



City of Brookhaven

Request for Statement of Qualifications

(THIS IS NOT AN ORDER)

RFQ 13-01

Wrecker Service

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Section I

1. Introduction:

On December 17, 2012 the City of Brookhaven was officially incorporated as Georgia's newest municipality. The City provides municipal services to its citizens and businesses in a unique manner. The City provides public works, community development, and administrative services, through a partnership with five private firms. The City anticipates its police force starting patrols in late summer, 2013. **The City is soliciting a city-wide wrecker service to begin operations on or about July 31, 2013.**

The FY2013 City of Brookhaven budget for all appropriated funds totals approximately \$16 million in revenues. This budget funds traditional government services such as public safety and infrastructure maintenance including repaving and traffic control systems. Copies of the 2013 Brookhaven budget are available on the City's website.

2. Anticipated Schedule

RFQ available for distribution:	2:00 PM, July 03, 2013
Pre-Proposal Conference (If Necessary):	2:00 PM, July 11, 2013
Deadline for Questions:	2:00 PM, July 15, 2013
Questions Addendum Posted:	2:00 PM, July 17, 2013
<u>Deadline for Proposals:</u>	<u>2:00 PM, July 22, 2013</u>
Contract Awarded:	2:00 PM, July 25, 2013

3. Proposal Submittals

One original document (hard copy), two duplicate hard copies and one CD (a total of four) of the complete RFQ **must be received by 2:00 p.m. local time, July 22, 2013.**

The original and all copies must be submitted in a sealed envelope or container stating on the outside the firm's name, address, telephone number, RFQ title, number and due date and delivered to:

**City of Brookhaven
ATTN: Purchasing Department RFQ 13-01 Wrecker Services
200 Ashford Center North, Suite 150
Dunwoody, Georgia 30338**

Hand-carried and express mail Proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays observed by the City. (Until 2:00 p.m. on due date, July 22, 2013.)

Firms are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Any Proposal received after 2:00 p.m. (EST), July 22, 2013 will not be considered and will be returned unopened.

The Proposal must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the firm, and firm(s) must affix their company's corporate seal to the Proposal. In the absence of a corporate seal, a Notary Public must notarize the Proposal.

The submittal of a proposal by a firm will be considered by the City as constituting an offer by the firm to perform the required services at the stated fees.

4. Communication with City Representatives

All communications regarding this Request for Qualifications (RFQ) from vendors and other sources MUST be directed as follows:

Brad Middlebrook, Purchasing Manager
200 Ashford Center East, Suite 150
Dunwoody, GA 30338
purchasing@brookhavenga.gov

Requests for information by firm(s) regarding the meaning or interpretation of terms or requirements in this RFQ must be requested of the contact person listed above, in writing (email included), as is further described below.

Firms are advised that from the date of release of this RFQ until award of the contract, NO contact with City personnel or City officials is permitted, except as authorized by the contact person listed above. Any such unauthorized contact will result in the disqualification of the firm's submittal.

5. Additional Information/Addenda

Requests for additional information or clarifications must be made in writing, as described above, to be received no later than 2:00 PM on July 15, 2013. The request must contain the firm's name, address, phone number, and facsimile number. All questions must be submitted by email to the contact person listed in Section D. Questions will be answered in the Pre-Proposal Conference, and on July 17, 2013 when the Questions Addendum is published.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda. **Firms should not rely on any representations, statements or explanations other than those made in this RFQ or in any addendum to this RFQ.** Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the firm's responsibility to be sure all addenda were received. The firm should verify with the designated contact persons prior to submitting a Proposal that all addenda have been received. Firms are required to acknowledge the number of addenda received as part of their Proposals.

Vendors shall quote a complete, entire proposal that is functional and usable by the City and addresses the needs expressed within this RFQ without the requirement for change orders. Any items that the vendor's product cannot or will not be able to address for the price quoted must be clearly noted within the RFQ response. The City does not intend to allow any change orders, which will increase the cost as quoted by the vendor and will expect that the vendor include any and all components in the price quoted so as to implement a complete and functional project.

6. Late Proposals/Modification

Proposals and/or modifications received after the RFQ due date and time are late and will not be considered. Proposals submitted early may be withdrawn by the Offeror prior to the Proposal due date specified. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the Offeror prior to the award.

