



**DeKalb County  
Department of Purchasing and Contracting**

**March 1, 2021**

**REQUEST FOR PROPOSALS (RFP) NO. 21-500571**

**FOR**

**TOWING AND WRECKER SERVICES**

Procurement Agent:

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\*as we are working remote, please utilize email  
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**Mandatory DeKalb First LSBE Meeting:**

(Bidders must attend 1 meeting on either of the dates listed.)

**March 3, 2021 OR March 10, 2021**

4572 Memorial Drive, Decatur, Georgia 30032 Main  
Conference Room - A

(Meetings are held at 10:00 a.m. and 2:00 p.m.)

Video Conference: Utilize the link supplied on our  
webpage labeled "DeKalb First LSBE Video  
Meeting"

**Mandatory Pre-Proposal Conference:**

**March 11, 2021, 11:00 AM**

Zoom: <https://dekalbcountyga.zoom.us/j/5831787579>

Deadline for Submission of Questions:

5:00 P.M. ET, March 19, 2021

Deadline for Receipt of Proposals:

3:00 P.M. ET, April 5, 2021

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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

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**DeKalb County**  
**Department of Purchasing and Contracting**  
Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

**March 1, 2021**

**REQUEST FOR PROPOSAL (RFP) No. 21-500571**

**FOR**

**Towing and Wrecker Services**

**DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience in towing and wrecker services to submit proposals for Towing and Wrecker Services for DeKalb County, Georgia. These services will be provided for DeKalb County Departments of Police Services, Fire Rescue, Sheriff's Office and/or Fleet Maintenance.

**I. INTRODUCTION**

**A. General Information**

1. The contract(s) resulting from this RFP will provide for towing and wrecker services to the County as specified in the Scope-of Work, and the contract(s) will be used as the primary source for the services listed herein. Services shall be provided upon request via Standard Wrecker Calls. Since it is not possible to determine the frequency of service calls that will be needed during the contract term, each contractor shall be obligated to deliver all services that may be ordered during the contract term.
2. The contract shall be a multi-year contract for a total contract period of (5) years.
3. **LAWS AND REGULATIONS:** Responders shall adhere to all federal, state, and local laws and regulations. Responders are responsible for staying abreast of and implementing all laws and regulations as they relate to this proposal. All Responders are required to abide by DeKalb County Ordinance Sections 17, 26 and 27, and State of Georgia Code O.C.G.A §36-60-4, O.C.G.A. §40-4-5, O.C.G.A. §40-6-276, O.C.G.A §40-8-21, and O.C.G.A. Title 40 Chapter 11 Articles 1A and 2, (see attachments) and as amended in the future.
4. For purposes of this RFP and any resulting contract(s), the County is divided into six (6) territories defined as Areas of Service. The boundary lines making these divisions are defined in the attachment section, Attachment I, Description of Service Areas. The County reserves the right to change the boundaries as it deems appropriate or necessary, at any time before or after award and at any time during the contract term. The County shall not be subject to any penalties for any adjustment to the boundaries.

5. No material, labor or facilities will be furnished by DeKalb County unless otherwise provided for in this RFP.
6. Responder(s) may submit proposals for more than one territory in a single proposal. All Responders must adhere to the requirements specified in Section III, Item 1., Investigative Deposit when submitting proposals for multiple territories.
7. All work performed under the resulting contract(s) shall be of high quality in accordance with good practices, procedures, and industry standards.
8. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement, with County interpretation to prevail.

## **B. DEFINITIONS**

The following terms shall have the meanings indicated:

**Areas of Service** - Shall mean areas designated to receive towing and wrecker service. The County is divided into six (6) areas identified as follows: Area North Central, Area South, Area East, Area Tucker, Large Wrecker North, and Large Wrecker South. The County reserves the right to change the boundaries as necessary.

**Authorized Personnel** - Shall mean members of the DeKalb County Police Department, DeKalb County Sheriff's Office, DeKalb County Fleet Maintenance Department, DeKalb County District Attorney's Office, DeKalb County Solicitor's Office, DeKalb County Fire Department and the DeKalb County Marshall's Office who as part of their duties impound privately owned vehicles or authorize county vehicles to be towed to repair facilities.

**Basic Tow** - Shall mean the removal and transportation of a vehicle at the request or call of Authorized Personnel as may be required when abandoned, disabled, damaged in accidents, illegally parked, recovered after being stolen or in cases of emergency, from a highway, street, or other public or private road, or a parking area, or from a storage facility, and other services normally incident.

**DeKalb County Tow** - Shall mean a call for wrecker service generally initiated by the Authorized Personnel, which is dispatched by the DeKalb County Communication Center, which will result in a vehicle impound.

**Impound Hold** - Shall mean a wrecker service call generally in conjunction with an arrest, a criminal investigation, and/or abandoned vehicle that requires release from the DeKalb County Police Department, DeKalb County Fire Rescue Department, and/or DeKalb County Sheriff's Office prior to the releasing of the vehicle to the victim/owner. No storage charges shall accrue during the time the vehicle is on "impound hold" by the DeKalb County Police Department, DeKalb County Fire Rescue Department, and/or DeKalb County Sheriff's Office.

**Large Wrecker Contractor(s)** - Shall mean the towing of vehicles in excess of 6 wheels or vehicles equipped with air brakes (i.e. large trucks, road tractor/trailers and similar vehicles).

**Missed Service Calls** - Shall mean if Authorized Personnel schedules a service call, but Successful Responder(s) is denied access to a County facility by Authorized Personnel.

**Performance Guarantee** - The Successful Responder(s) shall be required to deposit with the County at the beginning of the contract the sum of \$ 10,000.00. The performance guarantee must be paid by certified check or cashier's check. Company checks, personal checks or cash will NOT be accepted. The County will retain this amount as a performance guarantee.

**Private Impound** - Shall mean a call for wrecker service in which a vehicle is impounded from private property. These calls are generally initiated by private property owners. Private impounds include but are not limited to shopping centers, apartment parking areas, etc.

**Private Tow** - Shall mean a call made by Authorized Personnel for wrecker service generally in conjunction with an accident or at the request of a citizen, where the Successful Responder(s) can release the vehicle to the owner without authorization from Authorized Personnel. The fees listed herein are to be paid only after the service has been rendered by the Successful Responder(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 Successful Responders storage area, or to an area designated by the owner of the vehicle that falls within fifteen (15) miles of the incident. A one dollar (\$1.00) per mile fee is allowable after the first fifteen miles. If it is necessary to disconnect the drive shaft or pull an axle in order to tow a vehicle, it will be the responsibility of the wrecker service to reinstall the drive shaft at no additional charge. This will only apply to class two (2) and class three (3) vehicles.

**Relay Fees** - Shall mean charges for towing an impounded vehicle to a location other than a DeKalb County Government facility at the request of someone other than DeKalb County authorized personnel.

**Remittance Fee** - Shall mean the approved additional fee of \$18.00 per tow, which is to be charged and collected from all persons or entities receiving services under the resulting contract. Said remittance fee shall be submitted to DeKalb County Police Department.

**Standard Wrecker Calls** - Shall mean calls made by Authorized Personnel that require the use of a Standard Wrecker Contractor.

**Standard Wrecker Contractor(s)** - Shall mean the Successful Responder providing towing and wrecker services for vehicles having less than 6 wheels and vehicles without air brakes (i.e. cars, motorcycles, trucks and other similar vehicles.)

**Storage Area** - Shall mean an area for storage for towed vehicles and equipment within DeKalb County, Georgia or other pre-approved location within the metropolitan Atlanta area.

**Tow Management Company**- Shall mean a company that utilizes technology, a 24x365 dispatch center, and a 24x365 customer service call center to manage the full life cycle of all tow requests.

**Wrecker Service**- Shall mean the towing of vehicles and removal of wreckage resulting from service calls initiated by Authorized Personnel.

**Zoning Ordinances** - Written regulations and laws that define how property in specific geographic zones can be used. Zoning ordinances specify whether zones can be used for residential or commercial purposes, and may also regulate lot size, placement, bulk {or density) and the height of structures.

- C. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder’s technical proposal:

| <b>Required Documents</b>  | <b>Attachment</b> |
|--|-------------------|
| Proposal Cover Sheet   | A – page 27       |
| Contractor Reference and Release Form  | B – page 28       |
| Subcontractor Reference and Release Form<br>(make additional copies as needed) | C – page 30       |
| LSBE Documents – Exhibits A and B  | D – pages 31-39   |
| Exceptions to the Standard County Contract, if any                             | E – pages 40-57   |
| Responder Affidavit  | F – page 58       |
| First Source Jobs Ordinance (with Exhibits 1 – 4)                              | G – pages 59-62   |
| <b>Business License</b>  |                   |
| <b>Fee – Investigative Deposit</b>   |                   |
| <b>Copies of COL/CDL HAZMAT Licenses</b>                                       |                   |
| <b>Copy of FCC Certification</b>   |                   |
| <b>Verification of DOT Medical Exam</b>  |                   |
| <b>Financial Statements</b>  |                   |

- D. The services shall commence within thirty (30) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within 1,825 days for a total contract period of (5) years.

- E. The County reserves the right to make one (1) award or multiple awards.

