



THE UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY (ACCUG)

DATE: February 2, 2021
TO: Towing Companies
SUBJECT: **RFP #01029 WRECKER SERVICES STANDARD DUTY**

You are invited to submit a proposal to provide standard duty wrecker services, for the Unified Government of Athens Clarke-County Police Department.

Inquiries regarding proposals should be made to Jessica Beri, Purchasing Administrator, or Toro Holt, Senior Buyer, (706) 613-3068, fax: (706) 613-1975 or accbids@accgov.com. Technical questions may be directed to Sergeant Laura Lusk, ACCUG Police Department at (706) 613-3330, fax: (706) 613-3860 or email: Laura.Lusk@accgov.com.

Attached hereto is the Request for Proposal (RFP) instruction document. The written requirements contained in this (RFP) shall not be changed or superseded except by written addendum from the Unified Government of Athens-Clarke County Purchasing Division of the Finance Department. Failure to comply with the written requirements for this proposal may result in rejection of the proposal by the Unified Government of Athens-Clarke County.

One (1) USB Flash drive with a copy of the Proposal WITHOUT Pricing and One (1) Separately Sealed paper copy of section V-D Price Proposal Schedule, and attachments must be submitted. Proposals are to be sealed, marked with the offeror's name and address and labeled, "**RFP #01029 WRECKER SERVICES STANDARD DUTY**" and delivered to:

The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, Georgia 30601

Not later than **3:00 P.M. ET, THURSDAY FEBRUARY 25, 2021**

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal opening date. Please call (706) 613-3088 for more information. This service is in compliance with the Americans with Disabilities Act (ADA).

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m. E.T., Monday through Friday, excluding holidays observed by the Unified Government of Athens-Clarke County.

The Unified Government of Athens-Clarke County reserves the right to reject any and all proposals, to waive any technicalities or irregularities, and to award the contract based on the highest and best interest of the Unified Government of Athens-Clarke County.

TABLE OF CONTENTS

SECTION TITLE

I REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS

II REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES

III SCOPE OF SERVICES

A. INTRODUCTION AND PURPOSE

B. GENERAL REQUIREMENTS

C. ADDITIONAL REQUIREMENTS

D. DEFINITIONS

E. SPECIFIC TASKS

IV SELECTION PROCESS AND EVALUATION CRITERIA

V MANDATORY PROPOSAL FORMS

A: PROPOSAL FORM

B: ADDENDA ACKNOWLEDGEMENT

C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT
CONTRACTOR AFFIDAVIT & AGREEMENT

D: PRICE PROPOSAL SCHEDULE

(Must be submitted in a separately sealed envelope)

VI OPTIONAL FORMS

A: BID LIST APPLICATION – should be submitted prior to the bid submission. If you have never registered to do business with ACCUG

VII DOCUMENTS CHECK LIST

ATTACHMENT A: WHAT YOUR BUSINESS NEEDS TO KNOW ABOUT GEORGIA'S E-VERIFY REQUIREMENTS

ATTACHMENT B: CHAPTER 6-15. WRECKER SERVICES FOR POLICE-INITIATED TOWS*

SECTION I - REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS

ALL PROPOSALS RECEIVED WILL BECOME A PART OF THE OFFICIAL CONTRACT FILE AND MAY BE SUBJECT TO DISCLOSURE.

A complete signed proposal must include the documents listed below:

PROPOSAL FORMAT: Offerors are expected to examine the specifications, price schedule, and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. *The proposal and price schedule must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the offeror.*

All proposals received will become a part of the official contract file and may be subject to disclosure.

PROPOSAL FORMAT: All proposals should include the information outlined below and **in the following order:**

1. **Cover Letter:** A brief cover letter of introduction and interest.
2. **Table of Contents:** Including all sections and subsections.
3. **Business Information:** State the full name and address of your organization and the branch office or other subordinate element that will perform the services described in this proposal. Include telephone number, point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate.
4. **Qualifications and Experience:** Include an organization chart and summary resumes of key personnel proposed for the project, including designations of the team leader, the consultant responsible for design, the project architect, the person responsible for all proposed communications with the owner and all proposed sub-consultants and a description of their roles.
 - a. **Current Project Assignments:** Identify the current project assignment(s) and the currently identified completion date(s) for projects currently being managed by the key individuals proposed for our project.
 - b. **Understanding of the Project:** Statement of the firm's understanding of the project and proposed approach for providing requested services.
 - c. **Additional Services Required:** Based on the firm's understanding of the project, identify any additional services that might be required for a successful program.
5. **References:** Include a minimum of three references for contracts of a similar nature, preferably public sector references. Include the name, address, telephone number, point of contact and description of the contract for each reference. Examples of no more than three "reference projects" which represent the

design teams approach to design solutions for projects of similar scale and complexity, and the information on these projects must indicate the contributions of proposed key personnel in the design and development of the "referenced projects" cited in the submittal.

6. **Other Relevant Information:** Include any other relevant information concerning the project in this section.

SUBMITTAL FORMAT: ALL proposal copies must be submitted in a sealed envelope or container with the **OUTER MOST** container stating the company name, address, telephone number, the RFP number and TITLE (**RFP #01029 WRECKER SERVICES STANDARD DUTY**). If you have an ACCUG Vendor Number please include it on the sealed envelope or container. If you do not know your vendor number, please call **706-613-3088** or email: accpurchasing@accgov.com If you do not have a vendor number, please fill out a bid list application found at [Bid List Application \(http://www.athensclarkecounty.com/DocumentView.aspx?DID=256\)](http://www.athensclarkecounty.com/DocumentView.aspx?DID=256) so one may be issued to your company. **The ACCUG Vendor Number is not required to submit a Bid but we encourage companies to apply.**

- One (1) USB Flash drive with a copy of the Proposal WITHOUT Pricing
- One (1) Separately Sealed paper copy of section V-E Price Proposal Schedule
(Must be submitted separately in a sealed envelope)

Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. No responsibility shall attach to the Unified Government of Athens-Clarke County for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper or Improper address. **Proposals via facsimile will NOT be considered.**

ALL DOCUMENTS SUBMITTED ON USB FLASH DRIVE MUST BE IN A SINGLE PDF FILE

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
REQUEST FOR PROPOSAL (RFP)
WRECKER SERVICES STANDARD DUTY
POLICE DEPARTMENT
ATHENS, GEORGIA**

SECTION II - REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES

A. INTRODUCTION

PURPOSE

The Unified Government of Athens-Clarke County desires to solicit competitive proposals from responsible vendors to provide standard duty wrecker services for police-initiated tows. ACCUG reserves the right to modify the scope of services as deemed necessary at its sole discretion. The contract terms will be for One (1) Two-year period, with One (1) additional Two- year period, if agreed upon by all parties.

