Lumpkin County, Georgia

Planning Department

November 21, 2014

Agenda Item:

County vehicle towing contract(s)

Item Description:

Award a contract(s) for the towing of disabled vehicles owned by Lumpkin County.

Facts & Historical Information:

From time to time Lumpkin County has need for a wrecker service to tow county owned vehicles. In the past towing has been done on a case by case basis with no set price and no contract. The county used wreckers on the rotation list which ensured that the wrecker service used had appropriate insurance and qualifications. The Wrecker rotation list was rescinded effective 12/31/2014. In order to insure wrecker services meet insurance and qualification requirements and to set pricing for the towing of county owned vehicles, staff had released a RFP to prequalify one or more wrecker services and set a contracted price for towing of county owned vehicles. Proposals for this service are due to the county by December 15th and staff will review the proposals and have a recommendation for the BOC at the regular meeting.

Potential Courses of Action:

Potential actions are:

1. Contract with a wrecker service(s) to haul county owned vehicles.
   Pros:
   - Reduces county liability for the towing of county owned vehicles
   - Allows for a known price for each tow.

   Cons:
   - Requires county to go through the contracting process
2. Continue on a case by case basis.
   Pros:
   - No upfront work required to produce contracts

   Cons:
   - Does not provide any protection to the county
   - Since the rotation list ordinance is rescinded, there will be no mechanism to determine if wrecker services meet county requirements for providing services to the county.

Budget Impact:

Contracting will allow the county to have a set price for the towing of vehicles.

Staff Recommendation:

The recommendation of the Staff is that contracts be issued through a competitive RFP for the towing of county owned vehicles. Attached is the RFP for the towing of county owned vehicles.

LUMPKIN COUNTY BOARD OF COMMISSIONERS
REQUEST FOR PROPOSALS #2014-020
FOR
WRECKER SERVICES FOR THE TOWING OF COUNTY OWNED VEHICLES

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Monday, December 15, 2014 no later than 2:00 PM

LUMPKIN COUNTY BOARD OF COMMISSIONERS
ATTENTION: PATTI JO HOLDER, PURCHASING DIRECTOR
99 COURT HOUSE HILL, SUITE D
DAHLONEGA, GA 30533

RFP #2014-020 RFP WRECKER SERVICES FOR THE TOWING OF COUNTY OWNED VEHICLES

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

REQUEST FOR PROPOSAL

THE LUMPKIN COUNTY BOARD OF COMMISSIONERS IS SOLICITING PROPOSALS FROM QUALIFIED VENDORS TO PROVIDE WRECKER SERVICES BOTH INSIDE AND OUTSIDE THE BOUNDARIES OF LUMPKIN COUNTY FOR THE TOWING OF COUNTY OWNED VEHICLES. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND SERVICES NECESSARY IN THE PERFORMANCE OF THIS RFP.

PROPOSALS WILL BE RECEIVED BY LUMPKIN COUNTY BOARD OF COMMISSIONERS, PURCHASING DEPARTMENT, 99 COURTHOUSE HILL, SUITE D, DAHLONEGA, GEORGIA 30533 UNTIL 2:00 PM EST ON DECEMBER 15, 2014. LATE PROPOSALS WILL NOT BE CONSIDERED NOR RETURNED. PROPOSALS WILL BE FORMALLY ACCEPTED AND ACKNOWLEDGED AT THE COUNTY ADMINISTRATION BUILDING BY STAFF PERSONNEL.

THE PROPOSAL DOCUMENTS AND SPECIFICATIONS ARE AVAILABLE FOR INSPECTION AT THE LUMPKIN COUNTY PURCHASING DEPARTMENT, 99 COURTHOUSE HILL, SUITE D, DAHLONEGA, GEORGIA; PHONE 706-482-2655 OR FAX 706-482-2201.

PROPOSALS MAY NOT BE WITHDRAWN FOR NINETY (90) DAYS AFTER THE TIME AND DATE SET FOR CLOSING, EXCEPT AS ALLOWED BY OCGA. LUMPKIN COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY TECHNICALITIES.