## II. STATEMENT OF WORK

- A. The services under the resulting contract are to be rendered only upon request by DeKalb County Authorized Personnel. If services are rendered in response to requests directly from private citizens, Non-Authorized Personnel, then the terms, prices and conditions of the resulting contract shall not be applicable. The Successful Responder(s) shall not respond to the scene of an accident unless called to the scene by Authorized Personnel.
- B. The Successful Responder(s) shall furnish all labor force, required equipment and all things necessary for the extrication and removal of wrecked or disabled vehicles, or equipment from highways, roads street or other public thoroughfares or the proximity thereof to tow or otherwise transport such vehicles or equipment to such places as may be requested or directed within the boundary limits of DeKalb County.
- C. When requested, the County may authorize the Successful Responder(s) to remove large dead animals from public thoroughfares or proximity.
- D. County Direction of Work Areas and Monitoring of Work: At no time shall Successful Responder(s) begin any work without prior direction from the Authorized Personnel of the assigned work area. Successful Responder(s) shall perform the work required in a professional manner. The Authorized Personnel ordering the services reserves the right to monitor the work performed at the scene.
- E. Responder(s) Responsibilities:
  - 1. Responder(s) agrees to provide information relevant to its operation, and to allow inspection of its office and parking area by the DeKalb County Chief of Police or his delegated representative for purposes of proposal evaluation. Responder(s) further agree that, should it be awarded a contract it shall continue to provide the Chief of Police of the DeKalb County Police Department such information and access, as requested.
  - 2. Conflict of Interest - The Responder, affirms that it is not an employee or elected official of DeKalb County; that it has not by itself or through any person, officers, agents, or employees prevented or attempted to prevent by any means whatsoever competition, or by any means whatever prevented or endeavored to prevent anyone from making a proposal or induced or attempted to induce another to withdraw a proposal for this RFP.
  - 3. Referral of Body Shops - Under no circumstances shall the Successful Responder(s) or any of his/her employees recommend the name of any body or repair shop to any individual whose vehicle was towed in accordance with the resulting contract. Any Contractor or its employees, agent, or owner who violates this provision is subject to having the Contract terminated and the Performance Guarantee shall be retained by the County. Any employee of the Contractor who violates this provision is subject to having the resulting contract terminated.
  - 4. Responders shall submit proposal(s) that are complete, furnish all information requested, and provide details required by this Statement of Work (SOW). Failure

to comply may result in the proposal being deemed non-responsive or not considered.

5. In the event of interruption of service due to severe inclement weather or other disaster, the Successful Responder(s) shall be prepared to complete the work within sixty 60 minutes of receipt of call.

**F. Successful Responder Responsibilities:**

1. The Successful Responder(s) is solely responsible for the technique, which will be used to fulfill the terms of the SOW. Further, the Successful Responder(s) remains solely responsible for control and supervision of employees and subcontractors during the performance of the resulting contract.
2. Subcontractor - The Responder(s) shall submit with its proposal, a list of subcontractors including the name and address of all subcontracts that will perform work under the resulting contract. Upon award, the Successful Responder(s) shall submit said list to the Chief of Police. The Successful Responder(s) shall ensure that its subcontractors obey the same statutes, laws, executive orders, regulations, codes or consent standards governing the type of work performed.
3. Maintenance of Storage Area - At a minimum the storage area shall safely accommodate 500 passenger cars. This number of passenger cars requires a minimum of 4.5 acres for the storage area. The Large Wrecker Contractor(s) shall have a minimum of 2.0 acres of storage area. All storage areas must be secured against free entry and in such a way as to give security to the property entrusted to Contractor's care. If the storage area is an open area, it shall be totally enclosed by chain link privacy fencing, a minimum of six (6) feet in height with barbed wire across the top. This fence shall be maintained and kept in good repair at all times so as to discourage theft, damage or malicious mischief and the storage area shall be adequately lighted. Such area shall be paved or have sufficiently packed gravel surface to prevent problems in entry or exit during inclement weather. Areas North Central, Area South, Area East, and Area Tucker must have security with monitoring by company personnel at all times. The large Wrecker Contractor(s) shall have all security measures listed above with the exception of monitoring after normal business hours. Compliance with this requirement shall be determined by the Chief of Police.
4. Personnel - The Successful Responder(s) shall submit to the Chief of Police the name, address, and date of birth of all persons employed in the towing, recovery, or storage operation prior to employment and commencement of the resulting contract. Additionally, all owners and principals in the Successful Responder's business shall provide the same information and undergo a complete background investigation. If, in the opinion of the Chief of Police or his designee, any employee's background contains information that could be construed as presenting a possibility of loss or harm to the property or person in performing job duties under the resulting contract then the Successful Responder(s) will be notified that such employee is restricted from performing work under this contract. Notice in writing to the Chief of Police must be made of any change in personnel. In the event of new hires, during the performance of the resulting contract, the Successful Responder(s) shall submit the



same information for completion of the background investigation. Should the background investigation of the owners and principals reveal any information that the Chief of Polices construes as presenting a possibility of risk of loss or harm to the property or person, which may prevent the Responders from receiving award of the resulting contract, they shall be notified of such in writing. A DeKalb County issued picture identification shall be displayed on the person operating a wrecker under the resulting contract at all times.

5. The Successful Responder(s) shall be staffed with a sufficient number of qualified tow truck operators capable of responding within 20 minutes, to County's request for towing service 24 hours a day, seven days a week. There should be minimal delay on concurrent calls. Illness of employees, inability to contact qualified operators, out of service equipment and/or inadequate equipment will not be accepted as a justification for delay in response or damage to towed equipment.
6. The Successful Responder(s) is solely responsible for the safety of its employees. Successful Responder(s) shall take all necessary precautions for the safety of employees on the work and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.
7. The Successful Responder(s) shall furnish all necessary insurance, permits, licenses, transportation, supplies, apparatus, equipment, personnel, labor, supervision, project management, expertise, and all things necessary to perform services required in this RFP.
8. The Successful Responder(s) shall be responsible for obtaining any certifications, permits and licenses that may be required by his personnel to support tasks performed under this contract, including any associated fees.
9. Marking and Identification of Wrecker-Successful Responder(s) shall display in a conspicuous manner on each side of its wrecker's legible signage showing the name and telephone number of the business. Such signage shall be permanently affixed on each door, and shall be either professionally painted or manufactured decals.
10. Tickets - The Successful Responder(s) shall use pre-printed and pre- numbered tickets for the service under the resulting contract. In addition to any other information required by law, the following shall be indicated on the ticket:
  - a. Time call came from originating authority;
  - b. Arrival time of wrecker at location of the call;
  - c. Departure time from scene;
  - d. Arrival time at storage location;
  - e. Rate schedules;
  - f. and Cost of relay fees.
11. The Successful Responder(s) shall strictly adhere to the proper completion of these tickets.

12. Inventory at Scene and Contractor's Responsibility for Personal Property.

- a. The Successful Responder(s) shall be responsible and liable for all vehicles and property hauled, towed or stored under the resulting contract, including all equipment and contents thereof, and shall indemnify and hold harmless the County against all claims for damages to any vehicle and/or property hauled, towed or stored under the resulting contract.
- b. Towing - Avoiding Damage: In towing or transporting any vehicle in response to a call, Successful Responder(s) shall diligently avoid damaging the steering and suspension system, drive train, bumper, body, frame, or any other vehicle part. Successful Responder(s) shall be responsible for knowing and using proper methods to remove vehicles of various designs. Successful Responder(s) shall be responsible for negligent damage to any towed vehicle.
- c. The Successful Responder(s) shall perform all necessary services to ensure the safe towing of the vehicle including, but not limited to uncoupling and securing of drive shafts, securing lift forks on Commercial Refuse Trucks and securing broom and nozzle mechanisms on street sweepers.
- d. It will be the responsibility of the Successful Responder(s) prior to towing any vehicle from a scene to make an itemized inventory of property or clothing left in the vehicle placed in his/her care under the resulting contract.
- e. The investigating officer will check the inventory at the scene of towing and shall examine the vehicle and all inventoried items to ensure accuracy and approve the inventory by signing the list. The investigating officer shall receive a copy of the inventory at the scene and attach it to his/her report.
- f. The wrecker driver shall be responsible for listing any damage to the vehicle on the wrecker ticket or included in the inventory and initiated by the investigating officer after his inspection.
- g. It shall be the responsibility of the Successful Responder(s) to supervise the removal of all items from vehicles in his care and make an accurate description of these items on the ticket or on a document attached to the ticket. Anyone removing items from the vehicle must be required to sign for these items, acknowledging their receipt.
- h. The Successful Responder(s) shall be required to take all reasonable precaution to avoid damage to any evidence, such as fingerprints or stains. Vehicles taken into custody that involve evidence shall be stored in an area protected against entry by unauthorized person(s). Vehicles impounded by the Authorized Personnel for investigation shall not be released to the owners without the prior approval of the Authorized Personnel.

13. Successful Responder(s) shall not allow unescorted personnel on the storage lot(s).

14. Successful Responder(s) shall maintain an inventory of merchandise in every vehicle on the lot. At a minimum the inventory report shall include the following:
  - a. Date of tow and location from which the vehicle was removed.
  - b. Vehicle's owner's name, if known.
  - c. Vehicle make, year and model.
  - d. Vehicle serial or I.O. number.
  - e. Vehicle State tag number.
  - f. Description of condition of vehicle.
  - g. Date vehicle was reclaimed by owner.
  - h. Date vehicle was disposed of, if not reclaimed.
15. Successful Responder(s) shall enter impound vehicles into computer as soon as they arrive on the lot.
16. Successful Responder(s) shall allow vehicle owners to inspect impound vehicle before paying.
17. Successful Responder(s) shall allow insurance adjusters on lot with permission of vehicle owners (written or verbal).
18. Vehicles removed, towed, and stored under Basic Tow or impounded by order of the DeKalb County Authorized Personnel, will not be released to the owner except upon presentation of valid insurance and vehicle registration. Vehicles will only be released to the registered owner unless authorized by DeKalb County Authorized Personnel.
19. All private impounds made by the Successful Responder(s), which have been identified by Authorized Personnel as stolen, shall be the responsibility of the property owner who shall be charged the fees established in the resulting contract.
20. The Successful Responder's contract may be terminated by the County in the event services are not performed in accordance with the terms of the resulting contract. The County reserves the right to have the services performed by another Successful Responder and the initial Successful Responder of the designated Area of Service shall be liable for all costs to the County in excess of the contract price for the remaining portion of the contract. In case of termination of the resulting contract before completion of the Work, Successful Responder(s) shall remit payment to the County for towing and wrecker services provided through the effective date of termination as determined by the County.