The contractor will provide services per the scope of services as indicated in Section III of this request for proposal (RFP).

B. RFP TIMETABLE

The anticipated schedule for the RFP and contract approval is as follows:

Proposal Documents Available..... **WEDNESDAY, FEBRUARY 3, 2021**

Deadline for submission of questions **4:00 P.M. ET, WEDNESDAY, FEBRUARY 8, 2021**

Deadline for receipt of proposal **3:00 P.M. ET, THURSDAY, FEBRUARY 25, 2021**

Proposals Valid Until: **4:00 P.M. ET, WEDNESDAY, APRIL 19, 2021**

C. CONTACT PERSON:

The contact person for this RFP is Julie nn Donahue, CPPB, Purchasing Administrator or Toro Holt, Senior Buyer Explanation(s) desired by offeror(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing via facsimile at (706) 613-1975 or accbids@accgov.com. Technical questions may be directed to Sergeant Laura Lusk, ACCUG Police Department at (706) 613-3330, fax: (706) 613-3860 or email: Laura.Lusk@accgov.com.

Offerors are encouraged to contact only the contact persons stated above to clarify any part of this RFP. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the rejection of the offeror's submittal.

D. MINIMUM PROPOSAL ACCEPTANCE PERIOD

Proposals shall be valid and may not be withdrawn for a period of 60 days from the date specified for receipt of proposals.

E. ADDITIONAL INFORMATION/ADDENDA

The Unified Government of Athens-Clarke County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Offerors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Request for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the offeror's name, address, phone number, and fax number, and email address. Faxes will be accepted at (706) 613-1975.

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changed the Owner's requirements

Offerors who obtain this Request for Proposal from [Georgia Procurement Registry](#) or [Athens Clarke County/Purchasing](#) (<http://www.athensclarkecounty.com/index.aspx>) or from other than the Purchasing Division are **advised to re-visit the above websites to obtain any addenda which may be issued prior to the proposal closing date.** The Unified Government of Athens-Clarke County assumes no responsibility for Offerors' failure to acknowledge any addenda issued

F. **LATE PROPOSALS, WITHDRAWALS, MODIFICATIONS AND REJECTIONS**

Proposals shall not be modified, withdrawn, or cancelled by the offeror for a period of **sixty (60) days** following the time and date designated for the receipt of proposals, and each offeror so agrees in submitting his proposal. Negligence on the part of the Offeror in preparation of his proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal closing. Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are also late and will not be considered

G. **PROPOSAL CLOSING**

Proposal schedule prices will not be opened or read aloud publicly. A list of names of firms providing proposals may be obtained from [Georgia Procurement Registry](#) or [Athens Clarke County Bids](#) or via email request to E-Mail: Toro.Holt@accgov.com after the proposal due date and time stated herein. A tabulation of prices may be obtained upon award.

H. **NON-COLLUSION AFFIDAVIT**

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

By submitting a proposal, the offeror represents and warrants that no official or employee of the Unified Government of Athens-Clarke County has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

I. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

By submitting a proposal and executing the attached Affidavits, the offeror verifies its compliance with O.C.G.A. §13-10-91. The offeror further agrees to maintain records of such compliance and shall provide a copy of each such verification to Unified Government of Athens-Clarke County, at the time the subcontractor(s) is retained to perform such services.

J. COST INCURRED BY OFFERORS

All expenses involved with the preparation and submission of proposals to the Unified Government of Athens-Clarke County, or any work performed in connection therewith shall be borne by the offeror(s). No payment will be made for any responses received or for any other effort required of or made by the offeror(s) prior to commencement of work as defined by a contract approved by the governing body of the Unified Government of Athens-Clarke County.

K. MINORITY BUSINESS ENTERPRISE POLICY STATEMENT

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

L. HOLD HARMLESS AND INDEMNIFICATION

The Offeror agrees, insofar as it legally may, to indemnify and hold harmless the Unified Government of Athens-Clarke County, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Offeror, its officers, employees, and agents under any of the terms of this contract.

M. SITE VISIT:

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

N. AWARD OF CONTRACT

ACCUG's Evaluation Committee will determine which offerors are best qualified to perform the work described in this RFP, based on the evaluation criteria described in Section IV of this RFP, including but not limited to such criteria as offeror's services, employment practices, experience, reputation, and past performance. The Evaluation Committee will begin by reviewing written proposals. Subject to satisfying the terms, considerations, and conditions of the Proposal, ACCUG would accept the most responsive/responsible proposal(s) for standard-duty wrecker services. The accepted responsive/responsible service provider for the standard-duty wrecker service contract will receive a minimum of 40% of all calls for service and the second responsive/responsible service provider will receive a minimum of 20% of all calls for service if that offeror agrees to provide services at the rate offered by the accepted responsive/responsible service provider. The remainder of calls for service will be equally distributed among other offering service providers on a rotating list basis among providers who agree to a contract for the provision of services at the rate offered by the accepted responsive/responsible service provider.

