

BILL C. PEACOCK  
Director - Purchasing



## DOUGLAS COUNTY BOARD OF COMMISSIONERS

### PURCHASING DEPARTMENT

8700 Hospital Drive • Douglasville, GA 30134  
Telephone (770) 920-7247 • Fax (770) 920-7219

### Douglas County Board of Commissioners

#### Invitation to Bid

#### Solicitation Number 15-004

### TOWING SERVICES FOR DOUGLAS COUNTY SHERIFF'S DEPARTMENT

April 1, 2015

The Douglas County Board of Commissioners is accepting sealed bids for Towing Services for the Douglas County Sheriff's Department. Bids for this service will remain firm for a 12 month term with options to renew for additional one year terms. The effective term will be May 1, 2015 through April 30, 2016.

All information for interested bidders, and bidding documents may be obtained at the office of the Douglas County Purchasing Department, (770.920.7263), located on the third floor of the Douglas County Courthouse, at 8700 Hospital Drive, Douglasville, Georgia.

Sealed bids in response to this Invitation will be received by the:

Douglas County Board of Commissioners  
Bill Peacock - Purchasing Director  
3<sup>rd</sup> Floor  
8700 Hospital Drive  
Douglasville, Georgia 30134

**The Bid due date is April 17, 2015 no later than 2:00 PM ET. Bids will be opened at 2:00 PM ET on the bid Due Date in the Purchasing Bid Opening Room on the third floor of the Courthouse. You are invited to attend, or submit your bid prior to the deadline. Each response should be marked on the outside of the envelope with: "Sealed Bid for Towing Services, 15-004".**

Douglas County reserves the right to waive any informalities, to reject any and all Bids, to evaluate Bids, to accept portions of any Bids and to accept any Bid, which in its opinion, may be in the best interest of the County. The County reserves the right to add to or delete from the contract after the contract has been awarded.

No Bid will be received or accepted after the above specified date and time of the Bid opening. Bids submitted after the designated date and time will be deemed invalid and returned unopened to the Bidder.

web site: [CelebrateDouglasCounty.com](http://CelebrateDouglasCounty.com)

e-mail: [bpeacock@co.douglas.ga.us](mailto:bpeacock@co.douglas.ga.us)

Persons With Hearing Or Speech Disabilities Who Need To Contact Douglas County May Place Their Call Through The Georgia Relay Center At (800) 255-0056 (Text Telephone) Or (800) 255-0135 (Voice Telephone).

No Bids may be withdrawn within **sixty (60)** days after the Bid opening and all Bids shall remain firm during this period. Once the contract has been awarded and signed the bid prices shall be valid for a period of one (1) year.

**Addenda and Interpretations:**

All questions about the meaning or intent of the Bid Documents are to be in writing addressed to:

Douglas County Purchasing Director  
3<sup>rd</sup> Floor, Courthouse  
8700 Hospital Drive  
Douglasville, Georgia 30134

To be given consideration, such requests must be received sufficiently prior to the date fixed for the opening of Bids to permit written distribution of response to all Bidders. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Information for Bidders as deemed advisable by the County Attorney.

The Bid Requirements are attached to this notice.

## DESIGNATED TOWING SERVICES FOR SHERIFF'S OFFICE

### BID REQUIREMENTS

The Douglas County Sheriff's Office will be accepting proposals from local towing companies to provide all wrecker and storage services for vehicles authorized towed by Sheriff's staff on a rotating basis every three (3) weeks. This includes, but is not limited to the following:

- Stolen vehicles
- Seized vehicles
- Accident vehicles
- Crime vehicles
- Road hazards
- Sheriff's Office fleet vehicles
- Any other lawful purposes

The majority of all towing services are within the limits of Douglas County, however, companies must be willing to tow vehicles from anywhere within the State of Georgia. Towing Companies submitting requests for consideration must be able to meet the following minimum criteria:

#### **Criteria for Towing Companies applying for inclusion on the Douglas County Sheriff's Office "Wrecker Rotation List":**