7. Postponement/Cancellation/Waiver of Irregularities

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in the Proposals received as a result of this RFQ.

8. Costs Incurred by Firms

All expenses involved with the preparation and submission of Proposals to the City, or any work performed in connection therewith shall be borne by the firm(s). No payment will be made for any responses received, or for any other effort required of or made by the firm(s) prior to commencement of work as defined by a contract approved by the City Council.

9. Oral Presentation/Product Demonstration

The City may require firms to provide oral presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein.

10. Exceptions to the RFQ

Exceptions to any of the terms of this RFQ to which a vendor will not or does not agree must be presented by the vendor in writing as provided in this section and directed to: purchasing@brookhavenga.gov. Such exceptions must be specific, and the vendor must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the RFQ and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Unless timely submitted as an exception, any such ambiguity, conflict or problem shall be resolved in favor of the City of Brookhaven.

11. Proprietary Information

Responses to this Request for Proposals upon receipt by the City become public records subject to the provisions of Georgia Public Records Law. If you believe that any portion or all of your response is confidential and/or proprietary, you should clearly assert such exemption and the specific legal authority of the asserted exemption. All material that qualifies for exemption must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the RFQ number marked on the outside.

Please be aware that any person may challenge the designation of an item as a trade secret by you in court. By your designation of material in your Proposal as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim.

12. Qualification of Firms

As a part of the Proposal evaluation process, the City may conduct a background investigation of firm. Firm's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No Proposal shall be accepted from, nor will any contract be awarded to, any firm who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

If the firm is determined to be irresponsible or unreliable, City will notify the firm of its finding, including evidence used, and allow the firm an informal hearing and the opportunity to come into compliance within three business days of notification.

13. Negotiations

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the firm's best terms from a technical as well as a pricing standpoint.

The City reserves the right to enter into contract negotiations with the selected firm. If the City and the selected firm cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next highest scoring firm. This process will continue until a contract has been executed, all firms have been rejected, or the City suspends the RFQ process. No firm shall have any rights against the City arising from such negotiations.

14. Rights of Appeal

Participants in this RFQ solicitation may protest RFQ specifications or award in accordance with the City of Brookhaven Purchasing Policy.

15. Rules, Regulations, Licensing Requirements

The firm shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Firms are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

16. Review of Proposals

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A responsive Proposal is one which follows the requirements of the RFQ, includes all required documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Proposal non-responsive.

The contractor(s) will be selected from the qualified vendors submitting responses to the Request for Proposal. The selection process will be as follows:

An evaluation committee consisting of staff will review the written Proposals. The evaluation process provides a structured means for consideration of all Proposals. The following factors will be used in the evaluation of each vendor's Proposals:

All Proposals received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFQ package have been met by the offerors. **Each RFQ will be reviewed to ensure that the offeror submitted a separately packaged cost Proposal and technical Proposal, only technical information is included in the technical Proposal and only cost information is included in the cost Proposal, and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection of a Proposal.** All technical Proposals that meet the administrative requirements will then be turned over to the technical evaluation team members for

further evaluation. Cost will be evaluated only after technical evaluations are complete, and only for those firms deemed likely to be selected, based on technical evaluations. Information relative to Cost Proposals should be submitted in a separate, sealed envelope, and clearly marked with the firm name and the phrase "COST PROPOSAL."

A Proposal should be in the following format in two (2) separate packages:

- 1. Technical Proposal containing only the technical information pertinent to the RFQ (No cost information.)**
- 2. Cost Proposal containing only cost information in the format described in Section III "Cost Proposal" with no technical information included.**

Section II

MANDATORY REQUIREMENTS

1. Scope of Services/Performance Requirements

1. In accordance with the terms of this agreement and the benefits and fees set out herein, the successful Contractor shall pick up and transport vehicles from within the City of Brookhaven, when requested to do so by the City of Brookhaven Police Department.
2. The Contractor shall keep a written record of all vehicles moved for a period of not less than 120 days. The record shall consist of the following information:
 - a) Date and Time
 - b) License, Make, & Model of vehicle being towed
 - c) Physical address of location towed from
 - d) Physical address of location vehicle is towed to
3. Damage to vehicles caused by the Contractor in the process of hooking, unhooking, and transporting the vehicles shall be the responsibility of the Contractor. The owning contractor must be licensed, insured, and bonded. The Contractor shall not subcontract any portion of the tasks noted herein without express written approval of the City Manager or his designee.

