



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.
Any revisions made on the outside of the envelope WILL NOT be considered.**

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents / forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A (REQUIRED)**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (NOT REQUIRED)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: FEBRUARY 23, 2012

Cobb County will receive Sealed Bids before 12:00 NOON, February 23, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 12 – 5635
WRECKER AND TOW ZONE SERVICE
COBB COUNTY POLICE DEPARTMENT**

PRE-BID/PROPOSAL MEETING: FEBRUARY 8, 2012@ 10:00 A.M.
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

No bids will be accepted after the 12:00 noon deadline.

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

A non-refundable application fee of \$250.00 must accompany each application. Application Fee must be submitted with RFQ. Only one application fee per applicant is required.

No proposal may be withdrawn for a period of ninety (90) days after date of Bid Opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov

Advertise: **January 27, 2012**
February 3, 10, 17, 2012



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 12-5635
REQUEST FOR QUALIFICATIONS
WRECKER AND TOW ZONE SERVICE
COBB COUNTY POLICE DEPARTMENT

DELIVERY DEADLINE: FEBRUARY 23, 2012 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: FEBRUARY 23, 2012 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME _____ TITLE _____

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number 12-5635; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: **January 27, 2012**
February 3, 10, 17, 2012

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 12-5635 DATE: February 23, 2012

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Qualifications
Wrecker and Tow Zone Service**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 12-5635
REQUEST FOR QUALIFICATIONS
WRECKER AND TOW ZONE SERVICE**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

REQUEST FOR QUALIFICATIONS

**SEALED BID # 12-5635
WRECKER AND TOW ZONE SERVICE
COBB COUNTY POLICE DEPARTMENT**

BID OPENING DATE: FEBRUARY 23, 2012

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 6 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 96890

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

**Request for Qualifications (RFQ)
Wrecker and Tow Zone Service
Cobb County Police Department
Sealed Bid #12-5635**

APPLICANT:

Scope of Work:

The purpose of these specifications is to obtain qualified wrecker and tow service companies to perform the services of towing and storing of disabled motor vehicles or motor vehicles in violation of County Ordinance, State law or Federal Motor Carrier Safety violations when so directed by the Cobb County Police Department or the Department of Public Safety.

Towing Zones:

There are five (5) towing zones for vehicles weighing up to and including 14,500 lbs (G.V.W.R.) Gross Vehicle Weight Rating. The boundaries for these zones will be the Cobb County Police Precinct boundaries am map documenting Cobb County Police Precinct Boundaries is attached as Exhibit D.

If there is no applicant for a zone, the Police Department may, at its sole discretion, select from the qualified applicants for other zones and offer a permit to such applicant for such zone, as per the Official Code of Cobb County, Section 126-53(h).

Methodology:

All requirements must be met or be capable of being met, by the applicant or the application will be disqualified as being non-responsive. The County reserves the right to waive any informality and/or reject all proposals submitted.

Application Deadline:

The response to the Request for Qualifications must be delivered to the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008 **before 12:00 noon on February 23, 2012.** Any and all responses to the Request for Qualification received after this date and time will not be considered.

Pre- Bid Conference:

A pre-bid meeting will be held at the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, GA 30008 on February 8, 2012 at 10:00 am.

Format of Responses:

1. To be eligible for consideration, an original and six (6) copies of each Request for Qualifications must be delivered in a sealed envelope, clearly marked "RFQ Wrecker and Tow Zone Service" (Use enclosed mailing label).
2. The County reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected.
3. There is no expressed or implied obligation for the County to reimburse responding firms for any expense incurred in preparing or responding in any way to this Request for Qualifications.
4. All proposer responses to the RFQ shall remain valid for a period of ninety (90) calendar days from the due date of this RFQ, which is **February 23, 2012**.

Selection Process:

A Selection Committee will be comprised of the head, chief, manager or director of the following departments or divisions or the designee of such head, chief, manager or director: Public Safety, Finance, Purchasing, Business License and Internal Audit. This committee will review the investigative report made by the Police Department and the proposal of each applicant for each zone and will rank the applicants for each zone according to the following criteria:

- A. Response times to Public Safety calls
- B. The suitability of the physical characteristics of the applicant's impound facility
- C. The security features of the applicant's impound facility
- D. The nature and characteristics of the applicant's service history and experience as a provider of towing and impound services
- E. The financial condition and stability of the applicant.
Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.

The applicant submitting a complete and responsive proposal and meeting all of the terms and conditions for each zone based on the evaluation criteria set forth in the RFQ shall be selected to receive the franchise for that particular zone.

**Request for Qualifications
Wrecker and Tow Zone Service
Cobb County Police Department
Sealed Bid #12-5635**

Each firm must prepare their response according to the RFQ format. Cobb County reserves the right to contact client references, require further information, and/or require interviews with any responding firm.

All information obtained by the Police Department and the Selection Committee regarding gross revenues, number of employees, and credit worthiness of any individual business shall be treated as confidential, and no disclosures shall be made by any agency of the county regarding such information.

Required Submittal:

- Statement of how your service will adhere to the response times required in the Ordinance.
- Description of the physical characteristics of the impound facility
- Description of the security characteristics of the impound facility
- Statement of your service history and resolution of customer complaints
- Income Statement and Balance Sheets for the five (5) years prior to the year in which this proposal is made. The income statements shall include all revenues received and accrued during the year, reduced by operating expenses and state and federal taxes, resulting in a net income to the sole proprietor, partnership or corporation. The Balance Sheet shall reflect total assets equaling total liabilities and equity
- The past three (3) years federal tax returns
- The applicant shall disclose all instance(s) during the last ten (10) years:
 - a) where the applicant or any principal officer of the applicant has been a party to any civil litigation and the nature and result of such litigation; if any judgment was entered against the applicant, a statement as to the status of the judgment shall be made
 - b) where any property of the applicant has been subject to any lien or levy by any person or agency

c) where the applicant or any principal or principal officer of the applicant has filed any petition or arrangement in bankruptcy or has filed for any protection from creditors in any court

- List of client references
- Copy of current Business License
- Signed release of credit history check

By filing this Request for Qualifications, the undersigned agrees to abide by all the terms, conditions and provisions of Chapter 126 of the Official Code of Cobb County, Georgia, Vehicles for Hire, Article II. Wreckers in effect on the date hereof or as may be amended hereafter.