**G. RESPONSE TIME:**

1. Areas North Central, South, East and Tucker shall be staffed on a 24-hour basis every day of the year. The Large Wrecker Contractor(s) shall be open between 8:30 a.m. and 5:00 p.m. (normal business hours) and will be available for calls 24 hours a day/365 days per year, including all holidays. All standard wrecker calls shall be responded to within twenty (20) minutes.

**All Large Wrecker calls shall be responded to within forty-five (45) minutes.**

2. Missed Service Calls: If the County schedules a service call, and Successful Responder(s) is denied access to a facility through no fault of its own, then Successful Responder(s) may invoice the County for a fixed "Missed Service Charge." Successful Responder(s) shall notify and allow the County a one (1) hour grace period in which to respond before leaving the job site. Successful Responder(s) shall validate that service was scheduled during the specified time by producing written documentation by either e-mail or faxed order for service from the County. Verbal communication between Successful Responder(s) and the County is not acceptable evidence of a missed service charge. Successful Responder can decline service until such request is provided in writing by Authorized Personnel.
3. The Successful Responder(s) of a designated area will be called by the Authorized Personnel for needed wrecker service in that area. If at the discretion of the Authorized Personnel, an additional wrecker service is needed, then another Successful Responder may be called for assistance. The Authorized Personnel originating the call, shall be the exclusive judge as to whether or not an additional wrecker service is required.

### III. FEES

1. Investigative Deposit- Responder(s) shall submit with each proposal, a non-refundable investigative deposit of \$200.00 for each service area proposed. This deposit shall be used to defray the cost of completing background investigations of Responder's personnel and facility reviews. Company checks, personal checks, or cash will NOT be accepted. The fee must be paid by certified check or cashier's check and said checks shall be made payable to DeKalb County, Georgia.
2. Performance Guarantee - The Successful Responder(s) shall be required to deposit with the County at the beginning of the contract the sum of **\$10,000.00**. Company checks, personal checks or cash will NOT be accepted. The performance guarantee must be paid by certified check or cashier's check. The County will retain this amount as a performance guarantee.
3. Fines for contract violations will be deducted from the performance guarantee as follows:
  - I. Schedule of Fines: Any failure to comply with the SOW, requirements, or terms and conditions of the resulting contract, shall constitute a violation of this contract. In the event of a violation(s) the Successful Responder shall receive a written warning for the first violation; any additional violations shall be fined as follows:
    - a. Second Violation - \$250.00 fine
    - b. Third Violation - \$500.00 fine
    - c. Fourth and subsequent Violation - \$1,000.00 fine
    - d. In the event of a fifth violation, the Successful Responder's performance shall be evaluated by the Police Department and the Department of Purchasing and Contracting for possible termination of the resulting contract.

4. The Successful Responder may be fined for violations that include, but are not limited to the following:
  1. response times greater than 20 minutes,
  2. violations of equipment requirements,
  3. non-remittance of fees to the County,
  4. violations of storage area requirements,
  5. violations of personnel requirements, etc.
  
5. After completion of the first year of performance, the Successful Responder(s) will be refunded a portion of Performance Guarantee. The Performance Guarantee shall be refunded in five (5) equal annual payments minus any fines that may have been deducted during that year of performance.
  
6. If the contract is terminated prior to the expiration of the contract, then the remaining Performance Guarantee will be refunded thirty days after date of Notice of Termination.
  
7. The Successful Responder(s) shall charge the public at rates not greater than those stipulated under the resulting contract for all the Standard Wrecker Calls initiated by Authorized Personnel. There shall be no deviation from these rates. Such rates shall be posted in the Successful Responder's place(s) of business on or before the contract award date in such a way as to be prominently displayed for the attention and information of claimants of vehicles under its care. Billings or statements of charges will have clearly printed rates applicable under this contract so that the claimant may verify such charges. All charges must be itemized.
  
8. Classifications and Rates for Vehicle/Trailer: The following vehicle/trailer classifications and rates have been established. Vehicles/trailers may only fall into one category and will be charged the appropriate fee. The fee established for class one vehicles has been calculated to reflect expenses entailed in compliance by the Successful Responder(s) with the provisions of O.C.G.A. Title 40 Chapter 11 Article 1A and 2.

a. Classification and Rates Chart:

| <b>Classifications</b>  | <b>Rates</b> |
|---|--------------|
| 1. Class One (1) Vehicles/Trailers - Vehicles equipped with up to, and including, four (4) wheels:  |              |
| a. Basic Tow (up to one hour on scene)<br>(Charge shall be pro-rated after first hour)              | \$107.00     |
| b. Pro-rated charge for additional time after one hour  | \$45.00      |
| c. If additional wreckers are needed at the scene, they will charge the same rate as the basic tow. | \$107.00     |

|  |          |
|--|----------|
| 2. Class Two (2) Vehicles/Trailers - Vehicles/Trailers equipped with six (6) wheels, but excluding those with airbrakes:   |          |
| a. Basic Tow (up to one hour on scene)<br>(Charge shall be pro-rated after first hour)   | \$132.00 |
| b. Pro-rated charge for additional time after one hour   | \$55.00  |
| c. If additional wreckers are needed at the scene, they will carry the same rate as the basic tow.   | \$132.00 |
| 3. Class Three(3) Vehicles/Trailers - Vehicles and Trailers equipped with airbrakes:   |          |
| a. Basic Tow (up to one hour on scene)<br>(Charge shall be pro-rated after first hour)   | \$232.00 |
| b. Pro-rated charge for additional time after one hour   | \$90.00  |
| c. If additional wreckers are needed at the scene, they will carry the same rate as the basic tow.   | \$232.00 |
| <b>Other Services:</b>   |          |
| 1. Services of Light Crane or A-Frame  |          |
| a. Minimum (1 hour)  | \$90.00  |
| b. Each additional hour  | \$55.00  |
| 2. Storage of Vehicles - Charges to begin 24 hours after tow   |          |
| a. Storage of four (4) wheel vehicles, motorcycles (per day)   | \$15.00  |
| b. Storage of six (6) wheel vehicles (per day).  | \$15.00  |
| c. Storage of vehicles equipped with airbrakes (per day)   | \$25.00  |
| 3. Additional Vehicles and Work Crews - If it becomes necessary for the wrecker service to hire a labor force and additional vehicles to recover a load, the following rates apply.  |          |
| a. Salary of work crews will not exceed double the minimum wage as set by the U.S. Department of Labor   |          |
| • 18 Foot Flatbed Truck (per day)  | \$80.00  |
| • 20 Foot Flatbed Truck (per day)  | \$90.00  |
| • Crane Truck (per hour)   | \$100.00 |
| <b>NOTE:</b> A basic tow does not include the recovery of an automobile from a position beyond the right-of-way or berm, or from being impaled upon any other object within the right-of-way or berm and non-rolling vehicles. |          |

- b. No additional charges may be charged for costs incurred. If a fee dispute arises, the DeKalb County Police Department will be responsible for determining what the proper fee should have been, and if an over charge was made, the Successful Responder(s) shall refund the difference to the party within three (3) business days of notification. The Chief of Police or his designee shall investigate all inquiries and disputes and has the authority to settle those arising from actions taken under the resulting contract. The decision of the Chief of Police or his designee shall be binding on Successful Responder(s).
9. DeKalb County Public Safety, Police Department, Fire Rescue Department (except fire trucks), Marshal's Office, and/or Sheriff's Office vehicles are to be towed at no cost to the County from the area in which the vehicle became disabled to the area designated by either the DeKalb County Public Safety, Police Department, Fire Rescue Department, Marshal's Office, and/or Sheriff's Office. The Successful Responder(s) shall be responsible for the towing of the DeKalb County Public Safety, Police Department, Fire Rescue Department, Marshal's Office, and/or Sheriff's Office vehicles in their respective areas. When a DeKalb County Public Safety, Police Department, Fire Rescue Department, Sheriff's Office, Marshal's Office, and/or Sheriff's Office is disabled outside of the County, it will be the responsibility of the Successful Responder in the area which the vehicle is assigned. Any DeKalb County Public Safety, Police Department, Fire Department, Marshal's or Sheriff's Office vehicle disabled in excess of thirty-five (35) miles from the nearest county line shall incur standard tow charges.
10. The Successful Responder will tow DeKalb County Public Safety, Police Department, Fire Rescue Department, Marshal's Office, and Sheriff's Office vehicles up to 1 ton trucks disabled in or near the Successful Responders' assigned area at no cost to the County to the area designated by the Police Department or Fire Rescue Department. In addition, no towing fee will be charged on any vehicles that have seizure papers filed against them and awarded to the DeKalb County Police Department. In the event a legal claim is filed on a vehicle, but not awarded, said towing fees will be the responsibility of the vehicle owner or lien holder.
11. The Successful Responder will tow Fleet Maintenance vehicles at the Classifications and Rates for Vehicle trailer stated above in this Section.
12. Calls for service initiated by DeKalb County Fleet Maintenance for Public Safety, Police Department, Fire Rescue Department, Marshal's Office and/or Sheriff's Office Vehicles in which the vehicle is not disabled on a roadway \_shall incur standard tow charges. It will be the responsibility of the Successful Responder in the area which the vehicle is assigned.

