

	CITY OF DUNWOODY REQUEST FOR STATEMENT OF QUALIFICATIONS (THIS IS NOT AN ORDER)
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RFQ Number: <u>09-222</u>	RFQ Title: <u>WRECKER SERVICE</u>
RFQ Due Date and Time: March 18, 2009 Local Time: 2:00pm	Number of Pages: 36

<u>ISSUING DEPARTMENT INFORMATION</u>	
Issue Date: March 10, 2009	
<u>City of Dunwoody</u> <u>Police Department</u> <u>400 Northridge Road Suite 1250</u> <u>Dunwoody, Ga. 30350</u>	Phone: 678-382-6710 Fax: 678-382-6701 Website: www.dunwoodyga.gov

<u>INSTRUCTIONS TO OFFERORS</u>	
Return Submittal to: City of Dunwoody Purchasing Division 400 Northridge Road Suite 1250 Duluth, Ga. 30350	Mark Face of Envelope/Package: RFQ Number: 09-222 RFQ Due Date: March 18, 2009 @ 2:00PM local time
	Special Instructions:

<u>IMPORTANT: SEE STANDARD TERMS AND CONDITIONS</u>
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<u>OFFERORS MUST COMPLETE THE FOLLOWING</u>	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:

<u>OFFERORS MUST RETURN THIS COVER SHEET WITH RFQ RESPONSE</u>

OFFEROR'S RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind

When Responding to an RFQ for the City of Dunwoody

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-Statement of Qualifications conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFQ.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQ. All addenda issued for an RFQ are posted on the City’s website and will include all questions asked and answered concerning the RFQ.
5. _____ **Follow the format required in the RFQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Statement of Qualifications is evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the DOAS/City website for RFQ addenda.** Before submitting your response, check the DOAS website at: <http://doas.georgia.gov> and the City website at: www.dunwoodyga.gov to see whether any addenda were issued for the RFQ. If so, you must submit a signed cover sheet for each addendum issued along with your RFQ response.
9. _____ **Review and read the RFQ document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late Statement of Qualifications responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s Response.

CITY OF DUNWOODY

STATEMENT OF QUALIFICATIONS LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this Statement of Qualifications shall be valid and held open for a period of one hundred twenty (120) days from Statement of Qualifications opening date.

STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Offeror to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CITY OF DUNWOODY

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Dunwoody officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

Name of Offeror _____

Name and the official position of the Dunwoody Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Dunwoody Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Dunwoody and your relation:

TABLE OF CONTENTS

1.0	INTRODUCTION	7
1.1	PURPOSE OF PROCUREMENT	7
1.2	STATEMENT OF QUALIFICATIONS CERTIFICATION	7
1.3	SCHEDULE OF EVENTS	7
1.4	RESTRICTIONS ON COMMUNICATIONS WITH STAFF	7
1.5	DEFINITION OF TERMS	8
1.6	DESCRIPTION OF REQUIREMENTS	8
1.7	SUBMITTING A STATEMENT OF QUALIFICATIONS	9
1.8	REQUIRED REVIEW	10
2.0	RFQ STANDARD INFORMATION	12
2.1	AUTHORITY	11
2.2	COMPETITION	11
2.3	RECEIPT OF STATEMENT OF QUALIFICATIONS & PUBLIC INSPECTION	12
2.4	CLASSIFICATION & EVALUATION OF STATEMENT OF QUALIFICATIONS	14
2.5	CITY'S RIGHTS RESERVED	14
3.0	MANDATORY REQUIREMENTS	14
3.1	SCOPE OF SERVICES	15
3.2	BACKGROUND INFORMATION	15
3.3	STATEMENT OF WORK	15
3.4	QUESTIONNAIRE	17
4.0	STATEMENT OF QUALIFICATIONS SUBMISSION AND EVALUATION	20
4.1	PROCESS FOR SUBMITTING STATEMENT OF QUALIFICATIONSS	20
4.2	EVALUATION PROCESS	21
4.3	REJECTION OF STATEMENT OF QUALIFICATIONSS/CANCELLATION OF RFQ	23
5.0	TERMS AND CONDITIONS	24
5.1	RFQ AMENDMENTS	24
5.2	STATEMENT OF QUALIFICATIONS WITHDRAWAL	24
5.3	COST FOR PREPARING STATEMENT OF QUALIFICATIONSS	24
5.4	TERM	24
5.5	RENEWAL	22
5.6	CONFLICT OF INTEREST	22
5.7	ADA GUIDELINES	23
5.8	COMPLIANCE WITH LAWS	23
5.9	GOVERNING LAWS	23
5.10	INDEMNIFICATION	23
5.11	CORRECTIONS/CREDITS	23
5.12	INSURANCE	23
5.13	CANCELLATION	24
5.14	INDEPENDENT CONTRACTOR	24
5.15	NO ASSIGNMENT	24
5.16	AUDIT	24
5.17	ATTORNEY'S FEES	24
5.18	MISCELLANEOUS	24
5.19	SPECIAL STIPULATIONS	25