Cobb County Government reserves the right to reject any or all proposals and to waive what it considers, in its sole discretion, to be informalities and minor irregularities in the proposals received.

Cobb County may award a franchise based on proposals received without a discussion with the Respondent. Accordingly, each proposal should be submitted with the most favorable terms, which a Respondent can submit to Cobb County Government.

A non-refundable application Fee of \$250.00 must accompany each application. Application Fee must be submitted with RFQ. Only one application fee per applicant is required.

By execution of this Request for Qualifications and submitting it to the county, applicant expressly:

- acknowledges the right of the County to request other facts and documentation as the Cobb County Police Department may deem appropriate; and
- acknowledges that applications may be open to public inspection; and
- acknowledges that any intentional misrepresentation in any application shall be a material violation of the Ordinance giving rise to a revocation proceeding, and prosecution; and
- acknowledges that any application fee required by the County pursuant to the Ordinance is non-refundable; and
- acknowledges that the applicant has no knowledge of any circumstances which could cause a conflict of interest in providing the services required by the franchise;

- acknowledges that no employee of the County, or any member thereof, nor any public agency or official affected by the franchise agreement has any pecuniary interest in the business of the applicant; and, that no person associated with the applicant has any interest that would conflict in any manner or degree with the performance of the franchise agreement.
- acknowledges that should the applicant become aware of any circumstances which may cause a conflict of interest during the term of the franchise, the applicant shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require that the applicant take action to remedy the conflict of interest or terminate the franchise agreement with liability.
- **acknowledges that by signing this application, the undersigned certifies that all the information contained herein is true and correct and that this affidavit is made with the understanding that all of the information supplied herein will be relied upon by Cobb County, Georgia in consideration of this application and the undersigned, and after having duly sworn by the undersigned notary public, hereby states that the information contained herein is full, accurate, complete and correct.**

Applicant

Date

Title

Sworn to and subscribed before
me this ___ day of _____, 2012.

Notary Public

PART I

Specifications:

A. The selected wrecker service shall respond to calls for service from the Cobb County Police Department promptly and efficiently and shall perform such service in a courteous manner. The wrecker operator shall report to the appropriate police officer at the scene.

B. The selected wrecker service shall provide 24-hour, on-call service (seven days per week including holidays) and shall employ an adequate number of employees who are competent in the areas of extricating and towing vehicles to properly perform zone wrecker services.

C. The selected wrecker service shall provide the equipment in accordance with the particular requirements of Exhibit "A" sets out the equipment specifications for Precincts One, Two, Four, and Five light duty zones. Exhibit "B" sets out the equipment specifications for Precinct Three's light duty zone. Exhibit "C" sets out the equipment specifications for two (2) heavy duty vehicle zones for the northern and southern portions of the county.

D. The selected wrecker service shall maintain a business location within the respective towing zone, except that if there is no qualified applicant for a zone, the selection for such zone shall be as provided for in the Official Code of Cobb County, Section 126-53(h).

E. The selected wrecker service shall maintain insurance in accordance with the ordinance and deposit with the office of Risk Management, certificates of insurance showing the dates and limits of coverage in effect. Thirty (30) days prior to any material change or cancellation of the policy(ies) required herein, written notice of such change or cancellation must be given to the office of Risk Management.

F. The selected wrecker service shall not assign, transfer or sell any interest in this agreement, nor shall it delegate the performance of any of its duties hereunder to any party without the prior written consent of the Director of the Cobb County Department of Public Safety.

G. The selected wrecker service shall provide the Cobb County Police Department with five (5) storage areas in each impound lot at no charge for police confiscated vehicles. Each area must be minimum size of one passenger car. The five (5) no charge storage areas shall be within each impound lot in a specific area easily accessible and mutually agreed upon by Cobb County Police Department and the wrecker service contractor.

Term of Agreement:

This franchise shall become effective upon execution by Cobb County and shall be for a period of four (4) years from the date of execution, unless termination by either party as provided herein.

Conditions:

A. Cobb County reserves the right to reject any or all applications and is not bound to accept any application if the application is judged not to be in the best interest of Cobb County, in the sole discretion of Cobb County.

Section 126-54 of the Wrecker Ordinance delegates the responsibility for denial of applications to the Director of Public Safety. Due cause to refuse to process any application can occur in any of the following circumstances:

(1) The applicant has failed to obtain any paper or document necessary in pursuance of its business as may be required by any officer, agency or department of any city, county, state or United States under authority of any law, ordinance or resolution of any city, county, state or United States.

(2) The applicant has supplied false information to the Director of the Business License Bureau or to the Director of Public Safety or to the Police Department or has failed to provide information required by section 126-53(e).

(3) The applicant has violated any law, ordinance or resolution regulating such business or to violate any regulation made pursuant to authority granted for the purpose of regulating such business.

(4) The applicant, during the 12 month period immediately preceding the filing of its application, has suffered revocation of its wrecker service zone privileges, has engaged in any fraudulent business transaction punishable by the laws of this state, or has engaged in any act or practice with respect to its business designated as unlawful in section 10-1-393 of the Official Code of Georgia Annotated, the Fair Business Practices Act of 1975.

(5) The applicant does not have adequate personnel or equipment to service the zone requested.

