to charge up to the following amount per day or portion of a day:

a. Storage of vehicles with four wheels or less – fifteen dollars ($15.00) per day after the first 24 hours;

b. Storage of vehicles with six wheels or more – twenty-five dollars ($25.00) per day after the first 24 hours (the trailer of a tractor-trailer rig shall be counted as a separate vehicle for calculating storage fees). Provided however, the contractor shall not charge storage for a stolen vehicle that has been recovered until 24 hours after the vehicle owner has been notified of the recovery by the Law Enforcement agency.

3. **Additional Fees**

For the purpose of seeking identification of the vehicle owner, security holders, or other interested parties; sending the required notification to the vehicle owner, security holders, Department of Revenue, or other interested parties; and performing any and all other duties prescribed under the Official Code of Georgia, Title 40, Chapter 11, “Abandoned Motor Vehicles” the Contractor may charge an amount not to exceed twenty-five dollars ($25.00) per vehicle for the first notice required under O.C.G.A. § 40-11-2(d); the Contractor may charge an amount not to exceed ten dollars ($10.00) per vehicle for the second notice required under O.C.G.A. § 40-11-2(e); and the Contractor may charge an amount not exceed twenty dollars ($20.00) for the third notice required under O.C.G.A. § 40-11-2(f).

4. **Fees for Towing County Owned Vehicles**

The Contractor agrees and understands that the Contractor will tow any County owned vehicle that breaks down, is wrecked or is otherwise not drivable within the Contractor's service area to the County vehicle maintenance facility. The Contractor will respond to all such calls within thirty minutes of the time notified by the County’s E911 Center. **The County will pay no more for towing county owned vehicles than the fees authorized by this schedule:**

a. Disabled County owned vehicles, weighing fewer than 14,000 pounds, shall be transported from the scene of the breakdown or wreck to the County vehicle maintenance facility without charge. If the breakdown occurs outside of the County and more than 30 miles from the County
line, the Contractor may charge up to $50.00 for the tow. If the distance is greater than 100 miles, the Contractor may also charge a mileage fee of up to $0.50 per mile in addition to the $50.00 towing fee.

b. Disabled County owned vehicles over 14,000 pounds shall be transported from the scene of the breakdown or wreck to the County vehicle maintenance facility for a fixed charge of $250.00. If the breakdown occurs outside of the County and more than 30 miles from the County line, the Contractor may charge up to $300.00 for the tow. If the distance is greater than 100 miles, the Contractor may also charge a mileage fee of up to $1.00 per mile for each mile over 100 miles in addition to the $300.00 towing fee.

c. The Contractor may charge up to $50.00 for towing a disabled County vehicle, weighing less than 14,000, from the County vehicle maintenance facility to another shop. For vehicles weighing more than 14,000, the Contractor may charge up to $250.00 to tow such a vehicle from the County vehicle maintenance facility to another shop. If the destination is greater than 30 miles from the County vehicle, maintenance facility the Contractor may charge for mileage at the rates in the two paragraphs above for the distance towed beyond 30 miles.

d. If the responsible Contractor is unable to respond to a request for service within the required thirty minutes and another contractor is dispatched to handle the call, the responsible Contractor shall reimburse the responding Contractor $50.00 for towing a disabled County vehicle, weighing less than 14,000, to the County vehicle maintenance facility. For vehicles weighing more than 14,000, the responsible Contractor shall reimburse the responding Contractor $250.00 to tow such a vehicle to the County vehicle maintenance facility. If the tow is greater than 30 miles from the County vehicle maintenance facility, the responding Contractor will also be reimbursed for mileage at the applicable rate authorized in paragraph (a) or (b) above for the distance towed beyond 30 miles.

The County will pay no additional fees for winching, dollies, or any other services.

C. INSURANCE REQUIREMENTS

General insurance requirements shall be applicable to the Contractor and any authorized subcontractor. Insurance requirements shall be based on conditions in place as of the date of the Contract's execution. Insurance companies must be licensed by the Georgia Department of Insurance and the Georgia Secretary of State to do business in the State of Georgia. The County reserves the right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.

