

CITY OF HOLLY SPRINGS GEORGIA
REQUEST FOR PROPOSALS
Specifications for Towing and Storage Services
RFP#2023-01

The City of Holly Springs is accepting proposals from qualified companies for the towing and storage of certain motor vehicles. Qualified companies shall be defined as those companies operating a towing business and storage facility within Cherokee County for a period of two or more years. The City will grant the successful respondent a contract for a period of 48 months from the date of signing, commencing on March 1, 2024, and ending on March 1, 2028, unless terminated earlier as provided herein. Interested respondents must comply in full with the provisions of the Request for Proposals (RFP).

SCOPE: This RFP is for the towing and storage of vehicles damaged, abandoned, immobilized, illegally parked, impounded or disabled on public rights-of-way or other property within the City designated for removal under lawful order.

SUBMISSION OF PROPOSALS: Responses to the request are due by **4:00 PM** on **January 25, 2024**, and will be opened and read aloud shortly thereafter in the City Hall Conference Room, 3237 Holly Springs Parkway, Holly Springs, GA 30115. No other determination of award will take place at the opening of the proposals. Proposals received after the designated time will not be considered.

Each proposal must be submitted in a **SEALED ENVELOPE** addressed to the City of Holly Springs. Each sealed envelope containing a proposal must be plainly marked on the outside as, proposal for **City of Holly Springs Towing and Storage Services RFP#2023-01**. The mailing address is P.O. Box 990, Holly Springs GA 30142. Proposals may be hand-delivered to Holly Springs City Hall at 3237 Holly Springs Parkway, Holly Springs, GA 30115.

The City Council may award the contract for this proposal on February 24, 2024, unless, in the best interest of the City, a delay is approved. Responses received after the aforementioned date and time will not be opened and considered void. The City accepts no liability relative to lateness of delivery by whatever means.

The City of Holly Springs reserves the right to reject any or all proposals, to waive any irregularities, and/or informalities in any proposal and to make an award in any manner, consistent with applicable laws and ordinances, which are deemed to be in the best interest of the City.

PERMIT FEE: The respondent shall indicate their proposed annual permit fee of not less than \$15,000. The permit fee shall be paid annually to the City of Holly Springs by March 1st. If delinquent, a late charge of \$250 shall be applied. If more than 5 days late, the respondent is subject to suspension or removal at the City's sole discretion.

CONSIDERATION DENIED: A Respondent may be denied consideration by the City for any of the following reasons:

- a. Failure to present any document required by this request.
- b. Respondent during the twelve (12) month period preceding the application process suffered revocation of a business license, occupational license or any other regulatory provision in the City, County or State.
- c. Respondent fails to adequately demonstrate ability to meet any term or condition outlined herein.
- d. Respondent or any of its employees have been convicted or entered a plea of guilty or nolo contendere for any felony crime, 1 or more DUI convictions (OCGA 40-6-391), vehicular homicide or manslaughter, reckless driving (OCGA 40-6-390), fleeing & eluding (OCGA 40-6-395) or 2 or more thefts five (5) years prior to the agreement period or any other crime which the City deems makes respondent unfit.

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CONFLICT OF INTEREST: Respondent affirms that neither Respondent nor any of Respondent's employees is an employee or elected official of the City of Holly Springs; that it has not by itself or through any person, officers, agents, or employees prevented or attempted to prevent, by any means whatsoever, competition in the proposal for the agreement to be entered into, the "Agreement" or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal or induced or attempted to induce another to withdraw a proposal for the service provided under this Agreement.

BID & PERFORMANCE BOND: Responses shall be accompanied by a bond, letter of credit or certified check in the amount of \$5,000. Refunds will be afforded unsuccessful respondents. The successful respondent will have said bond converted to a performance bond, the purpose of which defined herein.

INDEMNIFICATION: Respondent shall indemnify and hold the City and its officers, agents, and employees harmless from any and all costs or expenses (including attorney's fees) incurred by the City as a result of Respondent's performance or non-performance under this Agreement.

SERVICES REQUIRED OF THE RESPONDENT: This agreement encapsulates the furnishing of labor and equipment necessary for the removal of damaged and disabled vehicles or other equipment from highways, roads, streets, or other public thoroughfares or in close proximity thereof, and the transport of same to locations and / or facilities as requested by the owner / operators, or as directed by the Holly Springs Police Department for temporary storage or disposal. Services also include cleaning of glass, residual fluids and any other debris resulting from a motor vehicle accident or similar type incident. Respondent also agrees to provide the same services without expectation of compensation for vehicles owned, leased, or rented by the City.