The award of the contract will be based on the objective and subjective considerations listed below:

1. Facilities, equipment, condition of equipment and facilities, record keeping procedures, financial capacity, convenience of principal compound location, hours of operation, and variances taken to RFP terms, conditions, and specifications.
2. Experience, staff, technical approach, references—current and past performance of the proposing firm in providing directly related services of equal magnitude and complexity; competency of staff, owners and officers, and persons who will be directly involved in managing the service on a daily basis; number of full-time staff assigned to this contract; proposers' understanding of the scope of this contract, implementation plan/technical approach; qualifications.

O. MULTIPLE AWARDS

The Unified Government of Athens-Clarke County reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the Unified Government. If the Unified Government determines that an aggregate award to one offeror is not in the Unified Government's best interest, "all or none" offers shall be rejected.

P. PLACE OF PERFORMANCE

The Unified Government of Athens-Clarke County will not contemplate traveling outside the City of Athens to the contractor's facility for custom fitting or alterations. The offeror shall insert in the spaces provided in the price schedule the address of the plants or facilities location(s) that he intends to use.

Q. QUALIFICATION OF OFFERORS

The Unified Government of Athens-Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Unified Government all such information and data for this purpose as may be requested. The Unified Government reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Unified Government that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The Unified Government of Athens-Clarke County contractors/vendors must have a current Athens-Clarke County occupation tax certificate, if they are physically located in Athens-Clarke County or, if they perform a service in Athens-Clarke County.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due the Unified Government will not be accepted.

R. ALTERNATE PROPOSALS

Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Offerors shall not insert in their proposal any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering subject matter thereof.

S. OPEN RECORDS

In accordance with OCGA Section 50-18-72(a)(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. **An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10.** If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the

requested records are not trade secrets and are subject to disclosure;

SECTION III - SCOPE OF SERVICES

The Unified Government of Athens-Clarke County is soliciting proposals for twenty-four (24) hour standard-duty wrecker and tow truck service. Beginning 12:00 a.m. on May 1, 2021 for one two-year period thereafter, Athens-Clarke County Unified Government shall, after public bid, contract with one or more standard-duty wrecker services for all police-initiated tows. The contracts shall provide that the parties may renew the agreements by mutual consent for one additional two-year period with any adjustments to the rate structure being made only in accordance with the applicable U.S. Department of Labor Consumer Price Index. Prior to initiation of each public bid process, the Mayor and Commission shall approve the process and methodology of the contract award proposed by the Manager.

The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All Interpretations of the Specifications shall be made on the basis of this statement.

For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Offeror may offer any brand that meets or exceeds the specifications for any item(s). If a Proposal is based on equivalent products, indicate on the Proposal the manufacturer's name and catalog number. Offeror shall submit with his Proposal complete, descriptive literature and/or specifications. The Offeror should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with Athens-Clarke County. If Offeror fails to name a substitute, it will be assumed that he is bidding on and he will be required to furnish goods identical to Proposal standards.

A. INTRODUCTION AND PURPOSE

The Unified Government of Athens-Clarke County (ACCUG) is a unified city/county government located in the northeast section of the state of Georgia and is approximately sixty (60) miles northeast of Atlanta, Georgia. The Unified Government of Athens-Clarke County (the government's official name) was formed in 1991 by a referendum which required the combining of The City of Athens and Clarke County. ACCUG serves an area population of approximately 100,000 with annual growth projected at 1% per year. ACCUG provides a multitude of local and state funded services, which includes, but is not limited to, Public Safety, Utility, Courts, Corrections, Tax and Fire Services. ACCUG employs approximately 1,700 people.

The purpose of creating a contractual bidding process for standard-duty wrecker services is to eliminate the disparities in cost for standard-duty wrecker services and ensure that ACCUG citizens and visitors are charged reasonable fees consistent with "market rates" for standard-duty towing.

1. **"Wrecker Service"** means any legal entity, corporation, partnership, or individual person, either as principal, agent, or employee, in the business of removing, towing, and/or storing wrecked, disabled, or abandoned automobiles or other vehicles by the use of a wrecker or other towing device.

2. “**Police-initiated tows**” shall mean all situations in which a vehicle is abandoned or illegally parked, where motorists are unconscious, trapped or unable to make a call for wrecker services, or in which the stranded vehicle is in the roadway.

B. GENERAL REQUIREMENTS

The following requirements are promulgated in accordance with Athens-Clarke County Code 6-15-1 et seq, as adopted April 1, 2005, a copy of which is attached hereto as ATTACHMENT B.

1. The wrecker service shall be available for police-initiated tows via listed telephone numbers 24 hours a day, seven (7) days a week, with adequate personnel available to respond to calls immediately. No pagers or answering machines shall be allowed to answer said calls. The wrecker service shall respond to the location of the police call within a maximum of 30 minutes for standard-duty wrecker calls for service made by the Unified Government of Athens-Clarke County. **If the wrecker service fails to respond, the call will count toward the minimum percent that the wrecker is entitled under this RFP.**
2. The contractor must own the following equipment (or the right to use the same under a written lease agreement for the period covered by the contract):
 - a) One slide back wrecker.
 - b) One wheel lift wrecker.
 - c) One recovery wrecker.
3. All tow vehicles must be commercially manufactured and rated by the manufacturer. A standard-duty wrecker service shall operate three or more "standard-duty wreckers" which shall be defined as wreckers having at least 10,000 pounds minimum gross weight rating equipped with an 8,000-pound P.T.O. mechanically driven power winch, crane and boom having dual wheels or an equivalent vehicle having the same minimum capabilities. A standard-duty wrecker service shall be capable of towing automobiles, light trucks and similar-sized vehicles. A rollback may be used to satisfy the requirements of this section. All police initiated tows for standard-duty wrecker services shall be conducted by provider having a contract with Athens-Clarke County Government.
4. Each wrecker shall have the following accessories at all times:
 - a) The name of the establishment along with address and phone number must be paint lettered in a professional manner on both sides of the vehicles
 - b) One snatch block per cable rated for the respective winch
 - c) Two scotch blocks rated for the truck
 - d) One container for trash
 - e) One industrial rated push broom and shovel
 - f) One D.O.T. approved fire extinguisher
 - g) One F.C.C. approved two-way radio capable of communicating with wrecker service dispatch
 - h) Emergency amber beacons with proper permits - No tow vehicle will be equipped with a siren
 - i) A set of white working lights adjusted to the rear of the wrecker
 - j) A set of tools (metric and standard) 2 lug wrenches, 5/16 through 3/4, lockout tool and flashlight
 - k) 50 lbs. minimum of absorbent material for cleaning of oil and other liquids from the roadway.