2. Equipment Specifications

The Contractor must own and maintain at all times for the carrying out of this contract the following equipment (or the right to use the same under a written lease agreement for the period covered by this contract):

1. One minimum twenty-five (25) ton or large hydraulic boom wrecker capable of towing large loaded cement trucks, garbage trucks, and fire trucks, or similar vehicles.
2. One minimum 21,000 GVW, ten (10) ton lift and wrench rating or larger single or tandem axle wrecker capable of towing loaded medium size trucks and tandem axle tractors from the front.
3. Two (2) slide back wreckers
4. One (2) wheel lift wrecker
5. Two (2) recovery wreckers; **All equipment is outfitted for recovery work.**
6. All tow vehicles must be commercially manufactured and rated by the manufacturer.

7. **Each wrecker shall have the following accessories at all times:**

- 1) One (1) snatch block per cable rated for the respective winch.
- 2) One (1) scotch block rated for the truck
- 3) One (1) container for trash
- 4) One (1) industrial rated push broom
- 5) One(1) DOT approved fire extinguisher
- 6) One (1) FCC approved two-way radio capable of communicating with wrecker service dispatch.
- 7) Emergency amber beacons with proper permits
- 8) Set of white working lights adjusted to the rear of the wrecker
- 9) Set of tools (metric & standard), two (2) lug wrenches, 5/16-3/4, lockout tool, and flashlight.

8. Any personnel operating vehicles in excess of 26,000GVW must possess a current and valid Georgia CDL Driver's License.

3. Business Requirements

1. Preferred wrecker service within the City of Brookhaven or within 5 miles of the City of Brookhaven.
2. Preferred wrecker service will own\lease all specified equipment by August 1, 2013.
3. Wrecker service has been in business in excess of five years.
4. Wrecker service must submit proof of the specifications they meet.
5. Wrecker service must be insured and bonded for all vehicles impounded by the police department.
6. Wrecker service should have a designated area for vehicles seized by the police department.
7. Wrecker service should have a designated garage or area that vehicles may be searched not in view by the public.
8. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning.

4. Contractor Requirements

1. The Contractor must maintain a twenty-four hour wrecker and tow truck service capable of responding to all calls for service made by the City of Brookhaven within twenty (20) minutes on at least ninety percent of the calls for service made by the City.
2. A City of Brookhaven contract wrecker tow is a wrecker service call generally initiated by the Brookhaven Police Department, then dispatched by the DeKalb County Communication Center (or successor thereof), which will result in a vehicle impound. The basic fee will be charged based on the vehicle class, for the impound to the contractor's impound lot. Contractor(s) will not be entitled to any

payment of fees for cancellation of a response to a scene. "Relay Fees" or the transferring of vehicles from the impound lot, shall correspond to the same charges for the basic service. This includes furnishing of wrecker and car-carrier (skid truck), and all work necessary to properly hook up a vehicle and tow it to the Contractor's storage, or to any designated area.

3. A City of Brookhaven (impound hold) wrecker call generally in conjunction with an arrest, a criminal investigation, and/or abandoned vehicles will require release from the Brookhaven Police Department prior to Contractor releasing the vehicle to the victim/owner. No charges shall accrue during the time the vehicle is on "impound hold" by the City of Brookhaven. If a request is made to tow the vehicle to another location, a per mile fee can be assessed after 15 miles.

4. A private tow is a wrecker service call generally in conjunction with an accident or public request where the Contractor (s) can release the vehicle to the owner without authorization from Brookhaven Police Department. The fees herein are to be paid only after the service has been rendered by the Contractor(s). This includes furnishing of wrecker and car-carrier (skid truck) and all work necessary to properly hook up a vehicle and tow it to the Contractor's impound lot, or to an area designated by the owner of the vehicle that falls within 15 miles of the incident. *Merely coming to a scene does not constitute reason for payment.*