13. Invoices for wrecker service fees shall be billed according to the fees listed above. All DeKalb County Fleet Maintenance Department invoices should be sent to Fleet Maintenance to the following address:

Attention: Fleet Service Supervisor  
Fleet Maintenance Department  
5350 Memorial Drive  
Stone Mountain, Georgia 30083

14. Acceptance: If any legal claims are filed against the Successful Responder(s) for supervision, labor, material, skill, tools, instruments, equipment, damages and all things necessary for said work, then the County will not provide acceptance of work until Successful Responder(s) provides evidence that Successful Responder(s) has settled and satisfied every lawful claim against the Successful Responder( s).
15. The Successful Responder(s) administration fees, while complying with O.C.G.A. Title 40 Chapter 11 Article 1A and 2 shall not exceed one hundred twenty five dollars (\$125.00) for seven (7) days notification; one hundred seventy five dollars (\$175.00) for thirty (30) days notification plus cost of advertisements. The total charge of administration fees to a victim/owner by Successful Responder(s) on any one vehicle is three hundred dollars (\$300.00) plus cost of advertisement after thirty (30) days.
16. Administration fees and storage fees shall not accrue on impounded vehicles for other {in-state) Law Enforcement Agencies' vehicles recovered and impounded by DeKalb County contract wrecker companies until those agencies' case Detectives/Officers make notification to the victim/owner that their vehicle is impounded and inform them of the vehicle impound location.
17. All vehicles impounded by the DeKalb County Police Department and towed to Police Headquarters for police processing, and afterward towed to the Successful Responders storage area, shall be charged only one (1) basic tow fee.
18. In extraordinary situations, wherein a vehicle is impounded for legal processing, to process it as evidence or process evidence contained in the vehicle at the order of the Authorized Personnel, Successful Responder(s) shall grant a waiver of all fees to a victim/owner. Extraordinary situations are defined as cases such as, but not limited to homicide, kidnapping, rape, etc., wherein the Police Department is responsible for the impounded vehicle belonging to a victim/owner. This does not apply to stolen vehicles. All tow and storage fees apply when a victim/owner fails to receive a vehicle after the case Detective/Officer make notification of its recovery/impound. All tow and storage fees begin to accrue 24 hours after notification to the victim/owner has been made. Notification is defined as contact with the victim/owner by the investigating case Detective/Officer.
19. Upon written notice from the Chief of Police or his designee, the Successful Responder(s) shall release vehicles at no cost when wrongfully impounded by the Police or Sheriff's Office. The Successful Responder(s) will be compensated the amount of the basic tow (One Hundred Seven dollars - \$107.00) for wrongfully impounded vehicles, as determined by the Chief of Police or his designee. The compensation amount will be subtracted from the quarterly remittance accompanied by police investigative documentation.



20. In the event of a declaration of a "State of Emergency" issued by the Chief Executive Officer of DeKalb County or Governor, wrecker fees for vehicles impounded as a result of the emergency may be waived upon approval of the Governor or the Chief Executive Officer of DeKalb County. Once written notice from the Chief of Police or his designee is received, the Successful Responders shall release vehicles impounded as a result of the emergency at no cost. The Successful Responder shall furnish the Police Chief or his designee with an itemized list of vehicles and fees for each vehicle affected by the emergency. The itemized list and fees will be reviewed by the Chief of Police or his designee. Upon approval by the Chief of Police or his designee the Successful Responder shall be compensated by subtracting the total approved fees from the quarterly remittance.
21. Remittance Fee: Successful Responder(s) agrees to collect from all persons or entities receiving service under the resulting contract an additional \$18.00 per tow to be remitted to DeKalb County. DeKalb County reserves the right to increase or decrease this fee annually dependent upon the cost to DeKalb County 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 County on a quarterly basis made payable to the DeKalb County Director of Finance on the fifteenth (15th) day of the calendar month following the end of each fiscal quarter. The check should be mailed or delivered to:

DeKalb County Police Department Support Services Division  
Permit, Taxi, and Wrecker Unit  
3630 Camp Circle  
Decatur, Georgia 30032

A late payment fee shall be assessed for any amount owed to the County more than fifteen (15) days beyond the date such amount is due and shall accrue interest each day that such amount is not paid at the lower of the following rates:

- a. An annual rate equal to twelve percent (12%) per annum; or
  - b. The maximum rate permitted by applicable law.
22. Derelict and Abandoned Motor Vehicles: The County shall not be responsible to the Successful Responder(s) for any sum whatsoever, but that all monies paid the Successful Responder(s), pursuant to the terms of the resulting contract, shall be paid by the owner of the vehicle(s) removed and stored or by sums derived from a legal sale of such vehicles(s) to cover costs. Each vehicle is to stand as security only for the charges against that vehicle, and when such vehicle(s) is sold and does not bring as much as the charges against the particular vehicle, the Successful Responder(s) agrees to suffer the loss between the sale price and the charges against the particular vehicle. Any excess realized from the sale of a vehicle shall not be applied against any deficiency from the sale of another vehicle(s). The Successful Responder(s) agrees to abide by all present provisions and future to the Abandoned Motor Vehicles Act, codified in O.C.G.A. Title 40 Chapter 11 Article 1A and 2. and to provide a complete listing of all sale vehicles to the DeKalb County Police Department, ten (10) days prior to auction. This list shall include a complete description of all vehicles, including tag and VIN numbers, as well as a copy of the affidavit for foreclosure of lien document numbers.

- a. Derelict and abandoned motor vehicle removal, storage and disposition shall be in accordance with all laws.
  - b. Abandoned Vehicles: Contractor shall complete and submit all applicable administrative information pertaining to the impoundment and disposition of abandoned vehicles in accordance with the O.C.G.A. Title 40 Chapter 11 Article 1A and 2.
  - c. Contractor shall impound said vehicles in a secure area for a period as required by O.C.G.A. Title 40 Chapter 11 Article 1A and 2.
23. Option to Audit: Successful Responder(s) shall be required to maintain complete records during the life of the contract and for a period of one year after contract expiration. Such records are to be made available to the County upon written request, and shall be audited by the designated County auditing staff. If such audits reveal overcharges and/or undercharges, such shall be adjusted and compensation made by either party to correct charges.

#### **IV. FAILURE TO PERFORM**

If the contract terms and conditions are not met, the County reserves the right to procure services covered by the contract from an alternate source.

#### **V. REQUIREMENTS AND QUALIFICATIONS**

1. Successful Responder(s) shall be fully staffed and properly equipped to commence work within thirty (30) days of acknowledgement of notice to proceed.
2. Responder(s) shall have been in wrecker service business in the United States of America for a minimum of three (3) years at the time proposal is submitted. Responder(s) shall submit a copy of the company's valid business license with the technical proposal.
3. All equipment utilized by the Successful Responder(s) in the performance of any resulting contract shall be based in DeKalb County.
4. Successful Responder(s) shall have storage area, impound lot, and office in DeKalb County, Georgia at time proposal is submitted.
5. The Successful Responder(s) shall maintain, in good operating condition, the following minimum number and size of wreckers for each area they are awarded for the duration of the resulting contract.
  - a. Five (5) Flat Bed Wreckers
  - b. Two (2) Small Winch Equipped Wreckers
  - c. One (1) Medium Duty Wreckers
6. Each wrecker shall be required to carry a set of service items, which includes but is not limited to fire extinguishers, chain ropes, blocks, skid chains, dollies, stop light, proper emergency lights or flare, flashers, flood lights, hand tools, lockout tools, shovels, axes, wrecking bars, brooms and other tools and needs for lifting, extricating, and righting of wrecked vehicle equipment and removal from thoroughfare by towing or carting for on the scene work.

7. Each wrecker shall carry a broom and the wrecker driver or his assistant shall be required to sweep up and remove broken glass or other debris; and shall treat with absorbent and remove minor oil, fuel, hydraulics, or other spills when a vehicle is removed from a County street or public right-of-way or property, thus leaving said street, right-of-way, or property in a condition safe for vehicular and pedestrian traffic. Removing all debris from the street is part of the Contractors obligation. When directed by the DeKalb County Public Safety, Police Department, Fire Rescue Department, and/or Sheriff's Office to remove materials from a street which is part of load being trucked over the thoroughfare, the Successful Responder(s) may remove, or subcontract for the removal, the material as directed and charge the vehicle owner at the rate(s) approved by DeKalb County Board of Commissioners for such removal.
8. Each Successful Responder shall have available at any given time eight (8) drivers (six (6) drivers cross-trained (COL HAZMAT) and two (2) drivers must be CDL HAZMAT qualified at all times). In the event a Successful Responder(s) is awarded two (2) contract areas, then the minimum staffing must be maintained for each awarded area of service.
9. The Successful Responder(s) for areas Large Wrecker North and Large Wrecker South shall have, in good operating condition, at all times the following minimum number and size of wreckers and towing equipment:
  - a. Four (4) tandem Wreckers/Equipment
  - b. Forklift (At least one(I))
  - c. Bobcat Tractor (At least one (I))
  - d. Air Bags (At least one (1) complete set)
  - e. Any equipment necessary for recovery work (At least one (1) complete set).
10. Should one Large Wrecker company be awarded two (2) contract areas, minimum equipment and personnel must be maintained for each service area.
11. Each wrecker shall be equipped with two-way radio communications between the wrecker and the Successful Responder's main office(s). Such radio communications must be licensed to the Successful Responder(s) under certificate of the Federal Communications Commission (FCC).
12. The Successful Responder(s) will be allowed to receive calls on the DeKalb County Public Safety, Police Department, Fire Rescue Department, and/or Sheriff's Office Radio Communications System.
13. The Successful Responder(s) will also be allowed to receive calls from the Authorized Personnel via cell phones.

14. Office and Storage Area

- a. Successful Responder(s) shall ensure that its office and storage are in compliance with all DeKalb County Zoning Ordinances.
- b. Successful Responder(s) shall maintain an office facility to conduct business, which is also able to accommodate the public. Areas North Central, South, East and Tucker shall be staffed on a 24-hour basis everyday of the year.
- c. Such facility must be maintained properly, will be clean and presentable at all times, with a customer waiting area and adequate restrooms.
- d. The facility shall be subject to inspection by the DeKalb County Chief of Police or his designee at any time. Failure to properly maintain facilities may be cause for contract termination.