- l) One set of red reflectors
 - m) One set of three portable reflectors
 - n) One crowbar or pry bar
 - o) One set of jumper cables
 - p) One pair of bolt cutters
 - q) One four-way lug wrench
 - r) Any other equipment deemed necessary by agreement between the contractor and the Athens-Clarke County Police Department
5. The wrecker service shall maintain a fenced-off impoundment lot within the boundaries of Athens-Clarke County for storage of impounded vehicles. Such impounded area must be separate from any other impoundment facility of the wrecker service. Such impoundment lot of the first (40%) and the second (20%) responsive/responsible service provider shall be enclosed by a fence not less than six feet high with a gate which can be securely fastened and locked. The fence shall have six-strand barbed wire Y-bracket top. Such impound area must have the capability of storing 30 vehicles. All other service providers on the rotating list shall maintain an impoundment lot capable of storing 5 vehicles. The impoundment lot shall be enclosed by a fence not less than six feet high with a gate which can be securely fastened and locked. The fence shall have six-strand barbed wire Y-bracket top. Storage lots for vehicles towed pursuant to a police contract tow shall comply with zoning and other applicable ordinances. The impound lots must be sufficiently lighted so that the surface of the lot is illuminated to the intensity of at least two foot-candles or the maximum illumination permitted by applicable ordinance. The wrecker service shall provide adequate security for all vehicles they place in storage and shall be held responsible for such vehicles and contents thereof. The wrecker service shall maintain at least one protected inside storage area (garage) within Athens-Clarke County for vehicles under police investigation.
6. When a vehicle is classified by the Police Department as “evidence”, the Contractor may charge the owner for the cost of towing pursuant to the pricing schedule. However, no storage fees shall accrue until the Police Department formally releases the “hold” on the evidence.
7. The wrecker service shall maintain in the wrecker service's name at a minimum the following insurance policies: an automobile liability insurance policy having a combined single limit of not less than \$500,000.00, a comprehensive general liability policy providing bodily injury coverage limits of \$1 million per person and \$1 million per occurrence and property damage coverage limits of \$500,000.00 per person and \$500,000.00 annual aggregate, cargo and garage keepers liability insurance with a limit of \$100,000.00, and workers’ compensation insurance in the minimum coverage required by Georgia law. Said insurance shall name Athens-Clarke County as an additional insured under the policy and shall provide for written notification within 15 days of policy modification, expiration or cancellation. The wrecker service shall provide to the Chief of Police or his designee a full copy of the insurance policy no later than five days from date of execution of agreement or extension thereof or any modification of the policy and upon renewal of the policy. Certificates of insurance coverage are to be submitted with the proposal.
8. The contractor shall submit a list of all employees. In the event that the contractor is not an individual, the contractor shall list the names and addresses of all respective officers, owners, shareholders, partners, members, and managers of the entity submitting the proposal. All employed drivers and operators of wreckers shall have a valid State of Georgia driver’s license of the class required for the size truck operating and have in his possession all medical and exam cards required by the State of Georgia.

9. The contractor must have at least three years' experience in the towing business.
10. Past performance with the Unified Government of Athens-Clarke County, if applicable, shall be a part of this proposal.
11. The drivers employed by the contractor shall be certified by an accredited towing and recovery training institute that issues "Continuing Education Units" within six months of awarding of contract and within six months of the employment of new drivers after the commencement of the contract. Contractor will be responsible for submitting all new employee certificates of completed training. The certificates must be submitted to the Athens-Clarke County Police Department.
12. Each Contractor shall have an Athens-Clarke County occupation tax certificate prior to submitting a proposal.
13. Each Contractor shall have a business location separately platted and filed with the Athens-Clarke County Tax Commissioner's Office. In the event that entities submitting proposals have any common owners, shareholders, etc. with another entity submitting a proposal, then the proposals of any and all of such entities shall be rejected.
14. The Contractor must be registered with the Georgia Public Service Commission and have the required state permits prior to submitting a proposal. The Contractor must have all other applicable permits. The wrecker service must maintain registration with the Georgia Public Service Commission and possess all state-required permits. In addition, the wrecker service shall maintain a daily list of vehicles towed and/or stored for police-initiated towing and storage services. The list shall contain details as to the make, year, model, color, vehicle I.D. number, license plate number, name of owner, purpose of removing and/or storing vehicle, and the identity of the wrecker driver/operator. The records shall be retained for a period of 12 months from the date of the tow and shall be made available to the police department at any reasonable hour.
15. The Contractor must have approval by the Unified Government of Athens-Clarke County for any and all subcontractors, and shall submit a list of said subcontractors with its proposal.
16. The wrecker service **shall maintain a place of business within Athens-Clarke County with its name, phone number and street number readily visible to the public.** Said business shall also be easily visible from a public street to the passing public. **The business must be staffed and operated from 8:00 a.m. to 5:00 p.m., Monday through Friday, and from 8:00 a.m. to 1:00 p.m. on Saturdays. On days in which the University of Georgia has a home football game scheduled, the wrecker service shall remain open and staffed from 8:00 A.M. to at least three hours after the time that the football game is completed.** During the hours of operation required by this paragraph, the wrecker service shall allow access to impounded vehicles by any officer of the Athens-Clarke County Police Department, any individual accompanied by an officer of the department, or an owner or lessee of the vehicle as established by proof of a valid state motor vehicle registration, current motor vehicle insurance card or policy on an impounded vehicle and state driver's license or other reasonable ownership/lessee indicator, and the purpose of such access shall be for investigative purposes or to retrieve personal property of the driver and/or passengers. There shall be no charge for this access. Vehicles shall be released during such days and times for no additional fee.
17. The wrecker service shall post towing fees reflecting the prices to be charged to the public. Fees shall be posted in open view to the public in the wrecker service's lobby. In addition, the wrecker