(6) The applicant does not have an impound facility meeting the requirements of section 126-59.

(7) Each applicant, and all employees and principals associated with the applicant found to have any of the following items shall result in the denial of the application. Owners and principals shall be examined for a ten-year period, and employees shall be examined for a five-year period. A conviction, plea of guilty, or entry of a nolo contendere plea of any of the following shall result in a denial of the application:

- a. Any felony crime
- b. More than one (1) misdemeanor crimes
- c. Any suspension or revocation of driving privileges, other than administrative suspensions
- d. Any serious traffic offense as follows:

1. Reckless driving as defined in O.C.G.A. Section 40-6-390
2. More than one (1) driving under the influence as defined in O.C.G.A. Section 40-6-391
3. Homicide by vehicle as defined in O.C.G.A. Section 40-6-393
4. Serious injury by vehicle as defined in O.C.G.A. Section 40-6-394
5. Fleeing, eluding, or impersonation of a law enforcement officer as defined in O.C.G.A. Section 40-6-395.

(8) The applicant would be unable to service the zone in a reasonable response time; such response time shall be no more than fifteen (15) minutes during normal traffic and normal weather and no more than forty-five (45) minutes during rush-hour traffic or inclement weather or other abnormal conditions, all while obeying all traffic laws.

B. Applications will not be accepted from any firm, person or party, parent or subsidiary for which the county has a claim against outstanding debts or an unresolved dispute relating to contract performance with Cobb County.

C. Factors such as applicant's service, employment practices, experience, reputation, and past performance will be considered in the award decision.

D. Applications will be evaluated on the basis of written documentation and on site inspections.

EXHIBIT "A"

MINIMUM EQUIPMENT SPECIFICATIONS

Precinct One, Two, Four and Five

1. Insurance
 - a. \$1,000,000.00 Liability as described herein
 - b. \$40,000.00 Cargo and Garage Keepers Liability
2. Equipment

Must own, lease, or be purchasing and have complete care, custody and control of:

- a. Four wreckers or car carriers, two with a minimum 14,500 lbs. G.V.W.R. and two with a minimum 10,000 lbs. G.V.W.R. designed for towing cars and light trucks.
 - b. One of the above pieces of equipment must be a recovery wrecker equipped with a boom capable of lifting and recovering cars and light trucks off the roadway.
 - c. All wreckers and car carriers must be commercially manufactured and rated by the manufacturer.
3. Accessories

Each wrecker shall have the following accessories at all times.

- a. One five gallon container for trash
- b. One broom
- c. 50 lbs. of absorbent material used as specified by manufacturer for soaking up small, 2-3 gallon, spills(i.e. Antifreeze, oil, transmission fluid, etc. 2-3 gallons) as part of debris removal
- d. F.C.C. approved two way radio capable of communicating with the wrecker service dispatch
- e. Emergency amber beacons
- f. White working lights to the rear
- g. Any accessory required by the Federal Motor Carriers Safety Regulations.

All equipment must be registered and licensed in Cobb County.

EXHIBIT "B"

MINIMUM EQUIPMENT SPECIFICATIONS

Precinct Three

1. Insurance
 - a. \$1,000,000.00 Liability as described herein
 - b. \$40,000.00 Cargo and Garage Keepers Liability
2. Equipment

Must own, lease, or be purchasing and have complete care, custody and control of:

- a. Five wreckers or car carriers, two with a minimum 14,500 lbs. G.V.W.R. and two with a minimum 10,000 lbs. G.V.W.R. designed for towing cars and light trucks.
 - b. One of the above pieces of equipment must be a recovery wrecker equipped with a boom capable of lifting and recovering cars and light trucks off the roadway.
 - c. All wreckers and car carriers must be commercially manufactured and rated by the manufacturer.
3. Accessories

Each wrecker shall have the following accessories at all times.

- a. One five gallon container for trash
- b. One broom
- c. 50 lbs. of absorbent material used as specified by manufacturer for soaking up small, 2-3 gallon, spills (i.e. Antifreeze, oil, transmission fluid, etc.) as part of debris removal
- d. F.C.C. approved two way radio capable of communicating with the wrecker service dispatch
- e. Emergency amber beacons
- f. White working lights to the rear
- g. Any accessory required by the Federal Motor Carriers Safety Regulations.

All equipment must be registered and licensed in Cobb County.

EXHIBIT “C”

MINIMUM EQUIPMENT SPECIFICATIONS

HEAVY RECOVERY

NORTH AND SOUTH ZONES

1. Insurance

- a. \$1,000,000.00 Liability as described herein
- b. \$100,000.00 Cargo and Garage Keepers Liability

2. Equipment

Must own, lease, or be purchasing and have complete care, custody and control of:

- a. One minimum 45,000 lb. G.V.W.R. tandem axle wrecker equipped with a minimum 30 ton boom and three stage under reach capable of lifting a fire truck, CCT bus, cement or garbage trucks.
- b. Two minimum 30,000 lb. G.V.W.R. single or tandem axle wrecker equipped with a minimum 15 ton boom capable of towing and recovering medium size trucks.
- c. All wreckers and car carriers must be commercially manufactured and rated by the manufacturer.

3. Accessories

Each wrecker shall have the following accessories at all times.

- a. One five gallon container for trash
- b. One broom
- c. 50 lbs. of absorbent material used as specified by manufacturer for soaking up small, 2-3 gallon, spills (i.e. Antifreeze, oil, transmission fluid, etc.) as part of debris removal
- d. F.C.C. approved two way radio capable of communicating with the wrecker service dispatch
- e. Emergency amber beacons
- f. White working lights to the rear
- g. Any accessory required by the Federal Motor Carriers Safety Regulations.

All equipment must be registered and licensed in Cobb County.