RFP DOCUMENTS ARE AVAILABLE AT THE LUMPKIN COUNTY, GEORGIA WEBSITE: WWW.LUMPKINCOUNTY.GOV.

1.0 INTRODUCTION

1.1 Purpose of Procurement

The Lumpkin County Board of Commissioners is soliciting proposals from qualified vendors to provide towing services both inside and outside the boundaries of Lumpkin County for the towing of county owned vehicles.

1.2 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), Lumpkin County certifies that the use of competitive sealed bidding will not be practical or advantageous to the County in completing the acquisition described in this document.

The Owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received and to accept the proposal which, in the Owner's sole judgment, is in the Owner's own best interests. The Owner shall have the right to accept any proposal.

1.3 Schedule of Events

This Request for Proposals shall be governed by the following schedule:

DATE	ACTIVITY
November 19, 2014	Release of RFP
December 8, 2014 11:00 AM	Mandatory Pre-Bid
December 10, 2014 12:00 PM	Deadline for written questions to be submitted to Purchasing Agent
December 11, 2014 12:00 PM	Answers to written questions posted to website: www.lumpkincounty.gov
December 15, 2014 2:00 PM	**Proposals Due**

1.4 Restrictions on Communications

From the issue date of this RFP until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any County staff or elected officials except: 1) through the Purchasing Agent named herein, 2) at the Pre-Proposal Meeting (if applicable to proposal) or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

1.5 Pre-Proposal Meeting

A pre-proposal meeting will be held on Monday, December 8, 2014 at 11:00 AM at the Lumpkin County Administration Building, Conference Room, 99 Courthouse Hill, Dahlonega, GA 30533. It is highly recommended vendors bring subject matter experts to this meeting.

1.6 Questions & Addenda

All questions concerning this RFP **must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 12:00 pm, EST on December 10, 2014. The Inquiries must be directed to:

Patti Jo Holder, Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
pattijo.holder@lumpkincounty.gov
Fax (706) 482-2201

No response to inquiries other than written will be binding upon the County. Lumpkin County reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposals. Addenda shall be posted to the county website, www.lumpkincounty.gov, no later than December 9, 2014, at 12:00 PM. A signed copy of any addenda shall accompany submitted qualifications proposals. Proposers are advised to check the website for addenda before submitting their Proposals.

1.7 Definition of Terms

BOC - Lumpkin County Board of Commissioners

OCGA - Official Code of Georgia Annotated (State Statute)

Proposer - Respondent to this Request for Proposals

Contractor - The successful respondent to this Request for Proposals, after being placed under contract with the County.

RFP - Request for Proposals

Contract Documents – The Contract Documents are defined as all Drawings, Specifications, Bulletins, Agreement Forms and Addenda issued through the completion of the project including, but not limited to: Bidder's Certification, SAVE, E-Verify or Exemption Affidavit.

1.8 Contract Term

The contract between the County and the Contractor shall become effective upon signing and shall remain in force for one year beginning January 1, 2015 and ending December 31, 2015, or until notice of termination in writing is given by the other party as provided herein. Lumpkin County reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this proposal.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract.

1.9 Bonds

Bid Bonds	Not required of this project
Performance Bonds	Not required of this project
Payment Bonds	Not required of this project

Information regarding bonds to be furnished (if required) is stated in the 6.0 Terms and Conditions section of this bid document, 6.26 "Bid Bonds, Performance Bonds & Payment Bonds".

1.10 Exception to RFP

Each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Proposer's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken **must** be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this RFP. If the proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the proposer's solution, must be explained in detail.

The County welcomes innovative suggestions and recommendations from Contractors that will ensure a 100% successful service approach.

2.0 SCOPE OF WORK

Lumpkin County Government owns approximately 190 fleet vehicles. The County desires to contract with a vendor that can provide towing services to any make or model in the county's current fleet of vehicles. Vendors must be able to provide services both inside and outside the boundaries of Lumpkin County. All vehicles shall be towed back to the Fleet Maintenance Facility, located at 1636 Red Oak Flats Road, Dahlonega, Georgia 30533, unless otherwise directed by County representative.