service shall deliver to each owner or representative of every towed vehicle present at the scene of the tow a pre-printed disclosure form drafted by Athens-Clarke County that states the fees to be charged by the wrecker service, location of storage lots, times of vehicle release, and phone number(s) of the wrecker service. The wrecker service must accept credit cards or bank debit cards at no additional cost at its place of business for payment of the fees. The wrecker service shall furnish the person who pays for wrecker services a written receipt on a form drafted by Athens-Clarke County Government which contains the same information as the within-described disclosure form and which provides an itemization of all charges, the name of the person on the scene who recovered the vehicle, and the telephone number of a representative of Athens-Clarke County Government designated to receive comments about wrecker service.

18. The contractor must formalize and use professional conduct standards, including penalties for infractions. It is the expectation of the Athens-Clarke County Unified Government and the Police Department that the wrecker company will deal fairly, promptly, and politely in resolving customer and citizen complaints. To that end, the wrecker company agrees to have a written and documented system for fair and prompt handling of complaints relating to damage, theft or loss to any personal property of towed vehicle owners, or any other matter alleged to be the responsibility of the wrecker company. These procedures will be subject to review by the Police Department and the Chief Procurement Officer. The Wrecker Company agrees to maintain records related to individual complaints and to furnish it to the police department promptly on request. The contractor agrees to conduct operations under this contract in a courteous, orderly, ethical and businesslike manner. As this contract is very sensitive in nature and requires the Contractor and his personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as:
 - a) Expedite release of the vehicle in accordance with the terms of this contract.
 - b) Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
 - c) Allow the owner to remove the auto tag and any unattached personal possessions.
 - d) Explain fully and politely the reason for the tow and all charges levied.
 - e) If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the Office of the Chief of Police no later than the next business day.
 - f) Each Contractor will have 72 hours from the time of the initial complaint to report said complaint to include a description of its resolution to the Office of the Chief of Police.
 - g) Any unresolved complaints related to fees governed by the contractual agreement between Athens-Clarke County and the contractor will be referred immediately to the Office of the Chief of Police for investigation and resolution.
19. Handling of citizen complaint cases will be an item of special interest during deliberations prior to award of new contracts; renewal of contracts, and during any wrecker company performance review(s) conducted by the Police Department and the Athens-Clarke County Unified Government.
20. The Chief of Police shall be authorized to develop reasonable regulations not inconsistent with the standards set forth in this section, and, in the case of standard-duty wrecker services, violation of such regulations shall be deemed to be grounds for suspension or revocation of towing privileges by the Chief of Police. It shall be the duty of every driver of a wrecker service vehicle to tow vehicles in a professional manner and to deal with the public in a professional and courteous manner in accordance with standards in the contract described below and any and all regulations developed by the Chief of Police. Operating personnel of wrecker units shall be technically qualified and physically capable of responding immediately to all calls received. Reasonable care shall be taken by wrecker service personnel to ensure no further damage will occur to the vehicle towed either through carelessness or from natural elements, and the wrecker

service shall use the proper equipment of whatever nature necessary (i.e., dollies, wheel lifts) in order to prevent further damage to the vehicles towed.

The contract shall provide that the Chief of Police shall be authorized to declare a default in the contract with a standard-duty wrecker service on any of the following grounds:

- a) Violation of any laws or ordinances regulating such business.
 - b) The wrecker service has supplied false information to the Chief of Police or to the Finance Director.
 - c) The wrecker service has failed to obtain, or has suffered expiration, suspension, or revocation of any paper or document necessary in pursuit of its business as may be required by any officer, agency, authority, or department of the local government, state or the United States under authority of law or ordinance of the local government, state or the United States.
 - d) The wrecker service has failed to comply with any provision of this chapter or with any regulations promulgated pursuant to this Chapter.
 - e) The wrecker service has engaged in any fraudulent business transaction which is made punishable by the laws of the state or the United States.
 - f) The wrecker service becomes insolvent, ceases operation for more than five days, or seeks federal bankruptcy protection.
 - g) One or more persons or entities have an ownership interest in more than one applicant or wrecker service.
 - h) One or more persons or entities have management responsibilities in more than one applicant or wrecker service.
 - i) One or more wrecker services share common employees.
 - j) The wrecker service fails to respond to the location of the police call for 50 percent or more of calls between 5 p.m. and 8:00 a.m. weekdays and all day on Saturday and Sunday. This 50% response requirement for after-hours and weekends shall apply to and be calculated during two six-month periods (May to October and November to April) during each contract year.**
 - k) Any other default in performance of the terms of the contract.
21. The Police Department reserves the right to perform an inspection of all wrecker vehicles and all business, office and storage facilities before complete execution of the contract agreement to ensure that all requirements of the contract have been fulfilled to the satisfaction of the Police Department. Such inspections may be performed from time to time at the discretion of the Police Department.
22. The Athens-Clarke County Government will conduct an annual performance review of the Contractor. Criteria to be evaluated will consist of, but not be limited to, response times, complaints received, care and custody of vehicles and owners possessions, condition of facilities and equipment, extent and clarity of records, conduct of management and personnel, and overall performance in accordance with all applicable laws, regulations, and contract terms. Such a review will be conducted ninety (90) days prior to the contract anniversary date and Contractor will be provided a written copy of the review. Within thirty (30) days of the sending of the review, Contractor may respond to the review in writing and the parties shall meet to discuss the review and other pertinent subjects. A final report that will consist of the review, Contractors written response, and a summary of the annual review meeting will be prepared by Police Department with a copy sent to the Manager of the Unified Government and the Contractor.

Contractor performance on annual reviews will be an important consideration in determination of an extension term and its length.