**QUALIFICATION ASSESSMENT FORM (QAF)
COBB COUNTY REQUEST FOR QUALIFICATIONS**

WRECKER ZONE APPLICANTS

POLICE DEPARTMENT USE ONLY
Date Received at CCPD:

Section 1:

Applicant:	
Date of Application:	Zone Applied for:
Name of Business:	
Street Address:	Phone Number:
Impound Lot (if different)	

Section 2:

Name of Owner:			
Street Address::			Zone Applied for:
County:	City:	State:	Zip
Date of Birth:	Social Security #:		Sex:

Section 3:

License Holder (if different from owner)				
Street Address:				
County:	City:	State:	Zip:	Phone:
Date of Birth	Social Security #:			Sex:

QUALIFICATION ASSESSMENT FORM (QAF)
 COBB COUNTY REQUEST FOR QUALIFICATIONS
 WRECKER ZONE APPLICANTS

Section 4:

Type of Ownership: (circle one)	Proprietor	Partnership	Corporation
---------------------------------	------------	-------------	-------------

If applicant is a CORPORATION, list the following:

State of Incorporation		County of Incorporation:		
Name of Officer:	Office Held	DOB	SS#	Sex
Name of Officer:	Office Held	DOB	SS#	Sex
Name of Officer:	Office Held	DOB	SS#	Sex
Name of Officer:	Office Held	DOB	SS#	Sex
Name of Officer:	Office Held	DOB	SS#	Sex

Section 5: If this is a PARTNERSHIP or SOLELY OWNED PROPRIETORSHIP, complete this section

State of Incorporation		County of Incorporation:	
Name:	Address:	SS#	Percentage of Ownership:
Name:	Address:	SS#	Percentage of Ownership:
Name:	Address:	SS#	Percentage of Ownership:
Name:	Address:	SS#	Percentage of Ownership:
Name:	Address:	SS#	Percentage of Ownership:
Name:	Address:	SS#	Percentage of Ownership:

QUALIFICATION ASSESSMENT FORM (QAF)
 COBB COUNTY REQUEST FOR QUALIFICATIONS
 WRECKER ZONE APPLICANTS

Section 6: If the wrecker service owner or operator has an interest in any other business activities in Georgia complete this section:

Name of Business:	Address:	Interest:
Name of Business:	Address:	Interest:
Name of Business:	Address:	Interest:
Name of Business:	Address:	Interest:

Section 7: If there are any silent partners, limited partners, or subcontractors in this business complete this section:

Name:	Address:	SS #:	Percentage of Interest:
Name:	Address:	SS #:	Percentage of Interest:
Name:	Address:	SS #:	Percentage of Interest:
Name:	Address:	SS #:	Percentage of Interest:
Name:	Address:	SS #:	Percentage of Interest:
Name:	Address:	SS #:	Percentage of Interest:

Section 8: List all personnel to be employed by this wrecker service:

Name:	Address:		
Social Security #	Race:	Sex:	Date of Birth:

Name:	Address:		
Social Security #	Race:	Sex:	Date of Birth:

QUALIFICATION ASSESSMENT FORM (QAF)
 COBB COUNTY REQUEST FOR QUALIFICATIONS
 WRECKER ZONE APPLICANTS

Section 8: List all personnel to be employed by this wrecker service:

Name:		Address:	
Social Security #	Race:	Sex:	Date of Birth:

Name:		Address:	
Social Security #	Race:	Sex:	Date of Birth:

Name:		Address:	
Social Security #	Race:	Sex:	Date of Birth:

Name:		Address:	
Social Security #	Race:	Sex:	Date of Birth:

Name:		Address:	
Social Security #	Race:	Sex:	Date of Birth:

Name:		Address:	
Social Security #	Race:	Sex:	Date of Birth:

Name:		Address:	
Social Security #	Race:	Sex:	Date of Birth:

Name:		Address:	
Social Security #	Race:	Sex:	Date of Birth:

Name:		Address:	
Social Security #	Race:	Sex:	Date of Birth:

QUALIFICATION ASSESSMENT FORM (QAF)
 COBB COUNTY REQUEST FOR QUALIFICATIONS
 WRECKER ZONE APPLICANTS

Section 8: List all personnel to be employed by this wrecker service:

Name:	Address:		
Social Security #	Race:	Sex:	Date of Birth:

Name:	Address:		
Social Security #	Race:	Sex:	Date of Birth:

Section 9: If the impound is rental property complete this section:

Name:	Address:	Percentage of Interest in Business:
Name:	Address:	Percentage of Interest in Business:
Name:	Address:	Percentage of Interest in Business:
Name:	Address:	Percentage of Interest in Business:
Name:	Address:	Percentage of Interest in Business:
Name:	Address:	Percentage of Interest in Business:
Name:	Address:	Percentage of Interest in Business:
Name:	Address:	Percentage of Interest in Business:

Section 10: List all insurance coverage, including Workman's Compensation:

Insurance Carrier:	Agent:	Policy Number	Phone Number:	Amount of Coverage:
--------------------	--------	---------------	---------------	---------------------

QUALIFICATION ASSESSMENT FORM (QAF)
 COBB COUNTY REQUEST FOR QUALIFICATIONS
 WRECKER ZONE APPLICANTS

Section 11: List all vehicles to be used in the operation and indicate if the equipment meets the requirements of the Minimum Equipment Standards or if you are providing the \$5,000 Bond:

Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided
Vehicle Boom	Lift Rating	Circle One Meets MES	Bond Provided

QUALIFICATION ASSESSMENT FORM (QAF)
 COBB COUNTY REQUEST FOR QUALIFICATIONS
 WRECKER ZONE APPLICANTS

Section 11: List all vehicles to be used in the operation and indicate if the equipment meets the requirements of the Minimum Equipment Standards or if you are providing the \$5,000 Bond:

Vehicle		Circle One	
Boom	Lift Rating	Meets MES	Bond Provided
Vehicle		Circle One	
Boom	Lift Rating	Meets MES	Bond Provided
Vehicle		Circle One	
Boom	Lift Rating	Meets MES	Bond Provided

Attach copies of the following on each vehicle:

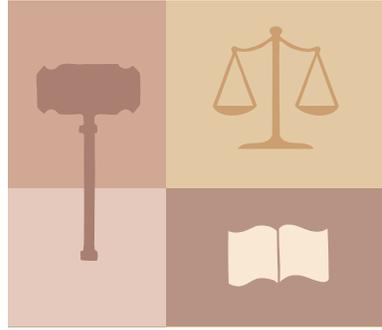
- Tag Registration
- Copy of Title or Lease.
- Copy of Bill of Sale

Section 12: Attach to the application a copy of the applicant's authority to operate from the Georgia Public Service Commission.

Section 13: Attach any and all other documentation that is requested by the Request for Qualification (RFQ) for wrecker zone applicants.

NOTICE TO WRECKER AND TOW ZONE APPLICANTS

In order for the Department of Public Safety to complete their review of applications for wrecker and tow zone services and review each applicant's compliance with Section 126-54 (a) (7) of the Cobb County Wrecker Ordinance, each applicant, and all employees and principals associated with applicants must complete the attached CONSENT FORM.



CONSENT FORM

I hereby authorize the Cobb County Police and _____,
Agent for _____, to receive any criminal information
pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

Full Name Printed

Address

Sex: _____ Race: _____ Date of Birth: _____

Social Security Number: _____

Signature

Notary Date

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.purchasing.cobbcountyga.gov) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 pm on the February 14, 2012** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov. Receipt of addenda should be acknowledged in the

submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. Withdraw Proposal Due To Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

IX. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

X. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XI. Contract

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

XII. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce

any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XIV. Conflict Of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XV. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVI. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XVII. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XVIII. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XIX. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and five (5) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXI. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed

study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing Division
1772 County Services Parkway
Marietta, Georgia 30008-4021
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIII. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXIV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXV. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXVI. Indemnification/Hold Harmless

By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts

any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXVII. Local Vendor Presence (LVP) Program – Not Applicable

XXVIII. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

See Page 2 for Evaluation Criteria

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXIX. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXX. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXI. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXII. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXIII. Special Terms And Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXIV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS
(Effective 10-28-2010 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES. IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, THE BID WILL BE DETERMINED TO BE NON-RESPONSIVE AND WILL BE DISQUALIFIED.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

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 Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCD>). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

Effective 10-28-2010

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

Effective 10-28-2010

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<i>(Project Name/Description)</i>		

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public
Commission Expires: _____

Effective 10-28-2010

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page *DBE Monthly Participation Report* with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C
Cobb County Government Disadvantaged Business Enterprise Participation
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor **From/To:**

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$ _____ Payment amount requested at this time: \$ _____

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____
 2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
 Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

ATTACHMENTS

- Attachment A - Fee Schedule
- Attachment B – Cobb County Precincts
- Attachment C – Precinct 1
- Attachment D – Precinct 2
- Attachment E – Precinct 3
- Attachment F – Precinct 4
- Attachment G – Precinct 5
- Attachment H – Cobb Clover Leaf

**Fee Schedule for
Zone Wrecker Holders
Effective May 1, 2009**

Approved by
Cobb County Board of Commissioners
April 29, 2009

A. Vehicles / Trailers having a (G.V.W.R.) Gross Vehicle Rating of 14, 500 lbs or less.

Light Vehicle Tow	\$135.00
Waiting / Excess Time	\$ 30.00 per hour*

*To be assessed on ¼ hour increments after one hour on the scene has passed.

B. Vehicles / Trailers having a (G.V.W.R.) Gross Vehicle Weight Rating in Excess of 14, 500lbs.

Heavy Vehicle Tow	\$350.00
Heavy Tow Waiting / Excess Time	\$300.00 per hour*

*To be assessed on ¼ hour increments after one hour on the scene has passed.

Any additional wreckers needed for this category at the scene, will require the documented approval of the investigating officer on the scene, and will carry the rate of the heavy vehicle tow or light vehicle tow that applies to the equipment used basic tow.

F. Impounded Vehicles Towed to Police Headquarters or other County Locations for Processing:

All vehicles impounded by the Department of Public Safety and towed for processing and afterward towed to the contractor's storage area, shall be charged only one basic tow fee.

G. Daily Storage Rates:

Charge will not begin until the end of the first twenty-four (24) hours:

- | | |
|-------------------------|------------------|
| 1. Category A. Vehicles | \$20.00(per day) |
| 2. Category B. Vehicles | \$40.00(per day) |

H. Administrative Fees:

Administrative fees, including postage, shall not be charged until the second (2nd) day maximum: \$30.00