- 1) A "Wrecker Rotation List" shall be valid for twelve (12) months from the date of the bid award and renewable for an additional twelve (12) month period subject to approval of all parties.
- 2) **Towing Companies must agree to tow any and all Douglas County Sheriff's Office vehicles free of charge within the boundaries of Douglas County. Pricing for Sheriff's Office vehicles outside the county shall be negotiated as needed.**
- 3) All towing companies must provide proof of a minimum of six months pre-paid insurance coverage or a certificate of insurance, as required by the Georgia Public Service Commission which designates vehicles covered and any expiration dates. There must be a provision that the insurance company shall notify the Douglas County Sheriff's Office in the event the policy expires or is cancelled for any reason.
- 4) A declaration of ownership naming all parties (name and address) who own **any** interest in the Towing Company.
- 5) Copy of titles and motor vehicle registrations for each wrecker operated in conjunction with the Douglas County Sheriff's Office wrecker rotation list.
- 6) Proof that the Towing Company has been in the towing business, in Douglas County, for a minimum of two (2) years.
- 7) A copy of the Towing Company's current city or county business license.
- 8) A current Motor Vehicle Report for each driver who will be operating a wrecker and a photo copy of each operator's driver's license.

- 9) Photographs of each wrecker showing compliance with the Georgia Public Service Commission, Georgia Public Safety Department, Georgia Department of Transportation, and U.S. Department of Transportation.
- 10) Photographs of storage lots showing compliance with this policy.
- 11) A release signed by each owner, driver and employee authorizing the Douglas County Sheriff's Office to conduct criminal background check.
- 12) Each Towing Company agrees to random inspections of pertinent documents, work sites, and equipment by Sheriff's staff during normal business hours to ensure continued compliance with these regulations. (Pertinent documents include but are not limited to bills, charging summaries, invoices, insurance documentation, etc...)
- 13) If the Towing Company is selected and is found not in compliance, the owner will be advised of any deficiencies in writing and provided a reasonable opportunity (not to exceed 30 days) to correct them. Failure to correct the deficiencies within thirty (30) days will cause the Towing Service to be permanently removed from the rotation.
- 14) All wreckers used by Towing Companies must be registered with the Georgia Public Service Commission and be in full compliance with their rules and regulations.
- 15) All Towing Companies must maintain a secure storage area for towed vehicles, inside the boundaries of Douglas County, and have wreckers available on a 24 hour basis.
- 16) Each Towing Company must maintain liability insurance, which covers stored vehicles and contents, maintained in their storage lots.
- 17) The storage lot must be fenced with a minimum of 6 ft. fencing, lighted and secured with adequate locking devices or security.
- 18) Towing Companies must maintain a large wrecker on their available fleet to handle vehicles up to and including 18 wheel Tractor/Trailers.
- 19) A Towing Company must maintain the minimum liability insurance prescribed by the Georgia Department of Revenue and the Federal Highway Administration on all vehicles used in its business as follows:
  - A) Intrastate
    - ☐ \$100,000 / person
    - ☐ \$300,000 / accident
    - ☐ \$50,000 property
  - B) Interstate
    - ☐ \$750,000 liability
    - ☐ MCS-90 (Proof of liability insurance)
- 20) Towing Companies must maintain regular business hours and a listed public business telephone number.
- 21) Towing Companies shall provide **reasonable** access to any towed vehicles 7 days per week and shall not be allowed to charge storage fees for any days a vehicle owner was unable to retrieve their vehicle due to the fault of the towing service.
- 22) Towing Companies must maintain and furnish to the Patrol Commander a list of all current personnel operating wrecker equipment and any new hires, as well as a current Motor Vehicle Report on those drivers.
- 23) Tow vehicle operators must maintain a valid driver's license of the appropriate class and with the appropriate endorsements required to operate the wrecker service's equipment under Georgia law.