**VI. PROPOSAL FORMAT**

Responders are required to submit their proposals in the following format:

**A. Technical Proposal**

**DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.**

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and **"Request for Proposals No. 21-500571 for Towing and Wrecker Services"** on the outside of each envelope or box.
2. Responder shall complete Attachment A, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. Technical Approach:
  - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein; and
  - b. Responders shall provide a detailed description of the process utilized to dispatch and respond to wrecker calls.
4. Project Management:
  - a. Describe how the project will be organized and managed; and
  - b. Describe the process for entering and tracking impounded vehicles; and
  - c. Include the anticipated use of subcontractors or vendors; and
  - d. Describe the resources necessary to accomplish the Statement of Work.
5. Personnel:
  - a. Provide detailed resumes of staff/drivers who will be directly working on the project; and
  - b. Include any outside personnel, such as subcontractors to include the name and address; and

6. Organizational Qualifications:
  - a. Describe Responder's experience, capabilities and other qualifications for this project; and
  - b. Provide detailed information regarding Respondent's Office, Storage Area (including pictures) and provide a detailed list of the inventory of wreckers and towing equipment; and
  - c. How many years has Responder operated under current company name? and
  - d. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
  - e. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).
  - f. Responder shall provide five (5) references for whom you have held towing contracts that are similar in size and scope. (You may only list DeKalb County as a reference once, regardless if multiple departments are being serviced, if applicable).
  - g. Responder shall identify all proposed subcontractors that will be performing work under the proposed contract, using the Subcontractor Reference and Release Form; and
  - h. Responder must provide three (3) references for each proposed subcontractor.
7. Provide the following information: Are you a DeKalb County Firm? Yes/No.

**B. DeKalb First Ordinance**

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact our LSBE Program representatives, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov) or (404) 371-4770.

### **C. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance**

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program, which is a part of Attachment E, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment F, be completed and submitted with responder's proposal.

## **VII. CRITERIA FOR EVALUATION**

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Technical Approach to the Project (20 points)
- B. Project Management (15 points)
- C. Personnel (20 points)
- D. Organizational Qualifications (25 points)
- E. Local Small Business Enterprise Participation (10 points)
- F. References (5 points)
- G. Financials (5 points)
- H. Optional Interview (10 points) – bonus
- I. Optional Inspection and Tour of Proposer's facilities (10 points) – bonus

## **VIII. CONTRACT ADMINISTRATION**

### **A. Standard County Contract**

The attached sample contract is the County's standard contract document (see Attachment F), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

### **B. Submittal Instructions**

**One (1) original Technical Proposal stamped "Original" and five (5) compact discs or flash drives with each containing an identical copy of the Technical Proposal must be submitted to the following address no later than 3:00 p.m. on April 5, 2021.**

DeKalb County Department of Purchasing and Contracting  
The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 21-500571 for Towing and Wrecker Services" on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the proposal due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

### **C. Pre-Proposal Conference**

A mandatory pre-proposal conference will be held at 11:00 AM a.m. on **March 11, 2021** via Zoom <https://dekalbcountyga.zoom.us/j/5831787579>. Interested responders are **required** to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference and site visit, please contact Jennifer Schofield via email at [jjshofield@dekalbcountyga.gov](mailto:jjshofield@dekalbcountyga.gov).

### **D. Questions**

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to **Jennifer Schofield**, via email to [jjshofield@dekalbcountyga.gov](mailto:jjshofield@dekalbcountyga.gov) no later than close of business on **March 19, 2021**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

### **E. Acknowledgment of Addenda**

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responders may contact Jennifer Schofield via email to [jjshofield@dekalbcountyga.gov](mailto:jjshofield@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, [www.dekalbcountyga.gov/formalbids](http://www.dekalbcountyga.gov/formalbids).

### **F. Proposal Duration**

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

## **G. Project Director/Contract Manager**

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

## **H. Expenses of Preparing Responses to this RFP**

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

## **I. Georgia Open Records Act**

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

## **J. First Source Jobs Ordinance**

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment G, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's proposal.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.worksourcedekalb.org](http://www.worksourcedekalb.org) or 404-687-3400.

## **K. Business License**

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy



of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

#### **L. Ethics Rules**

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

#### **M. Right to Audit**

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

#### **N. Cooperative Procurement**

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

## IX. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

The County reserves the right to conduct optional interviews with all responders or a short-listed group of responders. The Evaluation Committee may award a maximum of ten (10) points to each interview responder. If the County determines that it is in the best interest to develop a short-list of responders for interview, it shall be based on the following calculation:

Highest Responder Score – Interview Points = Short-Listed Score

Example: 91-10=81. Any responder with a score of 81 or greater would be interviewed.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The County reserves the right to conduct an inspection and tour of the proposer's facilities as part of the evaluation process.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS,  
TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.**

Sincerely,

---

Jennifer Schofield  
Procurement Agent  
Department of Purchasing and Contracting

Attachment A: Proposal Cover Sheet  
Attachment B: Contractor Reference and Release Form  
Attachment C: Subcontractor Reference and Release Form  
Attachment D: LSBE Opportunity Tracking Form & Exhibits  
Attachment E: Sample County Contract  
Attachment F: Responder Affidavit  
Attachment G: First Source Jobs Ordinance Information with Exhibits 1 - 4  
Attachment H: County Ordinances  
Attachment I: Area Maps  
Attachment J: 2020 Towing Usage

**ATTACHMENT A  
PROPOSAL COVER SHEET**

**NOTE:** Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

|   |  |                 |          |
|---|--|-----------------|----------|
| Company Name  |  | Federal Tax ID# |          |
| Complete Primary Address  | County   | City            | Zip Code |
| Mailing Address (if different)  | City   | State           | Zip Code |
| Contact Person Name and Title   | Telephone Number (include area code)   |                 |          |
| Email Address   | Fax Number (include area code)   |                 |          |
| Company Website Address   | Type of Organization (check one)<br><input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture<br><input type="checkbox"/> Proprietorship <input type="checkbox"/> Government |                 |          |
| <p>Proposals for 21-500571 and Towing and Wrecker Services described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on April 5, 2021 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section VIII.B.</p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p> |  |                 |          |
| <p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>  |  |                 |          |
| Authorized Representative Signature(s)  |  | Title(s)        |          |
| Type or Print Name(s)   |  | Date            |          |

**ATTACHMENT B  
CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least five (5) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation. **NOTE: DeKalb County may only be utilized as one (1) reference.**

|   |                                      |
|---|--------------------------------------|
| Company Name                                      | Contract Period                      |
| Contact Person Name and Title                     | Telephone Number (include area code) |
| Complete Primary Address (include City and State) | Email Address                        |
| Project Name, Description and Contract Value:     |                                      |

|   |                                      |
|---|--------------------------------------|
| Company Name                                      | Contract Period                      |
| Contact Person Name and Title                     | Telephone Number (include area code) |
| Complete Primary Address (include City and State) | Email Address                        |
| Project Name, Description and Contract Value:     |                                      |

|   |                                      |
|---|--------------------------------------|
| Company Name                                      | Contract Period                      |
| Contact Person Name and Title                     | Telephone Number (include area code) |
| Complete Primary Address (include City and State) | Email Address                        |
| Project Name, Description and Contract Value:     |                                      |

|   |                                      |
|---|--------------------------------------|
| Company Name                                      | Contract Period                      |
| Contact Person Name and Title                     | Telephone Number (include area code) |
| Complete Primary Address (include City and State) | Email Address                        |
| Project Name, Description and Contract Value:     |                                      |

|   |                                      |
|---|--------------------------------------|
| Company Name                                      | Contract Period                      |
| Contact Person Name and Title                     | Telephone Number (include area code) |
| Complete Primary Address (include City and State) | Email Address                        |
| Project Name, Description and Contract Value:     |                                      |

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Proposer)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT C  
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

|                               |                                      |       |          |
|-------------------------------|--------------------------------------|-------|----------|
| Company Name                  | Contract Period                      |       |          |
| Contact Person Name and Title | Telephone Number (include area code) |       |          |
| Complete Primary Address      | City                                 | State | Zip Code |
| Email Address                 | Fax Number (include area code)       |       |          |
| Project Name                  |                                      |       |          |

|                               |                                      |       |          |
|-------------------------------|--------------------------------------|-------|----------|
| Company Name                  | Contract Period                      |       |          |
| Contact Person Name and Title | Telephone Number (include area code) |       |          |
| Complete Primary Address      | City                                 | State | Zip Code |
| Email Address                 | Fax Number (include area code)       |       |          |
| Project Name                  |                                      |       |          |

|                               |                                      |       |          |
|-------------------------------|--------------------------------------|-------|----------|
| Company Name                  | Contract Period                      |       |          |
| Contact Person Name and Title | Telephone Number (include area code) |       |          |
| Complete Primary Address      | City                                 | State | Zip Code |
| Email Address                 | Fax Number (include area code)       |       |          |
| Project Name                  |                                      |       |          |

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature of Proposer)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D**

**DEKALB FIRST LSBE INFORMATION  
WITH EXHIBITS A – B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)  
ORDINANCE**

|   |
|---|
| Percentage of LSBE Participation Required |
| 20% of Total Award                        |

| Certification Designation        | Request For Proposals (RFP) |
|----------------------------------|-----------------------------|
| LSBE Within DeKalb (LSBE-DeKalb) | Ten (10) Preference Points  |
| LSBE Outside DeKalb (LSBE-MSA)   | Five (5) Preference Points  |
| Demonstrated GFE                 | Two (2) Preference Points   |

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and

responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”.) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.



**EXHIBIT A  
SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE  
PARTICIPATION  
OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME  
BIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: **21-500571**

TITLE OF UNIT OF WORK – **Towing and Wrecker Services**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
 LSBE-DeKalb     LSBE-MSA
  
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: \_\_\_\_\_.
  
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

\_\_\_\_\_

\_\_\_\_\_

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit B”.

|  |  |
|--|--|
| Name of Company  |  |
| Address  |  |
| Telephone  |  |
| Fax  |  |
| Contact Person   |  |
| Indicate certification status and attach proof of certification:<br>LSBE-DeKalb/LSBE-MSA |  |
| Description of services to be performed  |  |
| Percentage of work to be performed   |  |

|                 |  |
|-----------------|--|
| Name of Company |  |
| Address         |  |

|  |  |
|--|--|
| Telephone  |  |
| Fax  |  |
| Contact Person   |  |
| Indicate certification status and attach proof of certification:<br>LSBE-DeKalb/LSBE-MSA |  |
| Description of services to be performed  |  |
| Percentage of work to be performed   |  |

|  |  |
|--|--|
| Name of Company  |  |
| Address  |  |
| Telephone  |  |
| Fax  |  |
| Contact Person   |  |
| Indicate certification status and attach proof of certification:<br>LSBE-DeKalb/LSBE-MSA |  |
| Description of services to be performed  |  |
| Percentage of work to be performed   |  |

|  |  |
|--|--|
| Name of Company  |  |
| Address  |  |
| Telephone  |  |
| Fax  |  |
| Contact Person   |  |
| Indicate certification status and attach proof of certification:<br>LSBE-DeKalb/LSBE-MSA |  |
| Description of services to be performed  |  |
| Percentage of work to be performed   |  |

Please attach additional pages, if necessary.