APPENDIX A.....	28
SCHEDULE OF EVENTS	26
APPENDIX B.....	28
COST PROPOSAL	28
APPENDIX C.....	29
CONTRACT.....	29

1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose and scope of this Request for Qualifications is to establish an agreement from qualified contractors for the removal of wrecked, disabled, or abandoned parked vehicles from the City of Dunwoody. The scope for this specification covers the applicable specifications, performance requirements, and other requirements.

The Contractor shall abide with and be bound by all applicable statutes and ordinances, and shall in no way be relieved of the necessity to comply there with by this contract. Contractors will be governed by the Official Code of Georgia, Title 40 Licenses, Permits, and BUSINESS Regulations, Chapter 11 VEHICLE TOWING SERVICES, REMOVAL OF VEHICLE FROM PRIVATE PROPERTY, PARKING FACILITIES, PUBLIC ROADWAYS, AND REPOS.

The Contractor shall perform all towing services in a professional manner, exercising due care for the health, safety, and rights of others.

The Contractor shall maintain a current and valid City of Dunwoody Wrecker Permit.

1.2 Statement of Qualifications Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Dunwoody certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFQ. All Statement of Qualifications submitted pursuant to this request will be made in accordance with the provisions of this RFQ.

1.3 Schedule of Events

See Exhibit A for the detail Schedule of Events.

1.4 Contract Term

The initial contract term is one (1) year, or less, from contract award through December 31, 2009, with four (4) additional one (1) year options to renew. Renewal periods will be based on the Fiscal Year period beginning January 1 and ending December 31. Renewal will depend upon funding, and Contractor performance. Contract award will be by the issuance of a Notice of Award document. Renewal will be accomplished through the issuance of Notice of Award Amendment.

1.5 Background

The City of Dunwoody became incorporated on December 01, 2008. The Mayor and Council authorized the creation of the Dunwoody Police Department. On April 1, 2009, the Dunwoody Police Department will begin providing public safety services for the residents and business within the City's boundaries.

The Dunwoody Police Department will need wrecker services to remove vehicles, trucks, or other obstacles that are involved in accidents, experience mechanical failure, improper parking, abandoned, or other unforeseen obstacles preventing the normal flow of traffic. The wrecker service will need to be available to assist at driver-vehicle checkpoints and special events as needed.

1.6 Restrictions on Communications with Staff

All questions about this RFQ must be submitted in the following format:

Company Name

1. Question
Citation of relevant section of the RFQ
2. Question
Citation of relevant section of the RFQ

Questions must be directed in writing (email only) to the Issuing Officer:

Tyra Little
Purchasing Manager
City of Dunwoody
400 Northridge Road Suite 1250
Dunwoody, Ga. 30350
(E-mail: tyra.little@dunwoodyga.gov)
Ph.678-382-6710

Questions must include the company name and the referenced RFQ section.

From the issue date of this RFQ until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The City reserves the right to reject the Statement of Qualifications of any Offeror violating this provision. All questions concerning this RFQ must be submitted in writing (email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the City.