23. All police-initiated tows for standard-duty wrecker services shall be conducted by a provider on the standard-duty wrecker service police call list and under contract with Athens-Clarke County.
24. No wrecker service shall proceed to an accident scene by reason of any information received by any means other than being dispatched by the Athens-Clarke County police communications center.
25. All vehicles towed pursuant to a police call shall be towed to the wrecker service yard unless otherwise directed by the police officer on the scene, and there shall be no additional charge for tows to other locations within Athens-Clarke County as directed.
26. For documentation purposes, the police dispatcher shall maintain a standard-duty log. Each log shall include the wrecker company called, time, date, location, officer making the request and the police dispatcher handling the call.

C. ADDITIONAL REQUIREMENTS

1. **TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Contractor shall be in breach of this Contract. and the Athens-Clarke County Government shall thereupon give written notice of default to the Contractor and allow the Contractor seven (7) calendar days from such notice to cure such default. After notice, The Athens-Clarke County Government shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
2. **REPORTING DISPUTES:** The contractor shall report any contract disputes and/or problems to Sergeant Laura Lusk (706) 613-3330, Laura.Lusk@accgov.com, both orally and in writing, within 72 hours of their occurrence.
3. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Athens-Clarke County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Athens-Clarke County or to otherwise act on behalf of Athens-Clarke County, except as Athens-Clarke County may expressly authorize in writing.
4. **SAFETY:** The contractor shall take every precaution at all times for the protection of persons and property, including Athens-Clarke County's employees and property and its own. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.

The contractor shall maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide Athens-Clarke County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until Athens-Clarke County is assured that the contractor has an adequate safety program in effect.
5. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Athens-Clarke County Purchasing Office. If a portion of the work is approved for

subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.

6. **CHANGES:** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

SECTION IV - SELECTION PROCESS AND EVALUATION CRITERIA

The Unified Government of Athens-Clarke County intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If it is determined that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Unified Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

EVALUATION CRITERIA

Evaluation criteria to be used in determining the selected firm are:

Evaluation criteria to be used in determining the selected firm are:

1. FIRM EXPERIENCE in providing services to public sector organizations. **20 pts**
 - a. 1 – 10 years 15 pts
 - b. 11 plus years 5 pts

2. QUALIFICATIONS of staff assigned to the contracts. **20 pts**
 - a. 1-5 years of experience 15 pts
 - b. 5 plus years of experience 5 pts

3. UNDERSTANDING OF THE REQUIREMENT AND CONTRACTOR FURNISHED EQUIPMENT including adequacy and relevancy for performance of the requirements of the contract and the ability to provide wrecker services. **20 pts**

4. REFERENCES including applicable past work with the Unified Government of Athens-Clarke County. **10 pts**

5. CONTRACT PRICE completed Price Proposal Schedule submitted separately for evaluation. **30 pts**

SECTION V – PROPOSAL FORMS

A: PROPOSAL FORM

Proposal of _____

(Hereinafter called "Offeror"), organized and existing under the laws of the State of

_____, *doing business as* _____*.

In compliance with your RFP, the Offeror hereby proposes and agrees to perform and furnish all work for the requirement known as **RFP #01029 WRECKER SERVICES STANDARD DUTY** in strict accordance with the Proposal Documents, within the time set forth therein, and at the price proposed.

By submission of this Proposal, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization that:

1. The Offeror has examined and carefully studied the Proposal Documents and the Addenda, receipt of all of which is hereby acknowledged at Section V, B.
2. The Offeror agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals but shall remain open for acceptance for a period of sixty (60) days following such time.

Company:			
Contact:			
Address:			
Phone:		Fax	
Email:			

Authorized Representative/Title
(print or type)

Authorized Representative
(Signature)

Date

Company Name (*printed*): _____

SECTION V – PROPOSAL FORMS

B: ADDENDA ACKNOWLEDGEMENT

The Offeror has examined and carefully studied the Specifications and the following Addenda, Receipt of all of which is hereby acknowledged:

Addendum No.		dated		Acknowledgement	
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
					<i>Initial</i>

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changes the Owner's requirements.

SECTION V – PROPOSAL FORMS



C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, 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.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE

SECTION V – PROPOSAL FORMS



C: CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke 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 provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ Date of Authorization
Federal Work Authorization Company Identification Number

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: The Unified Government of Athens-Clarke County

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

Executed on _____, _____, 201__ in _____.

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: _____

Company Name (*printed*): _____

MANDATORY SUBMITTAL

SECTION V – PROPOSAL FORMS

D: SERVICES AND PRICE PROPOSAL SCHEDULE

Towing fee for standard-duty wrecker service	\$
Daily storage fee	\$
Fee for releasing vehicle after normal business hours	\$

Authorized Representative/Title (*print or type*)

Authorized Representative (*Signature*)

Date

MUST BE SUBMITTED IN SEPARTELY SEALED ENVELOPE

SECTION VI – OPTIONAL FORMS

A. BID LIST APPLICATION

We would like for this form to be turned in a minimum of four (4) days prior to bid

If you have an ACCUG Vendor Number please include it on the sealed envelope or container.

If you do not know your ACCUG Vendor Number, please call **706-613-3088** or email: accpurchasing@accgov.com

If you DO NOT HAVE an ACCUG Vendor Number, please fill out the bidder's list application attached below.

SECTION VII DOCUMENTS CHECK LIST:

PROPOSAL DOCUMENTS CHECKLIST:

- 1. Cover Letter
- 2. Table of Contents
- 3. Business Information
- 4. Qualifications and Experience
- 5. References/Reference Projects
- 6. Other Relevant Information

MANDATORY PROPOSAL FORMS (SECTION V) Offeror must complete, execute and include with the proposal the following mandatory documents:

- A. Proposal form
- B. Acknowledgement of Addenda
- C. Georgia Security & Immigration Compliance (GSIC) Act Affidavit
- D. Price Proposal Schedule **(Must be submitted separately in a sealed envelope)**

OPTIONAL FORMS (SECTION VI)

- A. Bidder's List Application

ATTACHMENT A

What Your Business Needs to Know about Georgia's E-Verify Requirements

(Effective July 1, 2013)

E-Verify Contractor Requirements

Georgia law, **O.C.G.A. § 13-10-91**, requires **all businesses** that contract with a public employer for **labor or services** by bid or by contract in which the labor or services **exceed \$2499.99** to sign an affidavit attesting that they are registered for and use E-Verify **unless** 1) the contractor has **no employees** (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the [Attorney General's website](#)) or, 2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found [here](#).