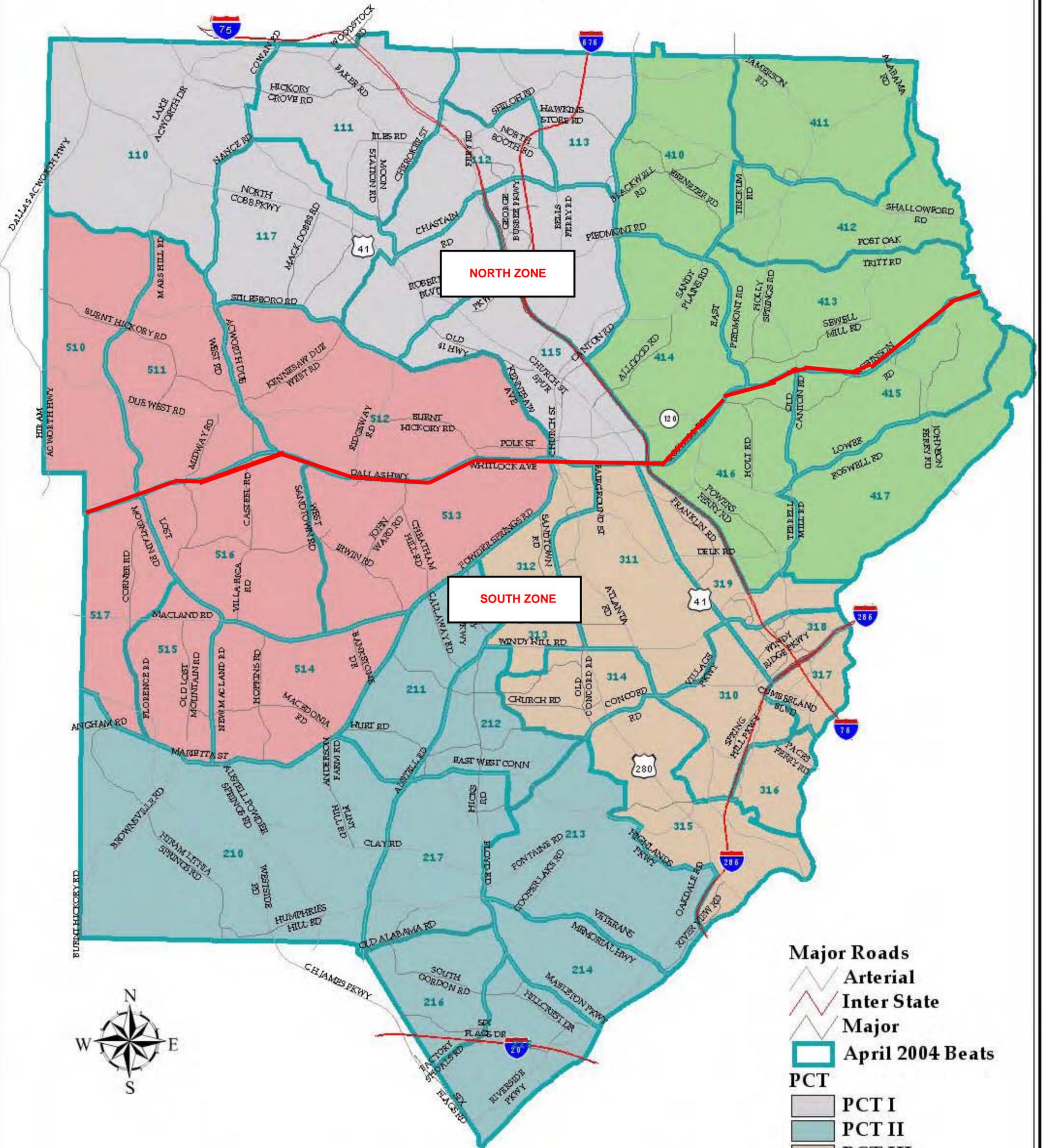
On the thirty-first (31) day an additional fee may be charged maximum: \$30.00

- I. **Fuel Surcharge:** to be assessed based on the cost of fuel. The cost of fuel will be determined by the weekly retail gas prices for the Lower Atlantic region posted by the U.S. Department of Energy on the website www.eia.doe.gov

No surcharge when cost of fuel is less than \$3.00 per gallon
3% surcharge when cost of fuel is \$3.00-\$4.00 per gallon
4% surcharge when cost of fuel is \$4.00-\$5.00 per gallon
5% surcharge when cost of fuel is more than \$5.00 per gallon
*surcharged is capped at 5% regardless of cost of fuel