SERVICE BOUNDARY: Services rendered within the scope of the contract means all properties, public or private, within the corporate limits of the City of Holly Springs or as otherwise directed by the Chief of Police or his designee for service beyond the corporate limits of the City.

EVIDENCE OF INSURANCE: Evidence of insurance and Operator Certification must be included in the Response. Said insurance shall clearly show on its face, compliance with the requisite substantive elements and shall be maintained during the term of the Agreement. Respondent shall maintain comprehensive general liability insurance covering bodily injuries with a limit of not less than one million dollars (\$1,000,000) per occurrence and property damage with a limit of not less than one million dollars (\$1,000,000) per occurrence, and statutory workers' compensation insurance, including employer's liability. All insurance shall be provided by insurers licensed to transact business in the State of Georgia and otherwise acceptable to the City and shall provide for thirty (30) days prior notice of cancellation to the City. Upon execution or upon request during the term of the agreement, respondent shall deliver to City a certificate or policy of insurance evidencing Respondent's compliance. Respondent shall abide by the terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

EVIDENCE OF BUSINESS LICENSE: Evidence of current business license or occupation tax certificate must be included in the Response.

COMPLIANCE WITH APPLICABLE LAWS: This Agreement is executed and shall be construed and enforced in accordance with the laws of the State of Georgia. Respondent shall conform to all federal, state, county and municipal laws, ordinances, and regulations now or hereafter in effect applicable to the Respondent's business. It shall be the duty of Respondent to ascertain and comply.

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DEFINITIONS: The following terms as used are acknowledged to mean:

- a. **Response Time:** This means the respondent will have a boom wrecker or rollback transporter standing by and able to respond to a scene within fifteen (15) minutes after receipt of the call and be “on scene” within twenty (20) minutes.
- b. **Light Duty:** Defined as passenger vehicle, SUV or truck having a gross vehicle weight of up to fifteen thousand (15,000) pounds.
- c. **Heavy Duty:** Defined as any vehicle or equipment having a gross vehicle weight of more than fifteen thousand (15,000) pounds but less than thirty (30,000) pounds.
- d. **Extra Heavy Duty:** Defined as any vehicle, single or articulated having a gross vehicle weight of thirty thousand pounds (30,000) or more.
- e. **Measurement of Mileage:** Miles are measured from the point of pickup to the point of storage or other designated location as requested by the vehicle owner, vehicle operator or City of Holly Springs.
- f. **Calls For Service:** Any request from the City of Holly Springs or its representative, to include Cherokee County E 911 Communications for towing or cleanup of a roadway, street, highway or other public or private thoroughfare within jurisdiction of the City or under the control of the City.

CHARGES FOR SERVICES: The City accepts the fee schedule adopted by the Cherokee County Wrecker Service Advisory & Appeals Board or other fee schedules provided by the Respondent in their proposal providing such rates shall be prominently displayed in respondent’s place of business and any billings or statements shall clearly refer to rates applied pursuant to this Agreement and all charges shall be itemized to permit reconciliation and verification of charges per incident. Respondent shall at all times utilize the least expensive equipment / boom wrecker and rollback transporter to perform the required service. If said equipment / boom wrecker and rollback transporter is unavailable at the time, however, the Respondent may utilize a more expensive boom wrecker and rollback transporter / equipment but shall charge the lesser rate.

CITY VEHICLES: All City of Holly Springs vehicles shall be towed at no cost to the city. Should a City vehicle outside the service area need towing and the Respondent is unable to provide service, the Respondent shall make arrangements on behalf of the City with another boom wrecker and rollback transporter service for the towing of the vehicle.

- a. Any vehicle towed for evidentiary reasons by the Holly Springs Police Department shall be towed to the police department’s storage facility or other location designated by the Holly Springs Police Department and at no cost to the City.
- b. Respondent shall change flat tires on City maintained vehicles at no charge although the City is responsible for repair and/or replacement of the tire(s).

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RESPONSIBILITY FOR CHARGES OF SERVICES RENDERED: The City accepts no liability for payment of any charges resulting from services rendered by the Respondent. It shall be the responsibility of the Respondent to determine ownership of any vehicle removed and ultimately collect payment. All charges shall be the responsibility of the vehicle owner or lien holder. Each vehicle may stand as security only for charges against said vehicle. When the Respondent sells an unclaimed vehicle and the proceeds are less than the charges, the Respondent shall absorb the difference with no claim against the City or any of its representatives. Excess proceeds cannot be applied for any loss suffered from the sale of another vehicle.