5. In addition to the fees, a contractor is authorized to charge for providing services under this contract. Successful respondent agrees to collect from all person or entities receiving service under this contract an additional **twenty five dollars (\$25.00) per tow** to be remitted to City of Brookhaven. The City of Brookhaven reserves the right to increase or decrease this fee annually dependent upon the cost to the City for monitoring and administering this contract and providing services related to the impound and disposal of vehicles. The fees collected shall be remitted to the City on a quarterly basis made payable to the City of Brookhaven on the fifteenth (15th) day of the calendar month following the end of each fiscal quarter (March, June, September, December.) The check should be mailed or delivered to:

**City of Brookhaven
Attn: Accounting & Finance
200 Ashford Center North, Suite 150
Dunwoody, GA 30338**

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

7. Nothing in this article shall relieve contractor of any requirements imposed by the laws of the State of Georgia or any regulatory agency thereof, or by virtue of any other law with respect to the duties, among others, to make diligent inquires as to the ownership of vehicles and notification of owners.

8. Contractor shall assist the Brookhaven Police Department in the following inventory procedure: Whenever any vehicle is removed by the contractor at the direction of a police officer, the police officer, after making a thorough inventory of all equipment, accessories, personal articles and other items attached to or located within the vehicle, shall complete the inventory on a form supplied by the Police Department and signed by the officer in charge of the removal. Upon acceptance of the vehicle and prior to its removal, the agent or employee of the contractor performing the removal shall verify said inventory and shall sign the inventory form.

9. Contractor shall exercise due care in removal operations and shall follow the direction of the traffic officer directing the removal so as to not impede traffic or endanger the general public and property.

10. Contractor shall have the capability of moving all types of motor vehicles including, mini-bikes, motorcycles, automobiles, trucks, equipment, loaded and unloaded tractor trailers and buses, by such method and manner as approved by the City. A descriptive listing of current equipment shall be provided to the City prior to the initiation of this agreement, and any subsequent change of such equipment capability shall be reported immediately to the Brookhaven Police Department.

11. Contractor shall provide for the cleanup of debris from the accident site, as required by State law. This shall include the pickup and removal of any broken glass, bent material and other road hazards. This will only be required when vehicle is actually towed.

12. Contractor shall hold vehicles when specifically directed to do so by the Brookhaven Police Department for evidence, confiscation or any other purposes permitted by law. Upon the written and signed authorization of the Police Department or a court, the Contractor shall release any vehicle held as so directed.

13. Contractor must maintain a separate fenced off, paved impound area within five (5) miles of the City limits of Brookhaven and for vehicles towed at the request of the Police Department. This impoundment area shall be maintained in the following manner:

- a. An attendant will be on duty twenty four (24) hours a day, seven (7) days a week.

- b. The impoundment area shall be enclosed by a fence not less than six (6) feet high with a gate which can be securely fastened and locked, said fence shall be subject to the approval of the Police Department. Such impound lot must be lighted, paved, and capable of storing 125 vehicles.
 - c. The gate to the impound area shall be and remain locked during the hours of darkness except to provide reasonable ingress and egress in connection with wrecker service operations.
 - d. The impound area shall be lighted during the hours of darkness in such a manner as to prevent, discourage, and detect attempts at theft or vandalism. Such lighting shall be in accordance with rules and regulations to be prescribed by the Police Department.
 - e. The impound area shall be paved entirely with asphalt, cement, gravel, or an equivalent surface.
 - f. The Contractor shall submit an inventory every two (2) weeks of all vehicles remaining in its possession and unclaimed by the owner to the Police Department. The inventory shall be completed on a form supplied by the Police Department, and emailed to the Police Department.
 - g. The contractor shall maintain a business/dispatch office at the impound area inside the City limits where all associates with the contract will take place. Any business associated with the contract shall be conducted at this location to include dispatch, releasing vehicles, billing, records maintenance, etc.
 - h. Nothing contained in this agreement shall be construed to prohibit the Police Department from providing for its own impoundment area for the purpose of storing or holding vehicles for evidence, confiscation or any other purpose permitted by law.
14. Contractor hereby agrees that all work will be done with Contractor's equipment (or equipment may be leased) and Contractor's employees. Contractor further agrees that no work on behalf of the City of Brookhaven will be done by any other company or non-employees of the Contractor, that is, Contractor will not contract out any work received from the City of Brookhaven. Exceptions: When

special equipment is required for the towing of Fire Trucks or other vehicles requiring special handling equipment, the contractor may utilize a subcontractor to satisfy the conditions.