**COBB COUNTY
HEAVY WRECKER
ZONES**

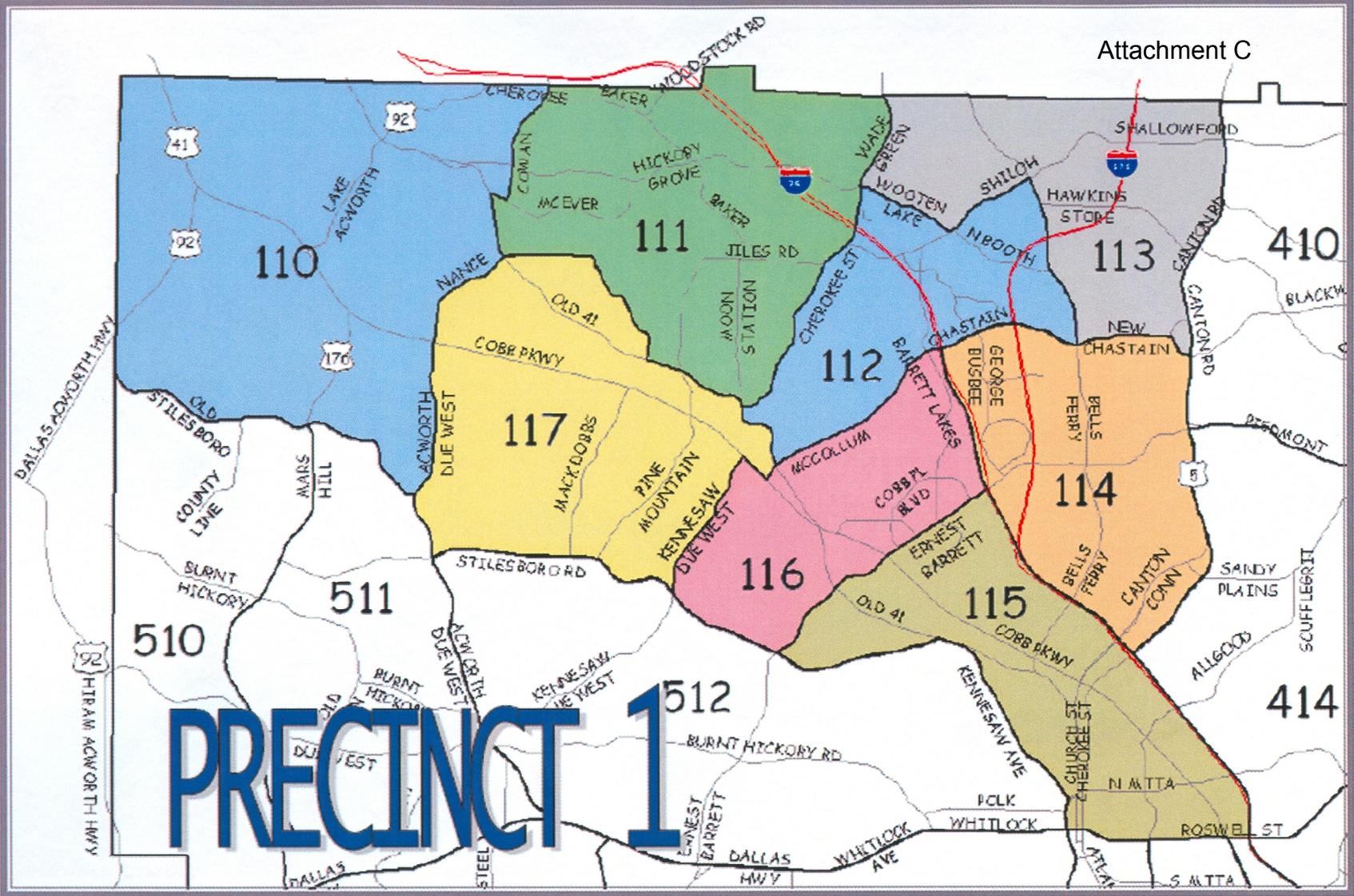


NORTH ZONE

SOUTH ZONE

- Major Roads**
- Arterial
 - Inter State
 - Major
 - April 2004 Beats
- PCT**
- PCT I
 - PCT II
 - PCT III
 - PCT IV
 - PCT V





NORTH / NORTHWEST BORDER

COUNTY LINE (BARTOW AND PAULDING)

EAST BORDER

CANTON RD (ST 5) FROM CHEROKEE COUNTY LINE SOUTH TO CANTON CONNECTOR TO I-75 SOUTH TO ROSWELL RD.

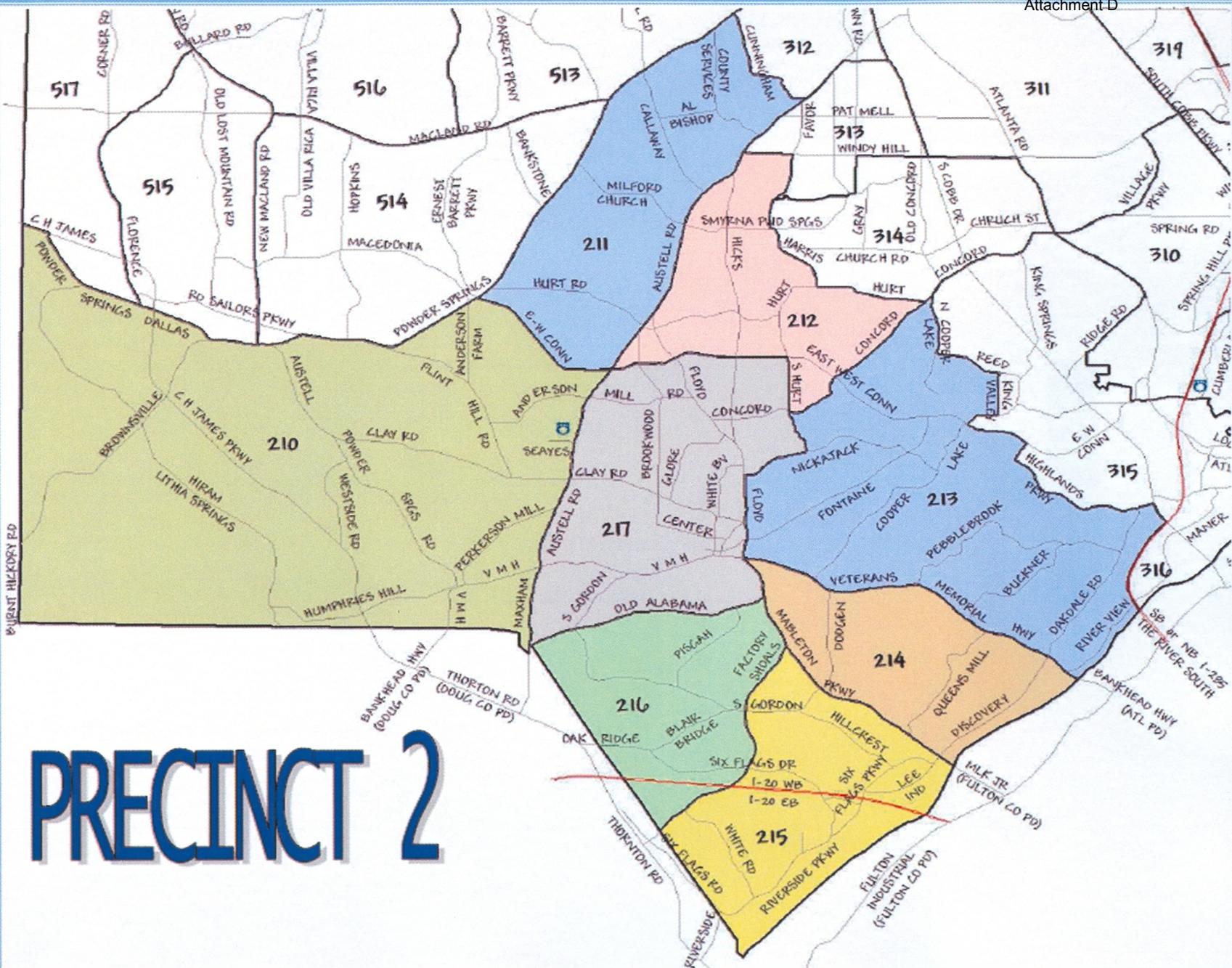
SOUTH BORDER

ROSWELL ST. (CITY OF MARIETTA)