**EXHIBIT A, CONT'D**  
**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

|    | Yes | No | Description of Actions  |
|----|-----|----|---|
| 1. |     |    | Prime Contractors shall attend a <b>MANDATORY LSBE Meeting</b> in person or via video conference within two-weeks of advertisement of the solicitation.   |
| 2. |     |    | Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.  |
| 3. |     |    | Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.   |
| 4. |     |    | Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 5. |     |    | Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.  |
| 6. |     |    | Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.  |
| 7. |     |    | For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.   |
| 8. |     |    | Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):   |

Please explain all "no" answers above (by number):

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program Representatives, contact our LSBE Program representatives, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov) or (404) 371-4770.

**EXHIBIT A, CONT'D**  
**BIDDER/PROPOSER STATEMENT OF COMPLIANCE**

**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF  
PARTICIPATION  
OPPORTUNITY TRACKING FORM**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

**1. Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
  - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
  - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified

applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer:

\_\_\_\_\_  
(Authorized Signature and Title Required) Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

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

**EXHIBIT B**  
**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**  
**PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

**To:** \_\_\_\_\_  
**(Name of Prime Contractor Firm)**

**From:** \_\_\_\_\_  **LSBE –DeKalb**  **LSBE –MSA**  
**(Name of Subcontractor Firm)** **(Check all that apply)**

**RFP Number:** 21-500571

**Project Name:** Towing and Wrecker Services

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

| Description of Materials or Services | Project/Task Assignment | % of Contract Award |
|--------------------------------------|-------------------------|---------------------|
|                                      |                         |                     |
|                                      |                         |                     |
|                                      |                         |                     |

**Prime Contractor**

**Sub-contractor**

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

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

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

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

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

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

**ATTACHMENT E**  
**SAMPLE COUNTY CONTRACT**



**AGREEMENT FOR PROFESSIONAL SERVICES**

**DEKALB COUNTY, GEORGIA**

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the [Pronoun for Contractor] shall provide \_\_\_\_\_ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

**ARTICLE I. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**ARTICLE II. PAYMENT**

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of \_\_\_\_\_ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:  
DeKalb County, Georgia  
Attention: "USER DEPARTMENT"

\_\_\_\_\_  
\_\_\_\_\_

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalblsbe.info](http://www.dekalblsbe.info). Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at [www.dekalblsbe.info](http://www.dekalblsbe.info)

### **ARTICLE III. STATEMENT OF WORK**

The Contractor agrees to provide all \_\_\_\_\_ services in accordance with the County's Request for Proposals (RFP) No. XX-XXXXXX for \_\_\_\_\_, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

### **ARTICLE IV. GENERAL CONDITIONS**

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with

County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any

Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000
    - (3) Employer's liability insurance by disease, each employee \$1,000,000
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
  - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:  
\$5,000,000 per occurrence  
\$5,000,000 aggregate

2. Additional Insured Requirement:
  - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
  - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
  - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be **issued** to:  
**DeKalb County, Georgia**  
**Director of Purchasing & Contracting**  
**The Maloof Center, 2<sup>nd</sup> Floor**  
**1300 Commerce Drive**  
**Decatur, Georgia 30030**
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **County Representative** The County may designate a representative through whom the will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the shall be made only upon itemized bill submitted to and approved by said representative.

N. **\_\_\_\_\_ 's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed.

The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

T. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the County:**

Chief Executive Officer  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to: Acting Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to: Director of the Finance Department  
1300 Commerce Drive  
Decatur, Georgia 30030

**If to the Contractor**

\_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the



[SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ **by Dir.**(SEAL)  
Signature MICHAEL L. THURMOND

\_\_\_\_\_ Name (Typed or Printed) Chief Executive Officer  
DeKalb County, Georgia

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

\_\_\_\_\_ Federal Tax I.D. Number

\_\_\_\_\_ Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_ Signature BARBARA H. SANDERS, CCC, CMC

\_\_\_\_\_ Name (Typed or Printed) Clerk of the Chief Executive Officer  
and Board of Commissioners of  
DeKalb County, Georgia

\_\_\_\_\_ Title

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_ Department Director

\_\_\_\_\_ County Attorney Signature

\_\_\_\_\_ County Attorney Name (Typed or Printed)

SAMPLE

APPENDIX I

“Excerpts from the Contractor’s  
Response to the County’s Request  
for Proposals (RFP) No. XX-XXXXXX”

**APPENDIX II**

SAMPLE

**ATTACHMENT B**

**Contractor Affidavit under O.C.G.A. §13-10-91**

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 DEKALB COUNTY 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 Term 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. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

DeKalb County Georgia Government

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
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:  
\_\_\_\_\_

# ATTACHMENT C

## Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor 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 under a contract with \_\_\_\_\_ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA 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 Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

DeKalb County Georgia Government  
\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
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:

**ATTACHMENT D**

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

DeKalb County Georgia Government

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
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: \_\_\_\_\_

**ATTACHMENT E  
CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_ (hereinafter referred to as the “\_\_\_\_\_”), an \_\_\_\_\_ organized and incorporated to do business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

\_\_\_\_\_;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Secretary)

SAMPLE



**ATTACHMENT F  
RESPONDER AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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, as amended].

\_\_\_\_\_  
Responder's Name

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
BY: Authorized Officer or Agent

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

\_\_\_\_\_  
Identification Number

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

\_\_\_\_\_  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



ATTACHMENT G

D. FIRST SOURCE ACKNOWLEDGEMENT FORM

First Source Jobs Ordinance Acknowledgement

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

- 1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_
3. How many work hours per week constitutes Full Time employment? \_\_\_\_\_

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov



**ATTACHMENT G  
EXHIBIT 2**

**E. NEW EMPLOYEE TRACKING FORM**

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)**

If so, the approximate number of employees you anticipate hiring:

\_\_\_\_\_

| <b>Type of Position(s) you anticipate hiring:</b><br>(List position title, one position per line)<br><br><b>Attach job description per job title:</b> | <b>The number you anticipate hiring:</b> | <b>Timeline</b> |
|---|--|-----------------|
|   |  |                 |
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|   |  |                 |
|   |  |                 |
|   |  |                 |



ATTACHMENT G  
EXHIBIT 3

**F. BUSINESS SERVICE REQUEST FORM**

Please complete this form for each position that you have available.

**DATE:**

**FEDERAL TAX ID:**

**COMPANY NAME:**

**WEBSITE:**

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**TITLE:**

**CONTACT E-MAIL ADDRESS:**

**CONTACT PHONE:**

Are you a private employment agency or staffing agency?  YES  NO

**JOB DESCRIPTION:** *(Please include a copy of the Job Description)*

**POSITION TITLE:** \_\_\_\_\_

**NUMBER OF POSITIONS AVAILABLE:** \_\_\_\_\_ **TARGET START DATE:** \_\_\_\_\_

**WEEKLY WORK HOURS:** 20-30 hours  30-40 hours  Other  \_\_\_\_\_

**SALARY RATE (OR RANGE):** \_\_\_\_\_ **SPECIFIC WORK SCHEDULE:** \_\_\_\_\_

PERM  TEMP  TEMP-TO-PERM  SEASONAL

**PUBLIC TRANSPORTATION ACCESSIBILITY:** YES  NO

**SCREENINGS ARE REQUIRED:** YES  NO  **SELECT ALL THAT APPLY:**

CREDIT CHECK  DRUG  MVR  BACKGROUND  OTHER \_\_\_\_\_

**HOW TO APPLY:**

\_\_\_\_\_  
\_\_\_\_\_

Please return form to: [jbblack@dekalbcountyga.gov](mailto:jbblack@dekalbcountyga.gov)

| DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY   |                                 |
|--|---------------------------------|
| <b>TYPE:</b> <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX) | <b>SYSTEM ENTRY DATE:</b> _____ |
| <b>ASSIGNED TO:</b> _____  | <b>DATE:</b> _____              |



**ATTACHMENT G  
EXHIBIT 4**

**G. EMPLOYMENT ROSTER  
DeKalb County**

Contract Number: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

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

| Name | Position: | Start Date | Hourly Rate of Pay | Hired for this Project? (yes/no) | Anticipated Length of Employment (Months) | % of Time Dedicated to the Project | Full or Part Time? (No. of Hours) | Georgia County of Residency |
|------|-----------|------------|--------------------|----------------------------------|---|------------------------------------|-----------------------------------|-----------------------------|
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |
|      |           |            |                    |                                  |   |                                    |                                   |                             |