- 24) Towing Companies must maintain a minimum of two contact telephone numbers to be used for dispatching calls for service.
- 25) If a Towing Company is unable or unavailable to respond to a call, the wrecker must notify the Douglas County Sheriff's Office Dispatch Center immediately. The Towing Company is prohibited from calling its own back-up wrecker. If the wrecker service is unable to respond to the initial call, the Dispatch Center will contact the next wrecker in the rotation.
- 26) In the event that a Towing Company is unavailable for service calls, the Towing Company will notify the Dispatch Center immediately and the company will be skipped. It is the responsibility of the Towing Company to notify the Dispatch Center when they are, again, available for calls.
- 27) Whenever a vehicle is released to a tow truck operator, it will be inventoried, by the deputy, and checked for damage by the tow truck operator and the deputy. Any visible damage will be noted on the Sheriff's Office "Impound/Inventory" sheet. Any damages or loss of property, thereafter, shall be the responsibility of the Towing Company.
- 28) When a vehicle is towed to the Sheriff's Office impound area at the request of the Sheriff's Office, the deputy will sign and be given a copy of the impound invoice. The tow fee will be paid by the vehicle's owner before the vehicle is released by the Sheriff's Office unless the vehicle is forfeited to the county, at which time, the towing charges shall be waived by the Towing Service.
- 29) Towing Companies will not charge storage fees for the first 24 hours.**
- 30) Towing Companies will not charge storage fees for any day(s) the Towing Company is closed and the vehicle's owner is unable to claim the vehicle or anytime the vehicle is held at the Sheriff's Office.**
- 31) During regular business hours, Towing Companies will allow the owners/drivers of vehicles, which have been impounded, to retrieve personal property from the vehicle.
- 32) If the owner of a vehicle, towed at the request of the Sheriff's Office, cannot be located or contacted the Towing Company is required to notify the Sheriff or his designee, in writing, giving a full description of the vehicle and its contents before any abandoned vehicle proceedings are commenced.
- 33) The Towing Company shall maintain a running list of all vehicles towed and/or stored for the Douglas County Sheriff's Office. The list shall document make, model, year, color, V.I.N., tag number, name of owner, and their purpose for towing and/or storage of the vehicle. These records shall be made available for inspection by the Sheriff or his designee, upon request, during regular business hours. **These records will be furnished to the Sheriff's Office on the day following the end of each Towing Company's rotation.**
- 34) Towing Companies are prohibited from running wrecker calls for the purpose of soliciting business.
- 35) Upon arriving at the scene, if the Towing Company requires assistance from another Towing Company, a request will be made for such through the Deputy, on the scene. The Deputy will call for the additional wrecker, from the agency approved Wrecker Rotation List.
- 36) It is the responsibility of the wrecker driver to insure that all safety equipment is used in accordance with state and federal laws, guidelines and regulations, and manufacturer's requirements as designed for the safe and legal operation of recovery vehicles.
- 37) A Towing Company will be disqualified if its owners or partners operate another company which conducts business with the Douglas County Sheriff's Office which may be to be a conflict of interest.
- 38) The following equipment must be maintained on all wreckers:

- A) Valid registration tag;
- B) Flashing or revolving amber light with 360 degree visibility;
- C) Battery jumper cables;
- D) Safety Chains;
- E) Fire extinguisher;
- F) Broom;
- G) Flat shovel;
- H) Container for debris;
- I) Motorcycle straps (4);
- J) Tow away lamps (tail, stop, and turn signal lights for vehicles being towed), and
- K) Any other equipment required by federal or state law

39) The Towing Company's name, address, and telephone number shall be permanently affixed to both sides of the vehicle. Letters must be readable at a distance of 50 feet while the vehicle is stationary.

Towing services must provide copies of all the aforementioned documentation along with:

- A complete list of services offered by your company
- A complete pricing list for these services
- A list of benefits and/or compensation offered to the department for exclusive towing privileges listed above

**DOUGLAS COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
TOWING SERVICES BID FORM**

Douglas County, Georgia  
Purchasing Department  
Bidder Response Sheet

Solicitation No. \_\_\_\_\_ Date: \_\_\_\_\_

Re: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Services to be Offered		Unit Cost		Other Benefits Offered

Payment Terms: \_\_\_\_\_

Pricing Valid Until Date: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

## **GENERAL CONDITIONS**

### **PURPOSE**

1. The purpose and intention of this invitation to bid issued by the Douglas County Purchasing Department is to afford all suppliers an equal opportunity to bid on all operating supplies, services, equipment, maintenance and repairs that are listed in the accompanying documents.

### **SPECIFICATIONS**

2. Whenever standard Douglas County specifications are specified in any invitation to bid, or request for proposal, all bidders must comply with these specifications. Specifications other than standard specifications are to be considered as setting a standard of quality suitable to permit competition and at the same time protect the integrity of the purchasing process. It is the overall intent of the specifications to insure that the minimum needs of the County are met.

Brand or trade names used herein are intended to establish quality standards, and are not intended to limit or eliminate competition.

The County does reserve the right to specify that particular specifications be strictly adhered to, and brand or trade names not be substituted.