1.7 Definition of Terms

OCGA - Official Code of Georgia Annotated (State Statute)

Offeror – Respondent to this Request for Statement of Qualifications

RFQ - Request for Statement of Qualifications

1.8 Description of Requirements

The City of Dunwoody has established certain requirements with respect to Statement of Qualifications/ to be submitted by offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will cause rejection of offeror's Statement of Qualifications.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

1.8.1 Resulting Contract

This RFQ and any addenda, the offeror's RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract, attached as Appendix D, contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

1.8.2 Mandatory Requirements

To be eligible for consideration, an offeror *must* meet the intent of all mandatory requirements. The City will determine whether an offeror's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.8.3 Understanding of Specifications and Requirements

By submitting a response to this RFQ, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

1.8.4 Offeror's Signature

The Statement of Qualifications must be signed in blue ink by an individual authorized to legally bind the business submitting the Statement of Qualifications. The offeror's signature on a Statement of Qualifications in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the City of Dunwoody from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

1.9 Submitting a Statement of Qualifications

1.9.1 Organization of Statement of Qualifications

Offerors must organize their Statement of Qualifications into sections that follow the format of this RFQ, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following Statement:

“(Offeror’s Name)” understands and will comply.

1.9.2 Failure to Comply with Instruction

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.9.3 Copies Required and Deadline for Receipt of Statement of Qualifications

Offerors must submit two (2) original Statement of Qualifications and one (1) copy on CD's to the City of Dunwoody. Statement of Qualifications must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFQ #09-222. **Statement of Statement of Qualifications must be received at the receptionist's desk of the City of Dunwoody prior to 2:00 pm local time, March 18, 2009.**

1.9.5 Late Statement of Qualifications

Regardless of cause, late Statement of Statement of Qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late Statement of Qualifications will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.10 Required Review

1.10.1 Review RFQ

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFQ.

1.10.2 Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing or via e-mail to the procurement officer referenced above on or before March 13, 2009. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.10.3 City's Answers.

The City will provide an official written answer to all questions received by March 13, 2009. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be posted on the State of Georgia/DOAS website alongside the posting of the RFQ at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and also the City's website at: www.dunwoodyga.gov by the close of business on the date listed. Offerors must sign and return any addendum with their RFQ response.

1.10.4 Standard Terms and Conditions/Standard Contract.

By submitting a response to this RFQ, offeror agrees to acceptance of the standard terms and conditions and standard contract as set out in Appendices C of this RFQ. Much of the language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions or with the offeror's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the offeror's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFQ and will apply to all offerors submitting a response to this RFQ.

1.10.5 Project Oversight and Staffing

The successful offeror will report to Lt. David Barnes, Police Department, **at email: david.barnes@dunwoodyga.gov:678-382-6700**. Project status is mandatory, during the work via in process reviews (IPRs), reports and/or other interactions as proposed or specified.

2.0 RFQ STANDARD INFORMATION

2.1 Authority

This RFQ is issued under the authority of the Purchasing Division of the City of Dunwoody. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

2.2 Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, Statement of Qualifications, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.3 Receipt of Statement of Qualifications and Public Inspection

2.3.1 Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of Statement of Qualifications has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Dunwoody (3) any company financial information requested by the City of Dunwoody to determine Contractor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Statement of Qualifications.

Upon opening the Statement of Qualifications received in response to this RFQ, the procurement officer in charge of the solicitation will review the Statement of Qualifications and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Statement of Qualifications.
- The Statement of Qualifications does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Statement of Qualifications containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.4 Classification and Evaluation of Statement of Qualifications

2.4.1 Initial Classification of Statement of Qualifications as Responsive or Non-responsive

All Statement of Qualifications will initially be classified as either “responsive” or “non-responsive”. Statement of Qualifications may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the Statement of Qualifications is not within the plans and specifications described and required in the RFQ. If a Statement of Qualifications is found to be non-responsive, it will not be considered further.

2.4.2 Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.4.3 Evaluation of Statement of Qualifications

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

2.4.4 Completeness of Statement of Qualifications

Selection and award will be based on the offeror’s Statement of Qualifications and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.7 Evaluation Committee Recommendation

The evaluation committee will provide a written recommendation to reflect those contractors who met the evaluation criteria and are considered as pre-qualified to move forward into Phase II of the project. The procurement officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring in the evaluation committee’s recommendation.