The County currently uses an on call system to provide these services and at the time of this RFP is under no contract to any vendor.

The County's objective is to utilize competitive pricing to obtain these services through a vendor on a contractual basis.

The selected vendor will provide all equipment (or hardware specifications/requirements), personnel and documentation required for the services described in this RFP.

At minimum, requirements for Towing of County Owned Vehicles will include:

Vendors must be able to accommodate the following:

- Various types of vehicles
- Ability to be called at any hour during a 24 hour time period

- Ability to provide stranded motorist's transportation to the Fleet Maintenance Facility
- All costs for the service must be itemized and provide a total cost of services.
- Vendor must be able to provide service at multiple times if needed.
- Meet the Insurance requirements described in this document.

Vendors are encouraged to present solutions for this RFP that best suits the overall needs of Lumpkin County.

3.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given.

3.1 Proposal Requirements

a. A transmittal letter that states the Proposal is submitted in response to **RFP Wrecker Services and Towing of County Owned Vehicles Project # 2014-020".** Letter must be signed by a person authorized to enter into a contractual agreement on behalf of the submitting firm. Name, title, email address and phone number shall be included for a contact person.

b. Completed Pricing Proposal that addresses all elements of the Scope of Work referenced in Section 2 of this RFP.

c. Qualifications Information requested in Section 4 of this RFP.

d. Evidence of Insurance.

e. Bidder's Certification

f. SAVE Affidavit

g. E-Verify Affidavit or Exemption Affidavit

h. W-9

i. Signed Addendum (if any)

3.2 Pricing Proposal

The pricing proposal is to provide Lumpkin County with detailed information on how your company charges for the materials and services needed. Pricing should include normal fees associated with the performance of the service specified, including materials, supervision, labor, transportation, delivery, and related costs. The proposal pricing should clearly set forth the basis for fees to be charged.

The Pricing Proposal must be signed by an authorized individual/officer of the firm along with company name and address and printed name of authorized individual/officer.

The Pricing Proposal must be submitted as a separate, sealed package.

RFQ # 2014-020 WRECKER SERVICES FOR THE TOWING OF COUNTY VEHICLES

VENDOR'S FINANCIAL PROPOSAL

I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign the Financial Proposal.

	CATEGORY	TYPE SERVICE REQUIRED	COST
1	Vehicles, Trucks and Trailers Damaged or undamaged up to 4 wheels	Basic Tow Job (including first 10 miles and one hours service on site)	
		Basic Flatbed Charge (including first 10 miles and one hour service on site)	
		Each additional mile (after first 10 miles)	
		Charge per hour (at scene of wreck after first hour)	
		Over turned vehicles off the roadway extra charge	
		Winching for off the roadway vehicles	
2	Vehicles, Trucks and Trailers Damaged or undamaged up to 6 wheels	Basic Tow Job (including first 10 miles and one hours service on site)	
		Basic Flatbed Charge (including first 10 miles and one hour service on site)	
		Each additional mile (after first 10 miles)	
		Charge per hour (at scene of wreck after first hour)	
		Over turned vehicles off the roadway extra charge	
		Winching for off the roadway vehicles	
3	Vehicles, Trucks and Trailers Damaged or undamaged greater than 6 wheels	Basic Tow Job (including first 10 miles and one hours service on site)	
		Basic Flatbed Charge (including first 10 miles and one hour service on site)	
		Each additional mile (after first 10 miles)	

		Charge per hour (at scene of wreck after first hour)	
		Over turned vehicles off the roadway extra charge	
		Winching for off the roadway vehicles	
4	Use of Additional Wreckers	Vehicles, Trucks and Trailers damaged or undamaged up to 4 wheels	
		Vehicles, Trucks and Trailers damaged or undamaged up to 6 wheels	
		Vehicles, Trucks and Trailers Damaged or undamaged greater than 6 wheels	
5	The use of dollies, flatbeds and cranes	Vehicles, Trucks and Trailers damaged or undamaged up to 4 wheels	
		Vehicles, Trucks and Trailers damaged or undamaged up to 6 wheels	
		Vehicles, Trucks and Trailers Damaged or undamaged greater than 6 wheels	
6	Cancellation of wrecker services	Fee the vendor can charge if services are cancelled after a wrecker has physically connected to a vehicle.	