**ATTACHMENT H  
COUNTY ORDINANCES**

<https://sftp.dekalbcountyga.gov/f/03b3914af44e89b2>

**ATTACHMENT I**  
**DESCRIPTION OF SERVICE AREAS AND MAPS**





## **AREA EAST (East Precinct)**

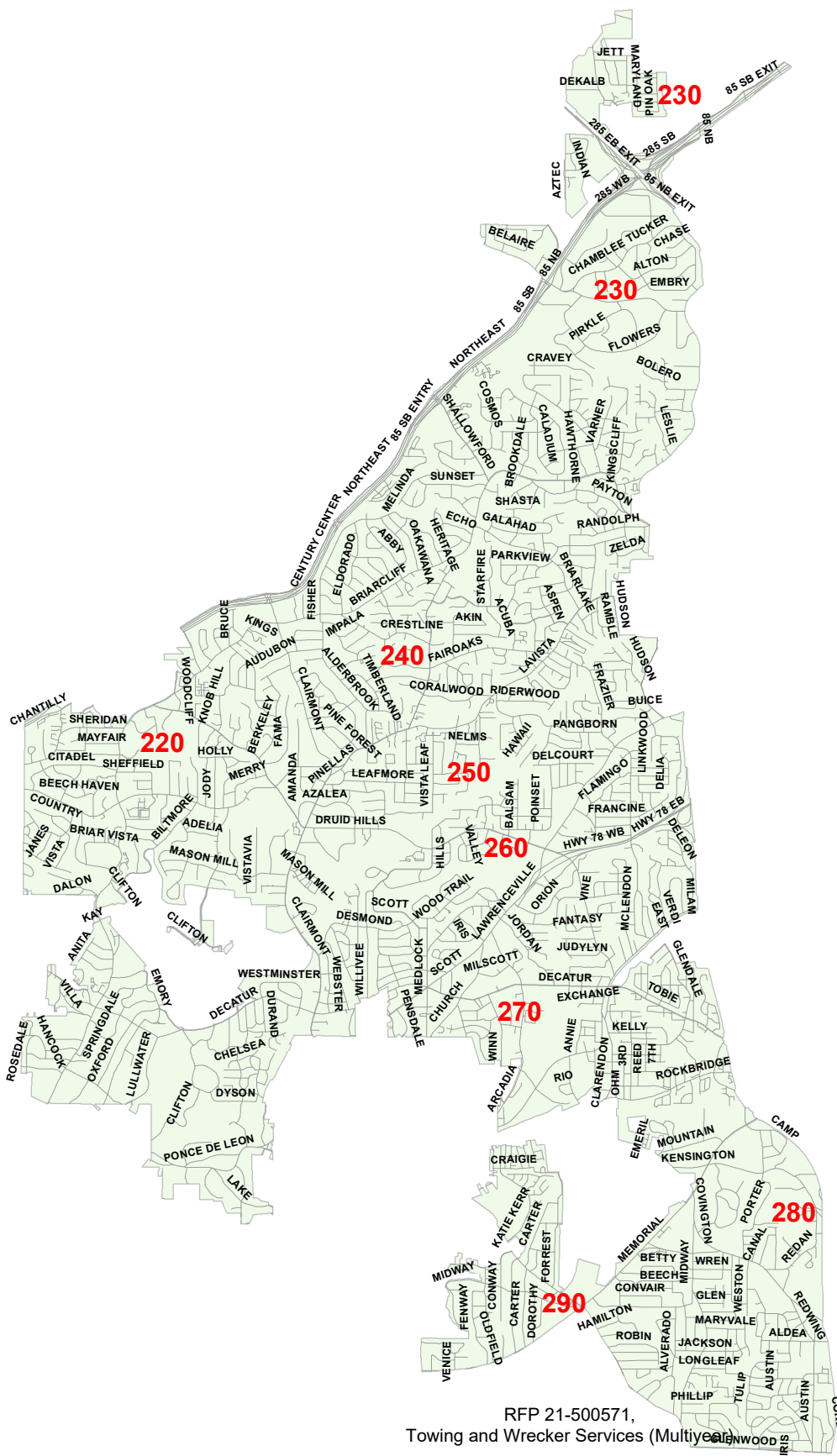
- The north end of East Precinct will be Covington Hwy from Wesley Chapel Road to Panola Road.
- North on Panola Road to Redan Road.
- East on Redan Road to South Stone Mountain Lithonia Road.
- East on South Stone Mountain Lithonia Road to South Deshon Road.
- North on South Deshon Road to Stephenson Road.
- North on Stephenson Road back South Deshon Road.
- North on North Deshon Road to North Deshon Road.
- North on North Deshon Road to the Gwinnett County Line.
- The east end of East Precinct will be the Gwinnett and Rockdale County Lines.
- The south end of East Precinct will be the Henry and Clayton County Lines.
- The west end of East Precinct will be from Snapfinger Road at the Clayton County line north to Wesley Chapel Road.
- North on Wesley Chapel Road to Covington Hwy.

East Precinct will handle all calls bordering Tucker Precinct with the exception of Covington Hwy.



# DeKalb County

## North Central Precinct



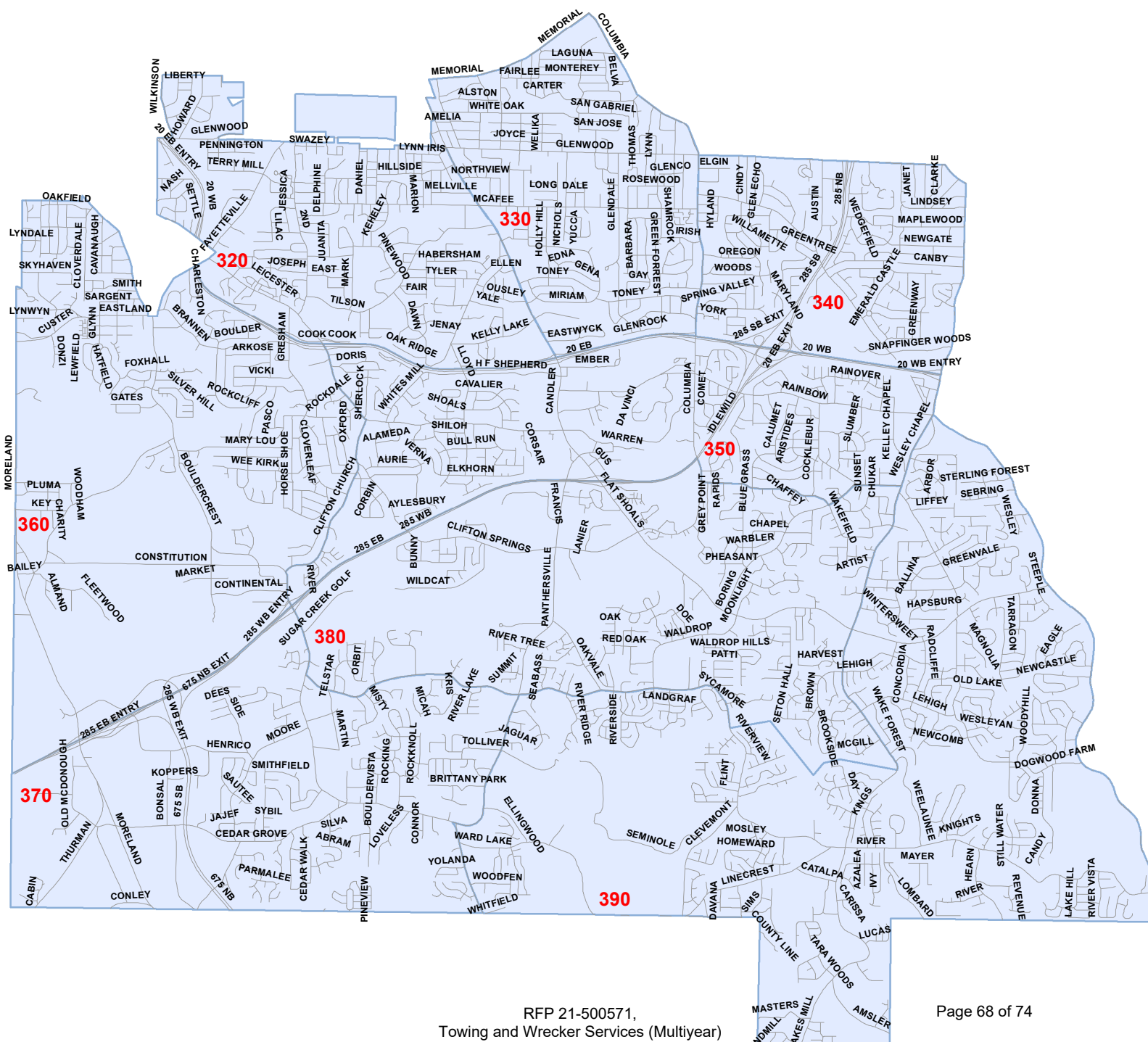
## **AREA NORTH CENTRAL (North Central Precinct)**

- The north and west end of North Central Precinct ends at the cities of Atlanta, Brookhaven, Chamblee and Doraville.
- The east boundary will be south on I-285 from the City of Doraville to Henderson Road and continue to Brockett Road.
- The east boundary continues west on Hwy 78 from Brockett Road to I-285.
- South on I-285 to Glenwood Road.
- The south end of North Central Precinct will run west on Glenwood Road to Columbia Drive.
- North on Columbia Drive to Memorial Drive
- West on Memorial Drive to the City Limits of Atlanta
- The West boundary for the North Central Precinct ends at the cities of Atlanta and Decatur.