2.5 City's Rights Reserved

Issuance of the RFQ in no way constitutes a commitment by the City of Dunwoody to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFQ;
- reject any or all Statement of Qualifications received in response to this RFQ;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statement of Qualifications;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

3.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the Statement of Qualifications before further consideration will be given. Offeror must prepare and submit a response which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

3.1 Scope of Services/Performance Requirements

1. In accordance with the terms of this agreement and the benefits and fees set out herein, the successful Contractor shall pick up and transport vehicles from within the City of Dunwoody, when requested to do so by the City of Dunwoody Police Department.
2. The Contractor shall keep a written record of all vehicles moved for a period of not less than **120** days. The record shall consist of the following information:

Date and Time

License, Make, & Model of vehicle being towed

Physical address of location towed from

Physical address of location vehicle is towed to

Damage to vehicles caused by the Contractor in the process of hooking, unhooking, and transporting the vehicles shall be the responsibility of the Contractor. The owning contractor must be licensed, insured, and bonded.

3. The Contractor shall not subcontract any portion of the tasks noted herein without express written approval of the City Manger or his designee.

3.2 Equipment Specifications

The Contractor must own and maintain at all times for the carrying out of this contract the following equipment (or the right to use the same under a written lease agreement for the period covered by this contract):

1. One minimum twenty-five (25) ton or large hydraulic boom wrecker capable of towing large loaded cement trucks, garbage trucks, and fire trucks, or similar vehicles.
2. One minimum 21,000 GVW, ten (10) ton lift and wrench rating or larger single or tandem axle wrecker capable of towing loaded medium size trucks and tandem axle tractors from the front.
3. Two (2) slide back wreckers
4. One (2) wheel lift wrecker
5. Two (2) recovery wreckers
6. All tow vehicles must be commercially manufactured and rated by the manufacturer.
7. Each wrecker shall have the following accessories at all times:
 - a) One (1) snatch block per cable rated for the respective winch.
 - b) One (1) scotch block rated for the truck
 - c) One (1) container for trash
 - d) One (1) industrial rated push broom
 - e) One (1) DOT approved fire extinguisher
 - f) One (1) FCC approved two-way radio capable of communicating with wrecker service dispatch.
 - g) Emergency amber beacons with proper permits
 - h) Set of white working lights adjusted to the rear of the wrecker
 - i) Set of tools (metric & standard), two (2) lug wrenches, 5/16-3/4, lockout tool, and flashlight.
8. Any personnel operating vehicles in excess of 26,000GVW must possess a current and valid Georgia CDL Driver's License.

3.3 Business Requirements

1. Preferred wrecker service within the City of Dunwoody and within 5 miles of the City of Dunwoody.
2. Preferred wrecker service will own\lease all specified equipment by December 01, 2009.
3. Wrecker service has been in business in excess of five years.
4. Wrecker service must submit proof of the specifications they meet.
5. Wrecker service must be insured and bonded for all vehicles impounded by the police department.
6. Wrecker service should have a designated area for vehicles seized by the police department.
7. Wrecker service should have a designated garage or area that vehicles may be searched not in view by the public.
8. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning.

3.4 Contractor Requirements

1. The Contractor must maintain a twenty-four hour wrecker and tow truck service capable of responding to all calls for service made by the City of Dunwoody within twenty (20) minutes on at least ninety percent of the calls for service made by the City.
2. A City of Dunwoody contract wrecker tow is a wrecker service call generally initiated by the Dunwoody Police Department, then dispatched by the DeKalb County Communication Center, which will result in a vehicle impound. The basic fee will be charged based on the vehicle class, for the impound to the contractor's impound lot. Contractor(s) will not be entitled to any payment of fees for cancellation of a response to a scene. "Relay Fees" or the transferring of vehicles from the impound lot, shall correspond to the same charges for the basic service. This includes furnishing of wrecker and car-carrier (skid truck), and all work necessary to properly hook up a vehicle and tow it to the Contractor's storage, or to any designated area.
3. A City of Dunwoody (impound hold) wrecker call generally in conjunction with an arrest, a criminal investigation, and/or abandoned vehicles will requires release from the Dunwoody Police Department prior to Contractor releasing the vehicle to the victim/owner. No charges shall accrue during the time the vehicle is on "impound hold" by the City of Dunwoody. If a request is made to tow the vehicle to another location, a per mile fee can be assessed after 15 miles.
4. A private tow is a wrecker service call generally in conjunction with an accident or public request where the Contractor (s) can release the vehicle to the owner without authorization from Dunwoody Police Department. The fees herein are to be paid only after the service has been rendered by the Contractor(s). This includes furnishing of wrecker and car-carrier (skid truck) and all work necessary to properly hook up a vehicle and tow it to the Contractor's impound lot, or to an area designated by the owner of the vehicle that falls within 15 miles of the incident. Merely coming to a scene does not constitute reason for payment.
5. In addition to the fees, a contractor is authorized to charge for providing services under this contract. Successful respondent agrees to collect from all person or entities receiving service under this contract an additional \$20.00 per tow to be remitted to City of Dunwoody. The City of Dunwoody reserves the right to increase or decrease this fee annually dependent upon the cost to the City for monitoring and administrating this contract and providing services related to the impound and disposal of vehicles. The fees collected shall be remitted to the City on a quarterly basis made payable to the City of Dunwoody Accounts Payable on the fifteenth (15th) day of the calendar month following the end of each fiscal quarter. The check should be mailed or delivered to:

City of Dunwoody
PO BOX 888074
Dunwoody, Georgia 30346

6. When a wrecked, disabled or abandoned vehicle is removed from public right-of-way or public property without the request, direction, or participation of the Police Department, the Contractor shall, within twenty four (24) hours of such removal, furnish the police department, on a form supplied by the Dunwoody police Department, the following information with respect to such vehicle, tag number and vehicle description (including year, model, make, color, identification number and location towed from and location towed from.
7. Nothing in this article shall relieve contractor of any requirements imposed by the laws of the State of Georgia or any regulatory agency thereof, or by virtue of any other law with respect to the duties, among others, to make diligent inquires as to the ownership of vehicles and notification of owners.
8. Contractor shall assist the Dunwoody Police Department in the following inventory procedure: Whenever any vehicle is removed by the contractor at the direction of a Police Officer, the Police Officer, after making a thorough inventory of all equipment, accessories, personal articles and other items attached to or located within the vehicle, shall complete the inventory on a form supplied by the Police Department and signed by the officer in charge of the removal. Upon acceptance of the vehicle and prior to its removal, the agent or employee of the contractor performing the removal shall verify said inventory and shall sign the inventory form.
9. Contractor shall exercise due care in removal operations and shall follow the direction of the traffic officer directing the removal so as to not impede traffic or endanger the general public and property.
10. Contractor shall have the capability of moving all types of motor vehicles including, mini-bikes, motorcycles, automobiles, trucks, equipment, loaded and unloaded tractor trailers and buses, by such method and manner as approved by the City. A descriptive listing of current equipment shall be provided to the City prior to the initiation of this agreement, and any subsequent change of such equipment capability shall be reported immediately to the Dunwoody Police Department.
11. Contractor shall provide for the cleanup of debris from the accident site, as required by State law. This shall include the pickup and removal of any broken glass, bent material and other road hazards. This will only be required when vehicle is actually towed.
12. Contractor shall hold vehicles when specifically directed to do so by the Dunwoody Police Department for evidence, confiscation or any other purposes permitted by law. Upon the written and signed authorization of the Police Department or a court, the Contractor shall release any vehicle held as so directed.
13. Contractor must maintain a separate fenced off, paved impound area within five (5) miles of the City limits of Dunwoody and for vehicles towed at the request of the Police Department. This impoundment area shall be maintained in the following manner:

- a. An attendant will be on duty twenty four(24) hours a day, seven (7) days a week.
 - b. The impoundment area shall be enclosed by a fence not less than six (6) feet high with a gate which can be securely fastened and locked, said fence shall be subject to the approval of the Police Department. Such impound lot must be lighted, paved, and capable of storing 125 vehicles.
 - c. The gate to the impound area shall be and remain locked during the hours of darkness except to provide reasonable ingress and egress in connection with wrecker service operations.
 - d. The impound area shall be lighted during the hours of darkness in such a manner as to prevent, discourage, and detect attempts at theft or vandalism. Such lighting shall be in accordance with rules and regulations to be prescribed by the Police Department.
 - e. The impound area shall be paved entirely with asphalt, cement, gravel, or an equivalent surface.
 - f. The Contractor shall submit an inventory every two (2) weeks of all vehicles remaining in its possession and unclaimed by the owner to the Police Department. The inventory shall be completed on a form supplied by the Police Department.
 - g. The contractor shall maintain a business/dispatch office at the impound area inside the City limits where all associates with the contract will take place. Any business associated with the contract shall be conducted at this location to include dispatch, releasing vehicles, billing, records maintenance, etc.
 - h. Nothing contained in this agreement shall be construed to prohibit the Police Department from providing for its own impoundment area for the purpose of storing or holding vehicles for evidence, confiscation or any other purpose permitted by law.
14. Contractor hereby agrees that all work will be done with Contractor's equipment (or equipment may be leased) and Contractor's employees. Contractor further agrees that no work on behalf of the City of Dunwoody will be done by any other company or non-employees of the Contractor, that is, Contractor will not contract out any work received from the City of Dunwoody. **Exceptions: When special equipment is required for the towing of Fire Trucks or other vehicles requiring special handling equipment, the contractor may utilize a subcontractor to satisfy the conditions.**
15. Contractor shall post in a conspicuous place at his place of business a price sheet reflecting the prices to be charged by Contractor pursuant to this agreement. This price sheet shall also be carried in all towing vehicles at all times and made available for review to all owners of towed vehicles pursuant to this agreement.