The following requirements shall also be applicable to the Contractor:

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

   The certificate holder is to be issued to:
   Henry County Board of Commissioners
   Henry County, Georgia
   but delivered to:
   Henry County Purchasing Department
   140 Henry Parkway
   McDonough, Georgia 30253

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

b. Any change in coverage or insurance carrier must be reported to the County’s Purchasing Office in writing within five business days of the change.
c. Failure of any Contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification;

d. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;

e. The County shall, without exception, be given no less than thirty (30) days’ notice prior to cancellation for any and all reasons other than non-payment of premium; and

f. The County shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.

g. The Contractor shall procure and maintain insurance coverage in the following particulars:

**Workers Compensation Insurance**

In the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require that all subcontractors occupying the premises or performing the work under the contract to obtain an insurance certificate showing proof of Worker Compensation Coverage with the following minimum coverage:

- Georgia Statutory including Employers Liability
  - Bodily injury by Accident – each employee $100,000
  - Bodily injury by Disease - each Employee $100,000
  - Bodily injury by Disease – policy limit $500,000

- **Commercial General Liability**
  - Each Occurrence Limit $1,000,000
  - Personal and Advertising Injury Limit $1,000,000
  - General Aggregate Limit $2,000,000
  - Products/Completed Operations Aggregate Limit $2,000,000

- **Automobile Liability**
  - Combined Single Limit $1,000,000

- **Garage Keepers Liability Insurance**
  - (Comprehensive and Collision): limits not less than $1,000,000
  - $500,000
SECTION III – PROPOSAL FORMAT

Please provide the following information within seven (7) sections under separate tabs:

Section 1 – Company’s Information
a. Company’s local name, address, and telephone number
b. Primary local contact person(s) and telephone number(s)
c. Total number of company’s local full-time employees
d. Year company was established
e. Listing, description, and outcome of all litigation involving the proposer in the last 5 years.

Section 2 - Personnel
a. Provide detailed resumes of team members who will be directly working on the project.
b. Include any outside personnel, such as subcontractors that will be performing work under the proposed contract.

Section 3 - Organizational Qualifications
a. Describe Responder’s experience, capabilities and other qualifications for this project;
b. How many years has Responder operated under current company name?
c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with a Federal, State, or local government agency?
d. Include a financial statement for the last three (3) years.
e. Responders shall provide four (4) references for whom you have held towing contracts similar in size and scope to the services specified herein.

Section 4 - Technical Approach
a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein
b. Responders shall provide a detailed description of the process utilized to dispatch and respond to wrecker calls.

Section 5 - Project Management
a. Describe how the project will be organized and managed;
b. Describe the process for entering and tracking impounded vehicles;
c. Describe the resources necessary to accomplish the Statement of Work.

Section 6 – Vendor Questionnaire, Price per Pound Sheet, and Hazardous Materials Cargo Sheet
Responders shall complete and submit with its firm’s proposal, the Vendor Questionnaire, Price per Pound Sheet, and Hazardous Materials Cargo Surcharge Sheet.

Section 7 - Documents and forms required by the County
Please provide all other documents and forms not included in the above sections.
Henry County’s selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the County’s staff.

The Proposer’s submittal must fully address the requirements listed in this solicitation and the 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 County’s intention to select a firm which is the most qualified to meet the County’s needs. The award shall be based on but not limited to the following factors:

<table>
<thead>
<tr>
<th>RFP EVALUATION CRITERIA</th>
<th>Scoring Value Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel</strong></td>
<td>10</td>
</tr>
<tr>
<td>Provided detailed resumes of team members who will be directly working on the project</td>
<td></td>
</tr>
<tr>
<td><strong>Organizational Qualifications</strong></td>
<td></td>
</tr>
<tr>
<td>• Included a detailed description of experience, capabilities and other qualifications for this project;</td>
<td>20</td>
</tr>
<tr>
<td>• Included a financial statement for the last three (3) years.</td>
<td></td>
</tr>
<tr>
<td>• Provided four (4) references for whom you have held towing contracts similar in size and scope to the services specified herein.</td>
<td></td>
</tr>
<tr>
<td><strong>Technical Approach</strong></td>
<td>30</td>
</tr>
<tr>
<td>• Included a description of the procedures and methods that will achieve the required outcome of the project as specified herein</td>
<td></td>
</tr>
<tr>
<td>• Included a description shall provide a detailed description of the process utilized to dispatch and respond to wrecker calls.</td>
<td></td>
</tr>
<tr>
<td><strong>Project Management</strong></td>
<td>40</td>
</tr>
<tr>
<td>• Included a detailed description of how the project will be organized and managed;</td>
<td></td>
</tr>
<tr>
<td>• Provided a process for entering and tracking impounded vehicles</td>
<td></td>
</tr>
<tr>
<td>• Included a description of the resources necessary to accomplish the Statement of Work.</td>
<td></td>
</tr>
</tbody>
</table>