Exceptions to Bid Specifications (attach a separate sheet if necessary)

_____

_____

_____

The undersigned agrees that the bid price above is the full cost for the mid mount broom, FOB destination to the Lumpkin County Shop located at 1636 Red Oak Flats Road, Dahlonega, GA.

_____ _____

Company Name Date

_____ _____

Printed Name Authorized Signature

4.0 QUALIFICATIONS INFORMATION

Qualifications information together shall not exceed 20 pages. Provide the following qualifications information:

a. Company or Individual Background / Project Approach
   i. Resumes of key personnel proposed to participate in the project including education background and employment history.
   ii. Company background and history
   iii. Describe your project approach to achieve a high quality product or service and successful project outcome.
b. Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.
   i. If a public company, include a recap of the most recent audited financial report.
   ii. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.
c. Business Litigation
   i. Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.
d. A complete list of all relevant work performed for public entities within the last five (5) years, including contact names and telephone numbers.
e. Copies of manufacturer installer certificates (if applicable to RFP). Contractors must be certified resellers of the products they provide and install.
f. As the above items are to be considered in selection of the Contractor, submission of this information shall be binding on the Contractor and shall not be changed without agreement in writing from the Owner.

5.0 PROPOSAL SUBMISSION AND EVALUATION

5.1 Process for Submitting Proposals

5.1.1 Preparation of Proposal

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Contractor should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

5.1.2 Packaging of Proposal

Mark the outside of the shipping package as follows:

Project#2014-020-RFP WRECKER SERVICES AND TOWING OF COUNTY OWNED VEHICLES

Failure to properly label the OUTSIDE of the shipping container may result in disqualification.

Inside the shipping container, the proposal in response to this RFP must be divided into **two separate** and appropriately **labeled** and **sealed** packages Qualifications Proposal and a Pricing Proposal. The inner packages shall be labeled with the submitting firm's name.

1. The contents of the sealed, inner package labeled **"Qualifications Proposal"** will include an original and three (3) copies of each of the following:

    - Transmittal letter referenced under Section 3.1 of this RFP
    - Bidder's Certification
    - SAVE Affidavit
    - E-Verify Affidavit or Exemption Affidavit
    - W-9
    - All qualifications information referenced under Section 4 of this RFP
    - Proof of Insurance
    - Signed Addendum (if any)

2. The contents of the sealed, inner package labeled **"Pricing Proposal"** will include an original and three (3) copies of each of the following:

    - Completed Pricing Proposal

<u>Do not include price information of any kind in the Qualifications Proposal</u>

5.1.3 Submission of Proposals

Proposals will be received by the Lumpkin County Purchasing Agent until 2:00 PM on December 15, 2014. The original and three (3) copies must be mailed, hand-delivered, or express mailed to:

Patti Jo Holder, Purchasing Agent
Lumpkin County Finance Department
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

<u>Any submission received after the due date and time will not be evaluated.</u>

NOTE: Many express mail services do not guarantee overnight delivery times to Lumpkin County. Any proposal received after 2:00 PM on December 15, 2014, will not be opened.

5.2 Evaluation Process

The evaluation of proposals received on or before the due date and time will be conducted as follows:

5.2.1 Administrative Review

The proposals will be reviewed by the Purchasing Agent for the following administrative requirements:

1. Submitted by deadline
2. Separately sealed Qualifications Proposal and Pricing Proposal
3. All required documents have been submitted
4. Qualifications Proposal does not include any pricing information
5. All documents requiring an original signature have been signed and are included

5.2.2 Mandatory Requirements Review

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 3.0 are addressed satisfactorily.

5.2.3 Qualifications Proposal Evaluation

Proposals which pass the Mandatory Requirements Review will then be evaluated based on the qualification factors. Qualifications information will be scored as follows and may receive a maximum of one hundred (100) points.