# DeKalb County

## South Precinct



## **AREA SOUTH (South Precinct)**

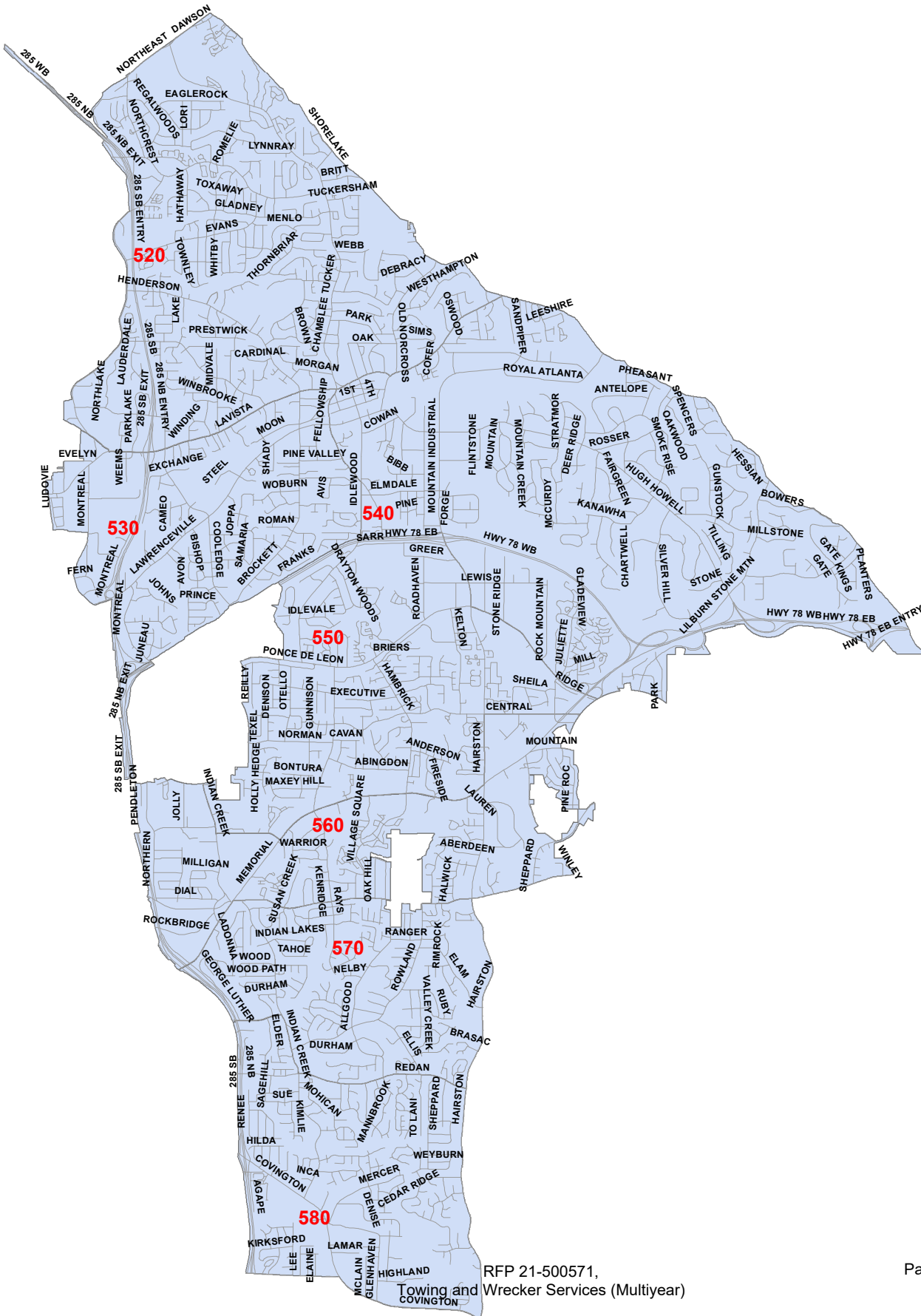
- The north end of South Precinct will be Memorial Drive from the Atlanta and Decatur City limits and continued east to Columbia Drive.
- South on Columbia Drive to Glenwood Road
- East on Glenwood Road to Covington Hwy.
- East on Covington Hwy to Wesley Chapel Road
- The east end of South Precinct will be Wesley Chapel Road from Covington Hwy and continue south to Snapfinger Road.
- South on Flakes Mill Road to the County line.
- The south end of South Precinct will be the Clayton County line.
- The west end of South Precinct will be the Atlanta City limits.

South Precinct will handle all calls bordering Center, East and Tucker Precinct with the exception of the portion of Covington Hwy from Glenwood Road to Wesley Chapel Road.



# DeKalb County

## Tucker Precinct





## **AREA TUCKER (Tucker Precinct)**

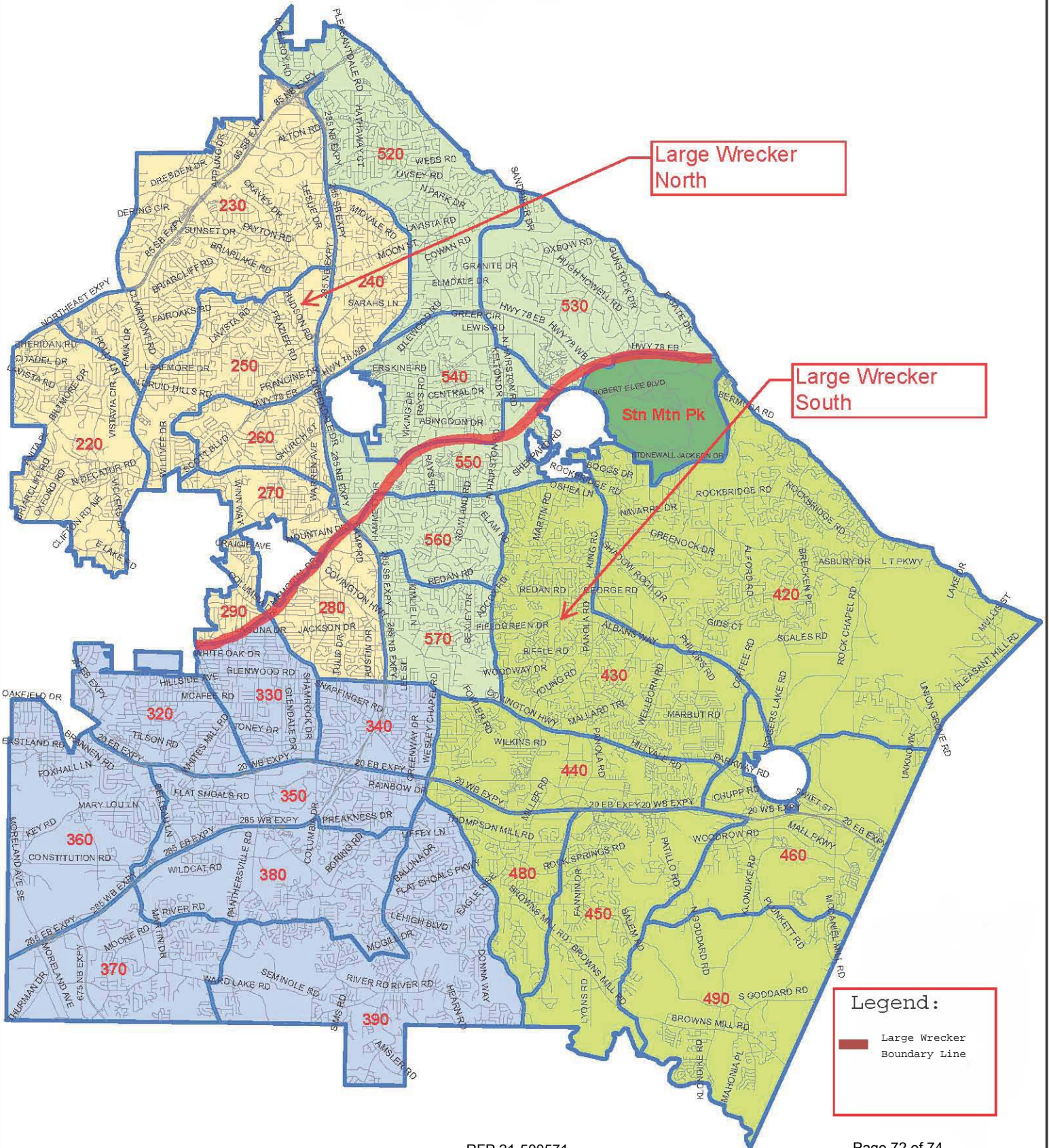
- The north end of Tucker Precinct starts at Evans Road at Henderson Mill Road and continues east to Chamblee Tucker Road.
- East on Chamblee Tucker Road to Pleasantdale Road, North on Pleasantdale Road to Britt Road, east to the Gwinnett line.
- The east end of Tucker Precinct follows the Gwinnett County line from Britt Road south to North Deshon Road.
- South on North Deshon Road continuing onto South Deshon Road to Stephenson Road.
- South on Stephenson Road to South Deshon Road a second time.
- South on South Deshon Road to South Stone Mountain Lithonia Road
- West on South Stone Mountain Lithonia Road to Redan Road
- West on Redan Road to Panola Road.
- South on Panola Road to Covington Hwy.
- The south end of Tucker Precinct starts at Covington Hwy at Panola Road and continues west to Glenwood Road.
- West on Glenwood Road to I-285.
- The west end of Tucker Precinct goes from Glenwood Road at I-285 and continues north on I-285 to Hwy 78.
- Tucker Precinct will also handle all calls on Covington Hwy that border South and East Precincts.
- Hwy 78 east to Brockett Road.
- North on Brockett Road to Henderson Road and ends at Henderson Mill Road.
- North on Henderson Mill Road to Evans Road.

Tucker Precinct will handle all calls on I-285 from Hwy 78 to Glenwood Road.



# DeKalb County

## Large Wrecker North and South Areas



Large Wrecker North

Large Wrecker South

**Legend:**

- Large Wrecker
- Boundary Line



## **Large Wrecker North and South**

- Large Wrecker North - The Large Wrecker North area consists of all the area of the County north of Memorial Drive and the westernmost side of Hwy 78.
- Large Wrecker South - The Large Wrecker South area consists of all that area of the County south of Memorial Drive to the easternmost side of Hwy 78

**ATTACHMENT J  
2020 Towing Usage**

|   | <b>Jan</b>   | <b>Feb</b>   | <b>Mar</b>   | <b>Apr</b> | <b>May</b> | <b>Jun</b>   | <b>Jul</b>   | <b>Aug</b>   | <b>Sep</b>   | <b>Oct</b>   | <b>Nov</b>   | <b>Dec</b>   | <b>Totals</b> |
|---|--------------|--------------|--------------|------------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| <b>Vehicle Registrations (Impounded Vehicles)</b> | <b>1,708</b> | <b>1,682</b> | <b>1,403</b> | <b>945</b> | <b>792</b> | <b>1,209</b> | <b>1,444</b> | <b>1,404</b> | <b>1,529</b> | <b>1,716</b> | <b>1,520</b> | <b>1,516</b> | <b>16,868</b> |
| <b>Release Notifications (Impounded Vehicles)</b> | <b>1,081</b> | <b>1,038</b> | <b>438</b>   | <b>499</b> | <b>332</b> | <b>338</b>   | <b>392</b>   | <b>366</b>   | <b>332</b>   | <b>178</b>   | <b>461</b>   | <b>412</b>   | <b>5,867</b>  |