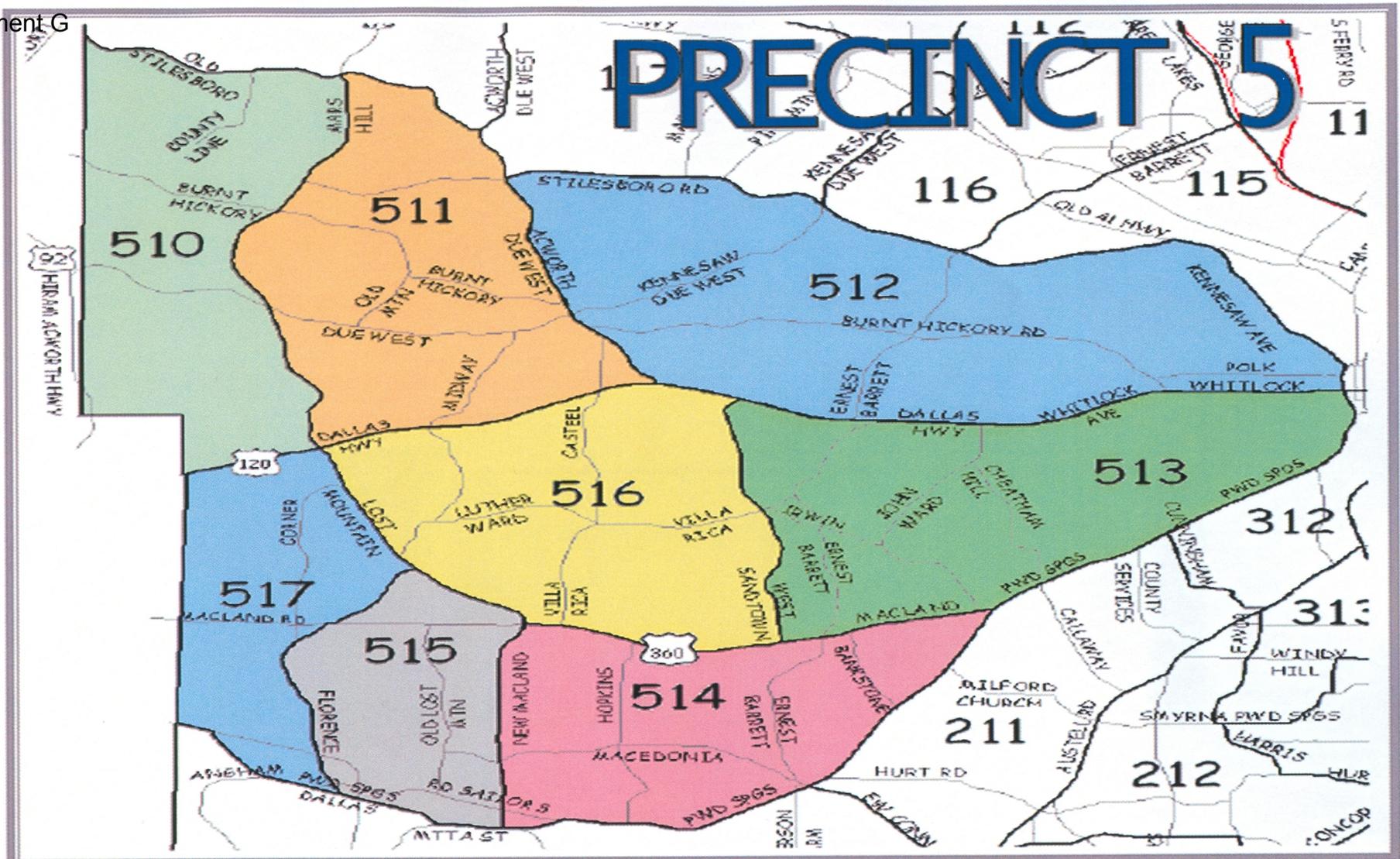
WEST BORDER

KENNESAW AVE TO STILESBORO RD WEST ON STILESBORO RD TO ACWORTH-DUE WEST RD, NORTH ON ACW-DUE WEST TO OLD STILEBORO AND WEST TO THE COUNTY LINE.

ACWORTH, KENNESAW AND MARIETTA CITIES HAVE AREAS OF JURISDICTION WITHIN SOME PCT 1 BEATS.



PRECINCT 2



- NORTH BORDER** OLD STILESBORO RD, WEST TO COUNTY LINE (PAULDING COUNTY).
- NORTHEAST / EAST** OLD STILESBORO RD, EAST TO ACWORTH-DUE WEST RD, SOUTH TO STILESBORO RD, EAST TO KENNESAW AVE, KENNESAW AVE SOUTH TO WHITLOCK ST.
- SOUTH BORDER** POWDER SPRING RD SOUTHWEST TO MARIETTA ST (CITY OF POWDER SPRINGS), WEST TO POWDER SPRINGS DALLAS HWY TO COUNTY LINE.
- WEST BORDER** PAULDING COUNTY LINE (BORDERS ALL OF ZONE 5)

MARIETTA AND POWDER SPRINGS CITIES HAVE JURISDICTION WITHIN SOME PCT 5 BEATS

Cobb Clover Leaf

I-75 / I-285 Interchange