16. The Contractor shall maintain a list of all employees, their current address, date of birth and social security number and keep on file with the Police Department. All employed drivers and operators of wreckers shall have a valid State of Georgia drivers license of the class required for the size truck operating and have in his possession all medical and exam cards required by the State of Georgia.
17. The Contractor must maintain a valid occupational license issued by an entity from within the State of Georgia
18. The Contractor must maintain registration with the Georgia Public Service Commission and all State required permits.
19. The Contractor must maintain all applicable Federal, State, and City permits and must provide current copies to the City.
20. The Offeror must submit the Proposal Letter/Disclosure Form with original signatures.
21. Any exceptions to the City's Sample Contract (Appendix A) must be clearly identified and submitted with the Offeror's Technical Proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in Section 2.0.
22. The Offeror must submit a Technical Proposal detailing the proposed approach to performing all of the services requested under Section 3.0. The Offeror will submit one copy of the Technical Proposal on CD and two hard copies with original signatures..
23. The Contractor must provide monthly usage reports for the following information:
 - A. Date of Dispatch
 - B. City of Dunwoody Department that dispatched
 - C. Time of Dispatch
 - D. Arrival time
 - E. Total response time
 - F. Number of Vehicles impounded.
 - G. Dunwoody Police Case Number

4.0 STATEMENT OF QUALIFICATIONS SUBMISSION AND EVALUATION

4.1 Process for Submitting Statement of Qualifications

4.1.1 Preparation of Statement of Qualifications

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

4.1.2 Packaging of Statement of Qualifications

The Offeror's Statement of Qualifications in response to this RFQ must be appropriately labeled and sealed

Mark the outside of package as follows:

Name of Company
Phone Number and Point of Contact for Company
RFQ # 09-222
Due date: March 18, 2009 @ 2:00 P.M. Eastern Time

4.1.3 Number of Statement of Qualifications Copies

1. Technical Statement of Qualifications
 - Two (2) originals (marked "Original")
 - One (1) copy on (CD)

4.1.4 Submission of Statement of Qualifications

Statement of Qualifications must be submitted to:

CITY OF DUNWOODY
Purchasing Division
400 Northridge Road Suite 1250.
Dunwoody, Ga. 30350
Attn: Tyra Little

Any Statement of Qualifications received after the due date and time will not be considered.

4.2 Evaluation Process

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

4.2.1 Administrative Review

The Statement of Qualifications will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Sealed Technical Submission of Statement of Qualifications
3. All required documents have been submitted
4. All documents requiring an original signature have been signed and are included

4.2.2 Mandatory Requirements Review

Statement of Qualifications which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

4.2.3 Technical Statement of Qualifications Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of **1000 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 750 points (75%) to be further evaluated.

Firms will be evaluated and rated based on the criteria below (listed by relative importance, in descending order):

4.2.3.1 Company Background and Qualifications-40%

Offeror will describe their company background, relevant experience pertaining to length of time in business. The Offeror will include in the proposal the legal form of their business organization, the City in which incorporated (if a corporation), *a copy of their business license with Dunwoody/DeKalb County*, the office location that will be the point of contact during the

term of any resulting contract, and a chart of the organization structure, including the reporting relationships, as they relate to this RFQ.