Company Background	10
Financials	5
Litigation	5
Personnel Qualifications	15
Relevant Work/Experience	20
Project Approach/ Understanding	25
Pricing	20
Total Points	100

5.2.4 Pricing Proposal Evaluation

The Pricing Proposals from bidders not eliminated during the mandatory requirements review will then be reviewed to determine which proposal results are most beneficial to the County.

5.2.5 Oral Presentations

The County reserves the right to invite Proposers to present their qualifications.

5.2.6 Selection of Proposal

Upon completion of the evaluation process, the Board of Commissioners will select the proposal that is in the best interest of Lumpkin County.

5.3 Rejection of Proposals/Cancellation of RFP

Lumpkin County reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is also within the right of the County to reject submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFP at any time. The County will not be liable for any cost/losses incurred by the Contractors throughout this process.

6.0 TERMS AND CONDITIONS

6.1 RFP Amendments

The County reserves the right to amend this RFP prior to the proposal due date. All addenda and additional information will be posted to the County website at www.lumpkincounty.gov prior to 5:00 PM on December 9, 2014. It is the Proposer's responsibility to check the website for addenda before submitting a Proposal. All signed addenda shall be included in the Qualifications Proposal.

6.2 Agreement and Project Forms

The Agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien and change order form(s) shall be used.

6.3 Proposal Withdrawal

A submitted proposal may be withdrawn prior to the due date by a signed written request to the Purchasing Director.

6.4 Cost for Preparing Proposals

The cost for developing the proposal is the sole responsibility of the Proposer. The County will not provide reimbursement for such costs.

6.5 Conflict of Interest

If a Proposer has any existing client relationship that involves Lumpkin County, the Proposer must disclose each relationship.

6.6 Contractor Selection

Lumpkin County reserves the exclusive right to determine which Proposer should be awarded the Contract. The County also reserves the right to reject any or all bids at its discretion with or without cause.

6.7 Negotiations with Apparent Winner

Prior to award, the apparent winning Proposer will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the Contractor's proposal.

The County reserves the right to negotiate modifications and costs with the successful Proposer provided that no such modifications affect the evaluation criteria set forth herein.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the County.

6.8 Taxes

Lumpkin County is exempt from taxes; however the Contractor shall pay all taxes required of him by law. Lumpkin County cannot exempt others from tax.

6.9 Compliance with Laws

The Contractor will comply with all State and Federal laws, rules, and regulations.

6.10 Cancellation for Cause

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

6.11 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

6.12 Rejection of Submissions/Cancellation of Request for Proposals

Lumpkin County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of Lumpkin County. It is also within the rights of Lumpkin County to reject proposals that do not contain all elements and information requested in this document. Lumpkin County reserves the right to cancel this Request for Proposals at any time. Lumpkin County will not be liable for any cost/losses incurred by the Contractors throughout this process.

6.13 Non-discrimination

Lumpkin County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

6.14 Payment

Payment terms and invoicing requirements shall be as defined by the Agreement form. See Section 6.2 of this RFP for more information on the Agreement form.

6.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide insurance coverage not less than amounts stated in this document.

1. The Contractor further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and

employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this RFP.

2. The Contractor shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.

3. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.

4. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub Contractors and any persons employed by the sub Contractor.

5. The Contractor and all sub Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

6. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

6.16 Project Coordination

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

6.17 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor. The Contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

6.18 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that Contractor shall have the right to retain copies of the same.

6.19 News Releases by Contractor

As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the County. All proposed news releases shall be routed to the Lumpkin County Purchasing Director for review and approval.

6.20 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The COUNTY and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia**.**

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

6.21 Drug Free Workplace

By submission of a Proposal, the Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

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

2. Each Contractor who hires a sub Contractor to work in a drug-free work place shall secure from that sub Contractor the following written certification:

3. As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

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

6.22 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

6.23 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

6.24 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County’s obligations under said contract(s).

6.25 Documents Deemed Part of Contract

All Contract Documents issued by the Owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the proposer or contractor, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the Owner.