E-Verify Private Employer Requirements

Georgia law, **O.C.G.A. § 36-60-6**, requires all businesses, **with more than 10 employees** that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with **10 or fewer employees** are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found [here](#).

What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

Where Do I Find My E-Verify Number?

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

What if I cannot locate or do not have access to my MOU?

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

How Do I Register for E-Verify? To register for E-Verify, please visit the [DHS website](#). If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at <http://www.dhs.gov/e-verify>.

CHAPTER 6-15. WRECKER SERVICES FOR POLICE-INITIATED TOWS*

***Editor's note:** Section 1 of an ordinance adopted Dec. 7, 2004, deleted former Ch. 6-15 of the Code in its entirety and added new provisions as Ch. 6-15 as herein set out. Former Ch. 6-15, §§ 6-15-1--6-15-10, pertained to wrecker services on police nonconsensual call lists and derived from § 1 of an ordinance adopted Oct. 5, 1999.

Cross references: Business license tax, Ch. 6-1; vehicles for hire, Ch. 6-14.

State law references: Removal of junked motor vehicles, O.C.G.A. § 36-60-4; local ordinances, etc., relating to wrecker services, O.C.G.A. § 48-13-10.1; flashing or revolving lights on vehicles, O.C.G.A. § 40-8-92.

Sec. 6-15-1. Wrecker services for police-initiated tows.

Sec. 6-15-2. Provision of services for towing and removal of motor vehicles which have been wrecked, impounded, abandoned or improperly parked on public streets or other public places within Athens-Clarke County; violations; removal.

Sec. 6-15-1. Wrecker services for police-initiated tows.

For purposes of this chapter, "wrecker service" means any legal entity, corporation, partnership, or individual person, either as principal, agent, or employee, in the business of removing, towing, and/or storing wrecked, disabled, or abandoned automobiles or other vehicles by the use of a wrecker or other towing device. For purposes of this chapter, "police-initiated tows" shall mean all situations in which a vehicle is abandoned or illegally parked, where motorists are unconscious, trapped or unable to make a call for wrecker services, or in which the stranded vehicle is in the roadway. On and after April 1, 2005, all wrecker services for police-initiated tows shall be furnished only by providers who have contracted with Athens-Clarke County in accordance with this chapter. It shall be unlawful for any provider to provide wrecker service for a police-initiated tow except in accordance with this chapter. There are hereby established two categories of wrecker services for contracts with Athens-Clarke County to provide wrecker services for police-initiated tows to be awarded and administered in accordance with this chapter. The wrecker service categories are defined as follows:

(a) *Standard duty wrecker service* A standard duty wrecker service shall operate one or more "standard duty wreckers" which shall be defined as wreckers having at least 10,000 pounds minimum gross weight rating equipped with an 8,000-pound P.T.O. mechanically driven power winch, crane and boom having dual wheels or an equivalent vehicle having the same minimum capabilities. A standard duty wrecker service shall be capable of towing automobiles, light trucks and similar-sized vehicles. A rollback may be used to satisfy the requirements of this section.

(b) *Heavy duty wrecker service* A heavy duty wrecker service shall operate one or more "heavy duty wreckers" which shall be defined as wreckers having at least 25,000 pounds minimum gross weight rating equipped with a 16-ton or larger P.T.O. mechanically driven power winch, crane and boom having dual wheels or an equivalent vehicle having the same minimum capabilities.

A heavy duty wrecker service shall be capable of moving all types of vehicles, including large trucks, buses and loaded and unloaded tractor trailers.

(c) *Logs.* For documentation purposes, the police dispatcher shall maintain two police call logs: A standard duty log and a heavy duty log. Each log shall include wrecker call, time, date and location, officer making the request, and police dispatcher on duty.

(d) *Wrecker service request procedure.* All requests for wrecker service by police personnel shall be made to the police dispatcher. The police dispatcher shall maintain the call lists as authorized. In the event of multiple contractors in a category the dispatcher shall make calls for wrecker service on a rotation basis as provided for by individual contract with the wrecker services. The police dispatcher shall enter such calls on the proper log.

(e) *Monitoring police radio calls, etc.* No wrecker service shall proceed to an accident scene by reason of any information received by any means other than being dispatched by the Athens-Clarke County police communications center.

(f) *Where vehicles to be towed.* All vehicles towed pursuant to a police call shall be towed to the wrecker service yard unless otherwise directed by the police officer on the scene.

(Ord. of 12-7-2004, § 1)

Sec. 6-15-2. Provision of services for towing and removal of motor vehicles which have been wrecked, impounded, abandoned or improperly parked on public streets or other public places within Athens-Clarke County; violations; removal.

(a) Beginning on April 1, 2005 and for two-year periods thereafter Athens-Clarke County shall, after public bid, contract with one or more standard duty wrecker services and one or more heavy duty wrecker services for all police-initiated tows. The contracts shall provide that the parties may renew the agreements by mutual consent for one additional two-year period with any adjustments to the rate structure being made only in accordance with the applicable U.S. Department of Labor Consumer Price Index. Prior to initiation of each public bid process, the mayor and commission shall approve the process and methodology of the contract award proposed by the manager. In the event that the mayor and commission shall contract with more than one wrecker service provider in a wrecker service category, the contract award procedure shall require that each bidder disclose detailed information about the ownership and management of the entity seeking a contract, and the mayor and commission shall have the authority to decline to award contracts to entities that have common ownership or management. Any contract awarded pursuant to this chapter shall not be assigned to any other person, firm or corporation or other entity. Each wrecker service contracting with Athens-Clarke County shall satisfy the minimum requirements set forth below and any other requirements as provided for by the contract.