The Offeror must have at least **five (5)** full consecutive years experience as a Wrecker Towing Service.

The Offeror will provide a list of all clients for whom similar services, as detailed in this RFQ, have been provided during the past three years. The list must include:

- dates of service
- name of contact person
- title of contact person
- phone number of contact person

The Offeror will also disclose any services terminated by the client(s) and the reason(s) for termination.

4.2.3.2 Experience-20%

Offeror shall specify how long the individual/company submitting the Statement of Qualifications has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of Statement of Qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.2.3.3 Financial Stability-10%

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and a letter from their financial institution, on the financial institution's letterhead, stating the Offeror's financial stability.

4.2.3.4 Business Litigation-10%

The Offeror will disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.

4.2.3.5 References-20%

Offeror shall provide a minimum of 3 (**three**) references of governmental entities that are using services of the type proposed in this RFQ. The references shall include any government or universities where the offeror, preferably within the last **2 (two)** years, has successfully

performed services. At a minimum, the offeror shall provide the company name, contact person(s), customer's telephone number, a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.2.4 Site Visits and Oral Presentations

The City reserves the right to conduct site visits or to invite Offerors to present their technical solution to the Technical Evaluation Team.

4.3 Rejection of Statement of Qualifications/Cancellation of RFQ

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

4.4 City's Right to Investigate and Reject

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

5.0 TERMS AND CONDITIONS

5.1 RFQ Amendments

The City reserves the right to amend this RFQ prior to the Statement of Qualifications due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, located at: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and also the City's website at: www.dunwoodyga.gov Offerors are encouraged to check this website frequently.

5.2 Statement of Qualifications Withdrawal

A submitted Statement of Qualifications may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a Statement of Qualifications must be signed by an authorized individual.

5.3 Cost for Preparing Statement of Qualifications

The cost for developing the Statement of Qualifications is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

5.4 Term

The term of this contract shall for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price

5.5 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

5.6 Conflict of Interest

If an Offeror has any existing client relationship that involves the City of Dunwoody, the Offeror must disclose each relationship.

5.7 ADA Guidelines

The City of Dunwoody adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require

special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.8 Compliance with Laws

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

5.9 Governing Terms

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

5.10 Indemnification

Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors,, agents, and suppliers.

5.11 Corrections/Credits

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

5.12 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above general coverage's, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

5.13 Cancellation

City may cancel this agreement at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

5.14 Independent Contractor

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

5.15 No Assignment

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

5.16 Audit

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

5.17 Attorney's Fees

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.

5.18 Miscellaneous

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Statement of Qualifications, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be

modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

5.19 Special Stipulations

To the extent City attaches to this agreement any special terms which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

APPENDIX A

SCHEDULE OF EVENTS RFQ #09-222

Event:	Date:
Release of RFQ	03/10/09
Deadline for Written Questions	03/13/09
*Submit via E-Mail Only to Purchasing Manager: tyra.little@dunwoodyga.gov	
Qualifications Due (Opening Date)	03/18/09 @ 2:00PM. Est
Qualifications are due to:	City of Dunwoody Purchasing Office 400 Northridge Road Suite 1250 Dunwoody, Ga. 30350
Award of Contract	TBD

APPENDIX B

PROPOSED WRECKER SERVICE CONTRACT RATES

COST PROPOSAL SHOULD BE PLACED IN A SEPARATE SEALED ENVELOPE.

Category I = Vehicles trucks and trailers damaged or undamaged with up to 4 wheels.

A. Basic tow \$ _____

Category II = Vehicles, trucks and trailers up to or including 6 wheels.

A. Basic tow \$ _____

Category III = Vehicles, trucks and trailers with more than 6 wheels.

A. Basic tow \$ _____

Per Mile = Cost for tow farther than 15 miles (when request from owner is other than tow lot)

A. Cost after 15 miles \$ _____

The cost is a basic tow, then 15 mile cost will be charged if towing to a different location

Storage of Vehicles:

- A. Storage will not begin until after 24 hours from the time of tow.
- B. Storage fees after the first 24 hours will have the following daily rate: (per the Tariff's set by the Georgia Public Service Commission)
 - 1. Vehicles, trucks and trailers with up to 4 wheels \$ _____
 - 2. Vehicles, trucks and trailers up to or including 6 wheels \$ _____
 - 3. Vehicles, trucks and trailers with more than 6 wheels Or a combination unit. \$ _____

All City of Dunwoody vehicles will be towed and /or stored at no cost to the City. This is to include vehicles that are considered to be part of the fleet for the Police Department and related staff.