RELEASE OF VEHICLES: All vehicles and/or equipment removed, towed and/or stored as a result of police directed action, will not be released to the owner without expressed authorization of the Holly Springs Police Department or otherwise ordered by a court of competent jurisdiction.

RESPONDENT'S RESPONSIBILITY FOR PERSONAL PROPERTY: Respondent shall be responsible and liable for all vehicles and property contained therein towed and stored under this agreement and shall indemnify and hold harmless the City against any and all claims for damage or loss.

- a. An inventory of property contained within a vehicle shall be completed by a Holly Springs Police representative and witnessed by the Respondent or his representative prior to towing, a copy of which to be maintained by the Holly Springs Police Department and provided to the vehicle owner.

DAMAGE TO VEHICLES: The City assumes no liability for vehicles damaged as the result of being towed from any scene. The Respondent is responsible for the resolution of any claim against them relative to damage sustained while under their control or in their possession.

HOURS OF OPERATION: Respondent shall maintain sufficient equipment and labor to supply the City's demands on a full twenty-four (24) hour a day basis each day of the year. Supplemental labor and equipment are to be available so as to meet demand under exigent conditions.

RESPONDENT'S FACILITY

- a. Respondent's primary place of business shall be located within a 10-mile radius of the City boundary.
- b. Respondent shall maintain a suitable facility to transact business and accommodate the public. Such a facility must be clean and presentable at all times and subject to inspection by the City, to include the Police Department, Building and Zoning, Code Enforcement and Licensing. Failure to properly maintain facilities shall be cause for suspension of the Agreement between the City and Respondent and if necessary, termination of the Agreement in total.
- c. Respondent shall maintain an appropriately secured facility for the storage of towed vehicles and equipment. Such facility shall be located within the geographical boundaries of the City of Holly Springs, or a location approved by the City. The storage area shall be enclosed by a fence of sufficient height with barbed wire to discourage theft or damage, shall be monitored by an electronic surveillance system and shall be adequately lighted from ½ hour after sunset to ½ hour before sunrise. The storage area shall be staffed each day, not including legal holidays, to permit transaction of business but no less than Monday through Friday between the hours of 0800 and 1600. Entrances and exits shall be paved or have sufficient gravel surface to support vehicular use.

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CONDITION OF VEHICLES, EQUIPMENT AND EMPLOYEES

- a. Respondent shall maintain in a clean, operating condition at all times, boom wreckers and rollback transporters capable of moving vehicles defined as Light Duty, Heavy Duty and Extra Heavy Duty, the number of which determined by the Respondent in consideration of the service demands typically made by the City.
- b. Each boom wrecker and rollback transporter shall carry service items to include a fire extinguisher, chains, ropes, blocks, dollies, flares, flashers, flood lights, hand tools, shovels, axes, wrecking bars, brooms, first aid kit, and other equipment needed to meet the obligations of this agreement.
- c. Boom wrecker and rollback transporter operators will be credentialed by some competent authority and the Respondent lawfully registered in the City, County and State as a service provider. Competent authority is defined as industry associated professional organization, legitimate training program or manufacturer.
- d. Boom wrecker and rollback transporter operators shall be clean and wear a shirt or other apparel that identifies them as an employee of the Respondent.

REMOVAL OF DEBRIS (as required by Georgia law) Respondent shall comply with all applicable laws and guidelines regarding removal of debris from scenes with emphasis on petroleum products, plastics, glass, and tires.

IMPOUND SHEETS: Respondent shall use preprinted vehicle inventory logs (impound sheets) for services rendered. In addition to any other information required by law, the following shall be indicated on each ticket:

- 1. Time the call was received from the Police Department / Cherokee County E 911
 - 2. Time boom wrecker and rollback transporter arrived on scene.
 - 3. Time boom wrecker and rollback transporter departed from scene.
 - 4. Time boom wrecker and rollback transporter arrived at storage facility or location designated by customer.
 - 5. Mileage from point of pickup to storage facility or destination.
 - 6. Signature of boom wrecker and rollback transporter driver and the police officer working the incident.
- a. Respondent will provide to the City a summary of calls for the preceding month by the tenth (10th) working day of each month. Said summary shall include a listing of all vehicles towed, impounded, or stored at the direction of the Police Department.