### **PURCHASING POLICY**

3. All bidders are hereby put on notice that, in all purchasing and related activities, the Douglas County Purchasing Department shall pursue a policy of securing the greatest possible economy consistent with grades of quality of supplies and services that are adapted to the purpose for which they are required.

### **AWARD OF CONTRACT**

4. The award of all contracts will be made in conformity with the above purchasing policy. Douglas County reserves the right to award items separately, grouped or on an "all or none" basis and to reject any or all bids and waive all informalities.

### **PRICING**

5. All prices should be quoted in the unit of measure as required and shall be firm until bid is awarded unless otherwise specified.

## **CANCELLATION OF CONTRACT**

6. In any of the following cases the Purchasing Department has the right to cancel any contract entered into under these Purchasing Rules and Regulations;
  - a. Breach of Contract;
  - b. In the event the contractor fails to furnish a satisfactory performance bond within the time specified, when such bond is required;
  - c. Failure of the contractor to make delivery within the time specified in the contract;
  - d. In the event any commodity of equipment is rejected for failure to meet specifications, non-conformity with sample or the items are not in good condition when delivered;
  - e. Wherever the contractor is guilty of misrepresentation; i.e., misbranding of food or drugs;
  - f. Wherever the contract was obtained by fraud, collusion, conspiracy or other unlawful means, or the contract conflicts with any statutory and constitutional provision of the State of Georgia or the United States; or
  - g. Wherever Douglas County deems that a cancellation is in the best interest of the County provided that the Vendor be notified of such cancellation prior to production and/or shipment.

## **PERFORMANCE BONDS**

7. Douglas County reserves the right to require a performance bond on all awards over \$1,000.00.

## **NON PERFORMANCE**

8. In the event contractor fails to perform in accordance with the specifications, the contractor will be deemed to be in default. The Purchasing authority shall notify the contractor verbally and in writing of incidence of nonperformance. If the contractor fails to perform in accordance with the contract specifications, within five (5) days after notice, as provided herein, the Purchasing Manager shall take appropriate action including but not limited to contract cancellation, collection proceedings, suspension or disbarment.

## **SUBSTITUTIONS**

9. If bidding other than specified in the bid proposal, state brand, model number and submit illustrations and descriptive literature with bid in order that quality, suitability, and compliance with the specifications may be determined. Failure to do so may cause your bid to be disqualified.

## **DISCOUNTS**

10. Discounts will be considered when making an award.

## **QUANTITIES**

11. Douglas County reserves the right to increase or decrease the quantity as necessary at the same prices and terms stated in sellers bid proposal.

## **DELIVERY**

12. All deliveries shall be F.O.B. Destination, Douglasville, Douglas County, Georgia. If the vendor fails to make delivery within a satisfactory time, Douglas County reserves the right to cancel the item and to purchase elsewhere charging the re-procurement costs, i.e., increase in price, cost of handling (if any), to the original vendor making the unsatisfactory, late or non-delivery cause for cancellation.

## **PAYMENT**

13. Payments will not be made in advance. Payments will be made after satisfactory delivery and acceptance by Douglas County for goods and/or services.

## **BID RESPONSE**

14. Bids should be submitted on the forms provided for this purpose and should be filled out with ink or typewritten and signed in ink. Do not erase, correct or white over any prices or figures necessary for the completion of this bid proposal. If any corrections are necessary, each one should be initialed. Failure to comply with these requirements may cause your bid to be disqualified.

## **CONTRACTUAL SERVICES**

15. At the option of Douglas County and acceptance by the contractor this contract may be extended for two (2) additional twelve (12) month periods not to exceed 36 months at the same terms and prices.

## **INSURANCE**

16. For general contracting exposure.

### **A) INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. The Contractor and Subcontractors shall secure and maintain during the life of this contract Worker's Compensation Insurance for all of their employees employed at the site of any Douglas County project, at statutory limits. The Employer's Liability shall have limits not less than \$500,000.
2. Comprehensive General Liability Insurance – shall be in limits no less than \$1,000,000 combined single limit per occurrence for aggregate or property damage. Property damage insurance shall be in broad form including complete operations.
3. Automobile liability coverage for owned, non-owned and hired. Such insurance shall be in limits no less than \$1,000,000 combined single limit per occurrence.
4. Professional liability shall be in limits no less than \$2,000,000 each claim made, and annual aggregate of \$3,000,000

### **B) OTHER INSURANCE PROVISIONS**

#### 1. General Liability, and Automobile Liability insurance

- A. The Owner and its officers, officials, employees and volunteers are to be covered as additional insured's with regards to any liability arising out of activities performed by or on behalf of the Contractor.
- B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.
- C. The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against Douglas County and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after ninety (90) days' prior written notice by certified mail, return receipt requested, has been given to the Owner, Douglas County, Georgia, in care of the Douglas County Purchasing Department.