15. Contractor shall post in a conspicuous place at his place of business a price sheet reflecting the prices to be charged by Contractor pursuant to this agreement. This price sheet shall also be carried in all towing vehicles at all times and made available for review to all owners of towed vehicles pursuant to this agreement.

16. The Contractor shall maintain a list of all employees, their current address, date of birth and social security number and keep on file with the Police Department. All employed drivers and operators of wreckers shall have a valid State of Georgia driver's license of the class required for the size truck operating and have in his possession all medical and exam cards required by the State of Georgia.

17. The Contractor must maintain a valid occupational license issued by an entity from within the State of Georgia

18. The Contractor must maintain registration with the Georgia Public Service Commission and all State required permits.

19. The Contractor must maintain all applicable Federal, State, and City permits and must provide current copies to the City.

20. The Offeror must submit the Proposal Letter/Disclosure Form with original signatures.

21. Any exceptions to the City's Sample Contract (Section III) must be clearly identified and submitted with the Offeror's Technical Proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements.

22. The Offeror must submit a Technical Proposal detailing the proposed approach to performing all of the services requested. The Offeror will submit one copy of the Technical Proposal on CD and two hard copies with original signatures.

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

(If possible, law-permitting, the City prefers reports to be sent electronically.)

Section III

Contract Agreement

RFQ 13-01

This Agreement made and entered into this ____ day of _____ in the year 20____; by and between The City of Brookhaven, Georgia, having its principle place of business at 200 Ashford Center North, Suite 150, Dunwoody, Georgia 30338, and ("Contractor.")

WHEREAS, the City of Brookhaven has caused Request for Qualifications Number (RFQ 13-01) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the scope of services; and

WHEREAS, the Contractor submitted a response to the RFQ 13-01; and

WHEREAS, the Contractor's submittal was deemed by the City of Brookhaven to be the proposal determined to be most advantageous to the City; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFQ, a copy of which is attached hereto as Appendix "A" and incorporated herein, and provide those Services as may additionally be specified in the Contractor's Statement in accordance with the terms and conditions of this agreement. The specifications are hereby made a part of this agreement by reference.

2.0 Payment

The City shall pay the amount set out in the attached Item Schedule for services rendered hereunder. Payments shall be made individually by the City according to invoice, for each lot shipped.

3.0 Price

The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract.

4.0 Term

The term of this contract shall be for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price.

5.0 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

6.0 Extension

If not set forth in the RFQ and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Vendor for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1.

The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Brookhaven. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Brookhaven Representative within ten (10) day after issuance.

Inasmuch as the City of Brookhaven and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Brookhaven without the express knowledge and prior written consent of the City.

8.0 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from City's actions.

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate.

9.1

Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

10.0 Termination

10.1

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Brookhaven shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

10.2

The City of Brookhaven may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

10.2.1

Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Brookhaven of each occurrence.

10.2.2

After five (5) days written notice fails to:

- a) Maintain the required insurance, or;
- b) In any other manner to perform the requirements of the RFQ.

11.0 Inclusion of Documents

RFQ 13-01, any amendments thereto, and the Contractor's submittal in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the

event of a conflict between the language of the RFQ, as amended, and the Contractor's submittal, the language in the former shall govern.

12.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

12.1 Federal Requirements.

12.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Brookhaven contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

1. Equal Employment Opportunity - The contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a) Any patent that shall result under this contract; and
 - b) Any patent rights to which the contractor purchases ownership with grant support;

4. Copy rights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a) The copyright in any work developed under this contract; and
 - b) Any rights of copyright to which the contractor purchases ownership with grant support.

5. Access to books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and

6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

13.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Brookhaven's prior written consent.

14.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

15.0 Drug-Free and Smoke-Free Work Place

15.1

A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

15.2

The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

15.3

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

15.3.1

The Contractor has made false certification herein; or

15.3.2

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

16.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Brookhaven all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Brookhaven pursuant hereto.

18.0 Reporting Requirement

Reports shall be submitted to the Issuing Officer on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

19.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to settle disputes arising under or by virtue of this contract.