6.26 Bid Bonds, Performance Bonds & Payment Bonds (if required)

A five percent (5%) Bid Bond, a one hundred percent (100%) Performance Bond, and/or a one hundred percent (100%) Payment Bond shall be furnished to Lumpkin County if stated as required in Paragraph 1.9 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

BIDDER'S CERTIFICATION

WRECKER SERVICES FOR THE TOWING OF COUNTY OWNED VEHICLES

PROJECT# 2014-020-RFP

Date of Proposal_____

I certify that this Proposal is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Bidder Information
(Type or Print)

_____
Name of Company

_____
Address

_____
City, State, & Zip Code

_____
Phone Number

_____
Fax #

_____
Tax ID Number

OR

Name and Mailing Address
(Where to Send Payment)

_____
Name of Company

_____
Address

_____
City, State, & Zip Code

_____
Phone Number

_____
Email Address

_____
Social Security Number

Name & Title of Person Authorized to Sign

_____
Name

_____
SIGNATURE

_____
Title

Sworn to and signed before me, a Notary Public, this _____ day of _____, in the year _____.

Notary Public in and for the county of _____, State of _____.

Notary Public Signature and Seal:_____

My Commissioner Expires:_____

Proposals or Bids not signed shall be declared as "Non-Responsive" and may not be considered for award.

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is https://e-verify.uscis.gov/enroll/

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Patti Jo Holder
Lumpkin County Purchasing Agent
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
Fax: (706) 482-2201
Email: pattijo.holder@lumpkincounty.gov

LUMPKIN COUNTY BOARD OF COMMISSIONERS
SAVE Affidavit
(Systematic Alien Verification for Entitlements)

Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e) (2)], I am stating the following:

_____ I am a United States citizen; or

_____ I am a legal permanent resident of the United States*; or

_____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

*****Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is: _____

At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.

****

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia and face criminal penalties as allowed by such criminal statute.

_____

Applying on behalf/Name of associated business

_____

Signature of Applicant Date

_____

Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20___

_____ [NOTARY SEAL]

Notary Public
My Commission Expires: _____

***NOTE:** O.C.G.A. 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8U.S.C., as amended, provides their alien registration number. Because legal permanent residents are included in theFederal definition of "alien", legal permanent residents must also provide their alien registration number.

[Page 1 of 2]

SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2
[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

INDICATE AND ATTACH A COPY OF THE DOCUMENT (front and back)

☐ United States passport or passport card
☐ United States military identification card
☐ Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
☐ Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
☐ Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

☐ Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color and address to enable the identification of the bearer.

☐ Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

☐ Passport issued by a foreign government
☐ Free and Secure Trade (FAST) card
☐ NEXUS card
☐ United States Permanent Resident Card or Alien Registration Receipt Card
☐ Employment Authorization Document that contains a photograph of the bearer.
☐ Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
☐ Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

E-Verify Affidavit

Georgia Security & Immigration Compliance (GSIC) Act

(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

The Lumpkin County Board of Commissioners and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with the Lumpkin County Board of Commissioners has registered with and is participating the federal work authorization program known as "E- Verify", web address https://e-verify.uscis.gov/enroll/* operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], *in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91*. The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Lumpkin County Board of Commissioners of the hiring a new subcontractor and will provide Lumpkin County Board of Commissioners with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by Lumpkin County Board of Commissioners at any time and to provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the subcontractor(s) is retained to perform such services.

_____

E-Verify Employment Eligibility Verification User Identification Number

_____

Date of Authorization to Use Federal Work Authorization Program

_____

NAME OF CONTRACTOR

_____

Title of Authorized Officer or Agent of Contractor

_____

Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____DAY OF_____, 20_____

_____

Notary Public

My Commission Expires: _____

** As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. Sec. §13-10-91. Hist**ory:** Original Rule entitled "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.*

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize 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. § 13-10-90.

_____
Signature of Exempt Private Employer

_____
Printed Name of Exempt Private Employer

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

Executed on _____ 201_ in _____(city), _____and (state)

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___DAY OF _____, 201___

_____
NOTARY PUBLIC

My Commission Expires: _____