DISPOSAL OF VEHICLE OR OTHER REAL PROPERTY NOT CLAIMED BY OWNER:

- a. Respondent shall comply fully with Section 40 of the Georgia Criminal Code and other applicable laws pertaining to disposal of motor vehicles or other tangible assets in possession of the respondent. In addition to the mandates of law, the Contractor will provide the Police Department no less than 5 working days in advance with a list of those vehicles scheduled for sale, including the make, model and year of the vehicle, tag number, and vehicle identification number.

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- b. At a minimum, one week after each sale, respondent shall furnish the Holly Springs Police Department a list of vehicles sold or disposed of by other means along with the name, address, and date of birth of the purchaser. Said list shall include the make, model, year, vehicle identification number (VIN) and color of the vehicle or equipment sold.

EXAMINATION OF RECORDS, FACILITIES AND VEHICLES: Respondent agrees the City shall have the right to examine any books, documents, papers, and records of Respondent involving transactions related to the Agreement and to conduct unannounced physical inspections of any vehicle, equipment and facility maintained by the Respondent. Such records will be maintained for two years after the end of this Agreement.

TERMINATION OR SUSPENSION OF AGREEMENT

- a. The City reserves the right to suspend the Agreement in the event of the Respondent's breach of any provision contained herein, including, but not limited to Contractor responses to a request from the Police Department in excess of the response time more than three (3) times in a 30-day period, failures to respond to more than two (2) calls in a 30-day period, receives three (3) or more complaints regarding billing in a 60 day period or theft or damage sustained by stored vehicles. Should additional breaches occur within six (6) months, the Respondent may be permanently removed, notwithstanding the right to appeal to the City Council.

CANCELLATION ON ARRIVAL & CONNECTION: If after a boom wrecker or rollback transporter has physically connected to vehicle and service is refused by the vehicle owner, the Respondent can charge no more than **\$ 50**.

FUEL COST ADJUSTMENT: The Respondent may request an annual adjustment of the rate schedule during the month of February based on fluctuation of the Consumer Price Index (CPI) pertaining to fuel costs providing the adjustment does not exceed 10% of the total amount charged.

ADMINISTRATIVE FEES PROHIBITED: Administrative fees are prohibited except those allowed by the Cherokee County Boom Wrecker and Rollback Transporter Service Advisory Board relative to the disposal of an abandoned vehicle.

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HOLLY SPRINGS POLICE DEPARTMENT ACCIDENT & CALL VOLUME DATA:

a. Calls for Service November 2022 through October 2023

| | |
|--------------------|-------|
| 1. November 2022 | 1,326 |
| 2. December 2022 | 1,363 |
| 3. January 2023 | 1,594 |
| 4. February 2023 | 1,353 |
| 5. March 2023 | 1,653 |
| 6. April 2023 | 1,628 |
| 7. May 2023 | 1,601 |
| 8. June 2023 | 1,570 |
| 9. July 2023 | 1,304 |
| 10. August 2023 | 1,420 |
| 11. September 2023 | 1,441 |
| 12. October 2023 | 1,457 |

b. Annual Total Traffic Accidents

| | |
|----------------------------|-----|
| 1. 2020 | 498 |
| 2. 2021 | 580 |
| 3. 2022 | 668 |
| 4. 2023 (through 11/27/23) | 560 |

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Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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Affidavit

I state that I am authorized to make this affidavit on behalf of my company, and its owners, directors and officers and I further state that:

1. During the twelve (12) month period preceding the application process, the company has not suffered revocation of a business license, occupational license or any other regulatory provision in the City, County or State.

2. No employees of this company have been convicted or entered a plea of guilty or nolo contendere for any felony crime, 1 or more DUI convictions (OCGA 40-6-391), vehicular homicide or manslaughter, reckless driving (OCGA 40-6-390), fleeing & eluding (OCGA 40-6-395) or 2 or more thefts five (5) years prior to the agreement period or any other crime which the City deems makes respondent unfit.

I state that _____ understands and acknowledges that
(Name of Company)

the above representations are material and important and will be relied on by City of Holly Springs in awarding the contract(s) for which this proposal is submitted. I understand, and my company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Holly Springs of the true facts relating to the submission of proposals for this contract.

Signature

Date

Printed Name

Title

Sworn to and subscribed before me this _____ day of _____, 20____

(Notary Public)

Seal

My Commission Expires: _____