**MAXIMUM SCORING POINTS TOTAL**

100

**Oral Presentation and Product Demonstration** - At its sole discretion, the Evaluation Committee made up of County employees may require an interview/presentation before the final selection and award to a Firm. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Firm. (possible additional points if an oral presentation is requested)

The Scoring Formula for the above Scoring Value Maximum Points is as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>.75 - 1.00</td>
</tr>
<tr>
<td>Good</td>
<td>.50 - .74</td>
</tr>
<tr>
<td>Fair</td>
<td>.25 - .49</td>
</tr>
<tr>
<td>Poor</td>
<td>0 - .24</td>
</tr>
</tbody>
</table>

Multiply scoring formula by possible scoring value maximum point allotment. *Example:* If you score a firm .6 (Good) on **Organizational Qualifications** and multiply .60 x 20 (maximum scoring points), this would equal to 12 points.
Best and Final Offer Process represents an optional step in the selection process and may be used when:
   a. No single response addresses all the specifications.
   b. The cost submitted by all proposers is too high.
   c. The scores of two (2) or more proposers are very close after the evaluation process.
   d. All proposers submitted responses that are deficient in one or more area.

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

The County reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the County 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.
# Henry County
## Board of Commissioners
### Standard Contract Form

<table>
<thead>
<tr>
<th>Solicitation Title</th>
<th>Solicitation Number</th>
<th>Contract Number</th>
</tr>
</thead>
</table>

1. This Contract is entered into between the Henry County Board of Commissioners and the Contractor named below:

**Henry County Board of Commissioners**

(hereafter called County)

**Contractor**

(hereafter called Contractor)

2. Contract to Begin: Date of Completion: Renewals:

3. Lump Sum Amount of this Contract (if applicable) Fee Represented as a Percentage Of Designated Cost (if applicable) Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable) Annual Contract Price Agreement (if applicable)

4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Contract:

1. All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)
2. Bid or Proposal Submitted by Contractor along with Contractor's Final Response
3. Fee/Cost Submitted by Contractor
4. All Other Documentation Required in Solicitation

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

5. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Federal Identification No.

By (Authorized Signature) Date Signed

Printed Name and Title of Person Signing

Address

Telephone Number E-mail Address

6. **Henry County Board of Commissioners**

Chairman or Designee

By (Authorized Signature) Date Signed

Printed Name and Title of Person Signing

**Tommy N. Smith, Chairman**

Address

140 Henry Parkway,
McDonough, Georgia 30253
BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

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

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

Bidder Information:

__________________________________________  __________________________
(Company) (Signature)

__________________________________________  __________________________
(Address) (Printed Name)

__________________________________________  __________________________
(City, State, Zip) (Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS ________ day of ________________ 20__

__________________________________________
(Notary Public in and for the State of __________________________)

(Seal)

(Failure to sign this section shall disqualify your response)
NON-CONFLICT OF INTEREST

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

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

Signature: __________________________________________

Print Name: _________________________________________

Title: ______________________________________________

Firm Address: _______________________________________
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization/ E-Verify User Identification Number

__________________________________________
Date of Authorization

__________________________________________
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, ___, 20___ in _____ (city), ______ (state).

__________________________________________
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

__________________________________________
NOTARY PUBLIC

My Commission Expires:

__________________________________________
SAVE AFFIDAVIT

REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT

STATE OF GEORGIA
HENRY COUNTY

By executing this affidavit under oath, as an applicant for a Henry County, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, “Report of the Attorney General on Public Benefits,” I am stating the following with respect to my ability to enter into a contract with Henry County:

[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

As a representative of:

(Name of the business, corporation, partnership, or other private entity)

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. § 16-10-20.

This ___ day of _____________, 20__.

Signature of Applicant:

Printed Name:

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

Notary Public
My Commission Expires:

*Note: O.C.G.A. § 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:

Alien Registration number for non-citizens: * ____________________________
VENDOR QUESTIONNAIRE

Note: A complete response to this questionnaire must accompany all Requests for Proposals. A response such as “See Proposal” is not sufficient unless there is proper reference to the specific section of the proposal addressing the question. Please be specific in your answers.

1. Where are your company’s physical locations in the County?

________________________________________________________________________

________________________________________________________________________

2. What is your estimated response time to the farthest point in each Wrecker Area?

NORTH DISTRICT ____________________________________________

SOUTH DISTRICT ____________________________________________

3. What additional equipment above the minimum requirements might your company use?

________________________________________________________________________

________________________________________________________________________

4. Can your company meet/or exceed all insurance requirements as stated in agreement? Provide proof of all insurance requirements with this proposal.