Wrecker service will store seized vehicles per the request of the police department and provide assistance as necessary.

Wrecker service will also process seized vehicles if the City so desires according to the State Laws of Georgia. If no one returns for the property the wrecker service will advertise and sell described property at auction for the City, with the City's authorization prior too initiation. Wrecker service will deduct the associated processing fees then split the proceeds in half with the City of Dunwoody.

APPENDIX C

Effective Date: _____

Expiration Date: _____



**CONTRACT AGREEMENT
RFQ #09-222**

This Agreement made and entered into this __ day of _____, in the year 2____; by and between The City of Dunwoody, Georgia, having its principle place of business at 400 Northridge Road Suite 1250., Dunwoody, Georgia and (“Contractor”)_____.

WHEREAS, the City of Dunwoody has caused Request for Qualifications Number (RFQ #09-222) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected (“Contractor”) is required to provide the services as called for in the scope of services; and

WHEREAS, the Contractor submitted a response to the RFQ #09-222; and

WHEREAS, the Contractor’s submittal was deemed by the City of Dunwoody to be the proposal determined to be most advantageous to the City; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFQ, a copy of which is attached hereto as Appendix “A” and incorporated herein, and provide those Services as may additionally be specified in the Contractor’s Statement in accordance with the terms and conditions of this agreement. The specifications are hereby made a part of this agreement by reference.

2.0 Payment

The City shall pay the amount set out in the attached Item Schedule for services rendered hereunder. Payments shall be made individually by the City according to invoice, for each lot shipped.

3.0 Price

The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract.

4.0 Term

The term of this contract shall be for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price.

5.0 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

6.0 Extension

If not set forth in the ITB and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Vendor for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1.

The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Dunwoody. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Dunwoody Representative within ten (10) day after issuance.

Inasmuch as the City of Dunwoody and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Dunwoody without the express knowledge and prior written consent of the City.

8.0 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from City's actions.

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000

per occurrence for bodily injury and \$500,000 per occurrence for property damage. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate.

9.1

Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

10.0 Termination

10.1

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Dunwoody shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

10.2

The City of Dunwoody may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

10.2.1

Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Dunwoody of each occurrence.

10.2.2

After five (5) days written notice fails to:

- a) Maintain the required insurance, or;
- b) In any other manner to perform the requirements of the RFQ.

11.0 Inclusion of Documents

RFQ #09-344, any amendments thereto, and the Contractor's submittal in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Contractor's submittal, the language in the former shall govern.

12.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

12.1 Federal Requirements.

12.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Dunwoody contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

1. Equal Employment Opportunity – The contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the contractor purchases ownership with grant support;
4. Copy rights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the contractor purchases ownership with grant support.
5. Access to books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

13.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Dunwoody's prior written consent.

14.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

15.0 Drug-Free and Smoke-Free Work Place

15.1

A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

15.2

The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

15.3

The Contractor may be suspended, terminated, or debarred if it is determined that:

15.3.1

The Contractor has made false certification herein; or

15.3.2

The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

16.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Dunwoody all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Dunwoody pursuant hereto.

18.0 Reporting Requirement

Reports shall be submitted to the Issuing Officer on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

19.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

20.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

21.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable :) NONE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF DUNWOODY:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

**Contractor's Compliance with Requirements of
O.C.G.A. 13-10-91 and Rule 300-10-1-.02**

Compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 are conditions of this Contract. Contractor has the number of statutory employees checked below:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Contractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the affidavit below, which is hereby incorporated as part of the Contract. In the event the contractor employs or contracts with any subcontractor in connection with this Contract, the contractor will secure from the subcontractor such subcontractor's indication of the employee-number category applicable to the subcontractor and will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the public employer at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

CONTRACTOR'S AFFIDAVIT AND AGREEMENT

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 (name of public employer) has registered with and is participating in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13- 10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10- 01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor is retained to perform such service.

Contractor's EEV/Basic Program User Identification Number _____

BY: _____ Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___ DAY OF _____, 2009.

Notary Public

My Commission Expires: _____