**C) ACCEPTABILITY.**

Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or otherwise acceptable to the Owner.

**D) VERIFICATION OF COVERAGE.**

Contractor shall furnish Douglas County with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. Douglas County further reserves the right to require complete, certified copies of all required insurance policies at any time.

**E) SUBCONTRACTORS**

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Douglas County may request evidence of subcontractor's insurance at any time.

**LOCAL PREFERENCE**

17. Douglas County Board of Commissioners has approved the utilization of a local county preference to the Douglas County Code of Ordinance. The local preference may be used and allows for a local firm to be awarded the bid when not the lowest bidder, if the lowest bid is within 3% of the local company's bid amount, except for construction services, and road project expected to exceed \$20,000, which will be subject to Georgia State law. If all bidders are local firms, this section does not apply.

## **INDEMNIFICATION AND GENERAL CONSTRUCTION TERMS**

18. The contractor hereby agrees to protect, defend, indemnify and hold the county and its merit and contract employees, agents and officers free and harmless from any and all loses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the county arising in favor of any party.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at the sole expense of the contractor. Contractor also agrees to bear all other costs and expenses related, thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against contractor or the county or to enlarge in any way the contractor's liability but is intended solely to provide indemnification of the county from liability for property damage, property loss, personal injury, bodily injury or death to the contractors, the contractor's employees or any third persons or property arising from the contractor's performance hereunder.

The contractor agrees to keep informed and comply with all Federal, State, and local laws, policies, regulations, ordinances and codes, but not limited to, the contractor's duty to provide a safe work environment and road conditions for the contractor's employees, subcontractors, county employees and third parties. This provision confers all safety responsibility, to include but not limited to, knowledge of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Highway Signs (SHS), Utility Accommodation Policy and Standards Manual, safety management, human resource management, and traffic management as it relates to all methods and forms of employee hiring and retention, safety signage, fall prevention, warning devices, safety barricades, safety fencing, work zone flaggers, scaffolding, motorist and pedestrian road and sidewalk detour direction and all other regulated safety requirements for the duration of The Work as is necessary to provide for the health and safety of the Contractor's employees, subcontractors, county employees, pedestrians, motorists and all third parties. Where and when applicable, warning devices shall be placed prior to the commencement of any road improvement work on any roads and shall remain in place until the conclusion of all Work.

## **GEORGIA SECURITY AND IMMIGRATION ACT OF 2006**

19. As of July 1, 2007, all contracts with Douglas County must have a certification from the Contractor that they comply with the Georgia Security and Immigration Act of 2006. This requires all those individuals, firms, contractors, consultants, etc., contracting with the County to execute the Contractor Affidavit and Agreement. If subcontractors are engaged, they are required to execute the Subcontractor Affidavit. These affidavits are available to download from the Douglas County Purchasing Department website, located at [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com), or may be attached for your convenience in compliance with this requirement.

## **DISPUTE RESOLUTION**

20. The jurisdiction and venue of any dispute arising out of this agreement shall lie with in the Superior Court of Douglas County, Georgia, and the governing law shall be the law of the state of Georgia.

## **AFFIDAVIT VERIFYING STATUS FOR COUNTY PUBLIC BENEFIT APPLICATION-**

21. The SAVE program is a federal program that is designed to check the immigration status of aliens who are applying for federal, state, or local public benefits. Although, this federal program is voluntary for most governments, it is mandatory in Georgia because OCGA 50-36-1 requires all levels of government to participate in this program. When an alien applies for a public benefit through our county government, he or she is now required to sign an affidavit stating that they are either a U.S. citizen, legal permanent resident or a qualified alien. If they check that they are not a U.S. citizen, the county must process their alien registration number through the SAVE system to ensure they are legally in the country and thus qualified to receive the public benefit for which they have applied. This affidavit is available to download from the Douglas County Purchasing Department website, located at [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com), or may be attached for your convenience in compliance with this requirement.