________________________________________________________________________

5. List all available equipment and personnel that will be dedicated to fulfilling the terms of the agreement. Please use additional paper if necessary.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

6. What district are you submitting for consideration (Choose one)?

North District _________ South District _________
PRICE PER POUND SHEET

Price per Pound is for Gross Vehicle Weight with the following minimums:
60,000 lb. Tractor/Trailer (With Load)
30,000 lb. Bus/Straight Truck 16,000 lb. Mobile Home
16,000lb. Mobile Home/Motor Homes
60,000 lb. Heavy Equipment i.e. Cranes, Dozers, Excavators, etc.

NORMAL TRACTOR/TRAILOR RECOVERY ON OR NEAR HIGHWAY AIR CUSHION RECOVERY

Major variables (choose one)

_____ Cents per lb. Normal Recovery
_____ Cents per lb. Inclement Weather
_____ Cents per lb. Nights/Weekends/Holidays
_____ Cents per lb. Night /Weekends/holiday and Inclement Weather

Price includes complete use of Air Cushion van and all equipment, contents, personnel and travel within a 50-mile zone.

_____ Cents per lb. Additional to handle complete recovery

To include all necessary wreckers, personnel, aid delivery of tractor/trailer to loading dock or impound yard within 50 miles.

_____ Hour standby time for all equipment and all personnel (if requested by customer or Law Enforcement to standby 1 st hour).

WRECKER RECOVERY ONLY NO AIRBAGS

Recovery of wrecked or overturned tractor/tellers to include recovery equipment and manpower, including off-loading if necessary. It does not include the tractor/tractor to off load onto or delivery of cargo, but does include delivery of wrecked equipment to a loading dock or impound yard within a 50 mile radius.

Major Variables (choose one)

_____ Cents per lb. Normal Recovery
_____ Cents per lb. Inclement Weather
_____ Cents per lb. Nights/Weekends/Holidays
_____ Cents per lb. Nights/Weekends/Holidays and Inclement Weather

Additional variables for both wrecker recovery and airbag recovery

_____ Cents per lb. Additional for 50 -100 mile zone

_____ Cents per lb. Additional for wheels higher than roof of trailer or tractor down a bank or incline

_____ Cents per lb. Additional for back door open or tractor pulled out from under trailer. 1.5 Cents per lb. Additional for or top severely buckled or blown out and/or trailer buckled

_____ Cents per lb. Additional for secondary handling of normal cargo (Does not include tractor/trailer or cast of loading dock if needed) Plus 1% of declared value of Salvaged Cargo.

Company Name
HAZARDOUS MATERIALS CARGO SURCHARGE SHEET
Surcharge applies to the total bill (if applicable). Does NOT apply to unit fuel. Does not include cleanup or cleanup cost.

____% for Flammable High Flash Point
____% for Flammable Low Flash Point
____% for Class B Explosives or Chemical
____% for Class A Explosives or Chemicals with Leakage _____% for Nuclear

Expendable materials will be billed out to the HAZMAT job on a replacement cost basis to include HAZMAT suits, airbags, breathing apparatus, etc. That has been contaminated or destroyed.

__________________________
Company Name
RFP # 17-20
Wrecker Services
Opening: 3:00 PM, November 10, 2016

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

DOCUMENTATION DESCRIPTION
Any Required Documents cited in RFP Specifications
W-9

Forms:
Solicitation Form (Page 1 of this Document)
Addendum Cover Sheet(s) (If applicable.)
Bid Authorization Affidavit
Non-Conflict of Interest
Georgia Security & Immigration Compliance Act Affidavit & Agreement
SAVE Affidavit
Vendor Questionnaire
Price per Pound Sheet
Hazardous Materials Cargo Surcharge Sheet
RFP Documents Submittal Checklist/Addenda Acknowledgement (this page)

Please check

ADDENDA ACKNOWLEDGEMENT
Failure to acknowledge any addenda will result in a non-responsive bid.
The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. ____________________ Dated ____________________

Addendum No. ____________________ Dated ____________________

Addendum No. ____________________ Dated ____________________

Addendum No. ____________________ Dated ____________________

This affirms that all documents are included with the proposer’s RFP package.

Company’s Name ____________________ Date ____________________

Authorized Representative’s Name (Print or Type) ____________________

Authorized Representative’s Signature ____________________
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

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

---

**REQUEST FOR PROPOSAL ENCLOSED**

RFP # 17-20, Wrecker Services
Due 3:00 PM/November 10, 2016

__________________________
Vendor Name

__________________________
Address

__________________________
City, State, Zip Code

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