(b) The wrecker service shall be available for police-initiated tows via listed telephone numbers 24 hours a day, seven days a week, with adequate personnel available to respond to calls immediately. No pagers or answering machines shall be allowed to answer said calls.

(c) The wrecker service shall respond to the police call within a maximum of 30 minutes for standard duty and within a maximum of 45 minutes for heavy duty.

(d) The wrecker service shall have the capability of moving all types of motor vehicles as required by the applicable category of contract. All towing will be performed with the wrecker service's equipment (or leased equipment) and the wrecker service's employees, and the wrecker service will not contract out any work received from a police-initiated call within the limits of Athens-Clarke County. Each wrecker service shall display in a conspicuous manner, either painted or permanently affixed thereto on each side of its vehicles, the name, address and phone number of its business establishment. Wrecker service vehicles of all types shall be commercially manufactured, shall have an adequate chassis, and be in safe operating condition at all times.

(e) The wrecker service shall maintain a place of business within Athens-Clarke County with its name, phone number and street number readily visible to the public. Said business shall also be easily visible from a public street to the passing public. The business shall be in compliance with all applicable zoning ordinances. The business must be staffed and operated from 8:00 a.m. to 5:00 p.m., Monday through Friday, and from 8:00 a.m. to 1:00 p.m. on Saturdays except on days on which the University of Georgia has a home football game scheduled, the wrecker service shall remain open and staffed from 8:00 a.m. to at least three hours after the time that the football game is completed. During the hours of operation required by this paragraph, the wrecker service shall allow access to impounded vehicles by any officer of the Athens-Clarke County Police Department, any individual accompanied by an officer of the department, or an owner or lessee of the vehicle as established by proof of a valid state motor vehicle registration, current motor vehicle insurance card or policy on an impounded vehicle and state driver's license, and the purpose of such access shall be for investigative purposes or to retrieve personal property of the driver and/or passengers. There shall be no charge for this access.

(f) The wrecker service shall maintain a fenced-off impoundment lot within the boundaries of Athens Clarke County for storage of impounded vehicles. Such impounded area must be separate from any other impoundment facility of the wrecker service. Such impoundment lot shall be enclosed by a fence not less than six feet high with a gate which can be securely fastened and locked. The fence shall have six-strand barbed wire Y-bracket

top. The impound lot must be sufficiently lighted so that the surface of the lot is illuminated to the intensity of at least two footcandles. The impound lot must comply with all applicable Athens-Clarke County ordinances. The impoundment lot shall be capable of storing the number of vehicles required by the contract. The wrecker service shall provide adequate security for all vehicles they place in storage and shall be held responsible for such vehicles and contents thereof. The wrecker service shall maintain at least one protected inside storage area (garage) within Athens-Clarke County for vehicles under police investigation.

(g) An attendant, who shall be a full time employee of the wrecker service, shall be available to receive and dispatch wrecker calls for 24 hours a day, seven days a week.

(h) The wrecker service shall post towing fees reflecting the prices to be charged to the public. Fees shall be posted in open view to the public in the wrecker service's lobby. In addition, the wrecker service shall deliver to each owner or representative of every towed vehicle present at the scene of the tow a pre-printed disclosure form drafted by Athens-Clarke County that states the fees to be charged by the wrecker service, location of storage lots, times of vehicle release, and phone number(s) of the wrecker service. The wrecker service must accept credit cards or bank debit cards at its place of business for payment of the fees. The wrecker service shall furnish the person who pays for wrecker services a written receipt on a pre-printed form drafted by Athens-Clarke County which contains the same information as the within-described disclosure form and which provides an itemization of all charges, the name of the person on the scene who recovered the vehicle, and the telephone number of a representative of Athens-Clarke County designated to receive comments about wrecker service.

(i) The wrecker service must maintain a valid Athens-Clarke County occupation tax certificate.

(j) The wrecker service must maintain registration with the Georgia Public Service Commission and possess all state-required permits. In addition, the wrecker service shall maintain a daily list of vehicles towed and/or stored for police-initiated towing and storage services. The list shall contain details as to the make, year, model, color, vehicle I.D. number, license plate number, name of owner, and the purpose of removing and/or storing vehicle. The records shall be retained for a period of 12 months and shall be made available to the police department at any reasonable hour.

(k) The wrecker service must own and maintain at all times the equipment and accessories as required by the contract (or the right to use the same under a written lease agreement for the period covered by the contract).

(l) The wrecker service shall maintain in the wrecker service's name at a minimum the following insurance policies: (i) an automobile liability insurance policy having a combined single limit of not less than \$500,000.00, (ii) a comprehensive general liability policy providing bodily injury coverage limits of \$1,000,000 per person and \$1,000,000 per occurrence and property damage coverage limits of \$500,000.00 per person and \$500,000.00 annual aggregate, (iii) cargo and garage keepers liability insurance with a limit of \$100,000.00, and (iv) workers' compensation insurance in the minimum coverage required by Georgia law. Said insurance shall name Athens-Clarke County as an additional insured under the policy and shall provide for written notification within 15 days of policy modification, expiration or cancellation. The wrecker service shall provide to the chief of police a full copy of the insurance policy no later than five days from date of execution of agreement or extension thereof or any modification of the policy and upon renewal of the policy.

(m) It shall be the duty of every driver of a wrecker service vehicle to tow vehicles in a professional manner in accordance with standards in the contract and to deal with the public in a professional and courteous manner. Operating personnel of wrecker units shall be technically qualified and physically capable of responding immediately to all calls received. Reasonable care shall be taken by wrecker service personnel to ensure no further damage will occur to the vehicle towed either through carelessness or from natural elements, and the wrecker service shall use the proper equipment of whatever nature necessary (i.e. dollies, wheel lifts) in order to prevent further damage to the vehicles towed.