20.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

21.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable :)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF BROOKHAVEN:

By: _____

Title: _____

Name: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Name: _____

Date: _____



Proposed Wrecker Service Contract Rates (Cost Proposal)

(Cost Proposal should be placed in a separate sealed envelope.)

Category I – Vehicles, trucks and trailers damaged or undamaged with **up to four (4) wheels**.

Basic Tow: _____

Category II – Vehicles, trucks and trailers **up to or including six (6) wheels**.

Basic Tow: _____

Category III – Vehicles, trucks and trailers with **more than six (6) wheels**.

Basic Tow: _____

Per Mile – Cost for tow farther than fifteen (15) miles (when request from owner is other than tow lot.)

Cost After Fifteen (15) Miles: _____

The cost is a basic tow, then 15 mile cost will be charged if towing to a different location

Storage of Vehicles:

- A. Storage will not begin until after 24 hours from the time of tow.
- B. Storage fees after the first 24 hours will have the following daily rate: (per the Tariffs set by the Georgia Public Service Commission)

1. Vehicles, trucks and trailers with up to four (4) wheels: _____
2. Vehicles, trucks and trailers up to or Including six (6) wheels: _____
3. Vehicles, trucks and trailers with more than six (6) wheels or a combination unit: _____

All City of Brookhaven vehicles will be towed and /or stored at no cost to the City. This is to include vehicles that are considered to be part of the fleet for the Police Department and related staff.

Wrecker service will store seized vehicles per the request of the police department and provide assistance as necessary.

Wrecker service will also process seized vehicles if the City so desires according to the State Laws of Georgia. If no one returns for the property the wrecker service will advertise and sell described property at auction for the City, with the City's authorization prior too initiation. Wrecker service will deduct the associated processing fees then split the proceeds in half with the City of Brookhaven.

CITY OF BROOKHAVEN

STATEMENT OF QUALIFICATIONS LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by Purchasing Office, City of Brookhaven, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Brookhaven.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Brookhaven reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this Statement of Qualifications shall be valid and held open for a period of one hundred twenty (120) days from Statement of Qualifications opening date.

STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION (Offeror to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature: _____ Date: _____

Print/Type Name: _____

Type Company Name Here: _____

4.1 Company Background and Qualifications

Offeror will describe their company background, relevant experience pertaining to length of time in business. The Offeror will include in the proposal the legal form of their business organization, the city in which incorporated (if a corporation), a copy of their business license with Dunwoody/Dekalb County, the office location that will be the point of contact during the term of any resulting contract, and a chart or the organization structure, including the reporting relationships, as they relate to this RFQ. The Offeror must have at least five (5) full consecutive years' experience as a wrecker towing service. The Offeror will provide a list of all clients for whom similar services, as detailed in this RFQ, have been provided during the past three years. The list must include:

- 1) Dates of service
- 2) Name of Contact Person
- 3) Title of Contact Person
- 4) Phone Number of Contact Person

4.2 Experience

Offeror shall specify how long the individual/company submitting the Statement of Qualifications has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of Statement of Qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.3 Financial Stability

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm. If a private company, the Offeror will provide a copy of their most recent internal financial statement, and a letter from their financial institution, on the financial institution's letterhead, stating the Offeror's financial stability.

4.4 Business Litigation

The Offeror will disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.

4.5 References

Offeror shall provide a minimum of 3 (three) references of governmental entities that are using services of the type proposed in this RFQ. The references shall include any government or universities where the offeror, preferably within the last 2 (two) years, has successfully performed services. At a minimum, the offeror shall provide the company name, contact person(s), customer's telephone number, a complete

description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.6 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above general coverage's, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

**Contractor's Compliance with Requirements of
O.C.G.A. 13-10-91 and Rule 300-10-1-.02**

Compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 are conditions of this Contract. Contractor has the number of statutory employees checked below:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Contractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the affidavit below, which is hereby incorporated as part of the Contract. In the event the contractor employs or contracts with any subcontractor in connection with this Contract, the contractor will secure from the subcontractor such subcontractor's indication of the employee-number category applicable to the subcontractor and will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the public employer at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

CONTRACTOR'S 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 contracting with (name of public employer) has registered with and is participating in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13- 10-91.

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

Contractor's EEV/Basic Program User Identification Number _____

BY: Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 2013.

Notary Public

My Commission Expires: _____