



CONTRACT DOCUMENTS FOR
20ITB127435B-YJ
Wrecker and Towing Services

For

Police Department

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APPENDIX 1:	<u>WRECKER SERVICE CONTRACT RATES</u>
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CONTRACT AGREEMENT

Contractor: S&W Services of Atlanta, Inc.

Contract No.: 20ITB127435B-YJ, Wrecker and Towing Services

Address: 2559 Jonesboro Road
City, State Atlanta, Georgia 30315

Telephone: (770) 493-9083

Email: pam@swtowing.net

Contact: Pamela Sieg
President

This Agreement made and entered into effect on the 3rd day of February, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **S&W SERVICES OF ATLANTA, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Police Department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform revenue generating wrecker and towing services, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [not applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds
(Not applicable)
- XI. Appendix

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on February 03, 2021; BOC Item # 21-0089.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform revenue generating wrecker and towing services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The contract term shall be as defined below. The County is obligated only to pay such compensation under the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The effective date of the Purchase Order shall begin 1st day of January 2021, and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2021. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. COMPENSATION

Compensation by Contractor to the Fulton County Police Department shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the

scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent

with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely

represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement

documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Interim Chief of Police
4701 Fulton Industrial Blvd, SW
Atlanta, Georgia 30336
Telephone: (404) 613-5705
Email: william.yates@fultoncountyga.gov
Attention: W. Wade Yates

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

S&W Services of Atlanta, Inc.
President
2559 Jonesboro Road, Atlanta, Georgia 30315
Telephone: (770) 493-9083
Email: pam@swtowing.net
Attention: Pamela Sieg

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at

the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ADDENDA

SECTION 3**ADDENDUM ACKNOWLEDGMENT**

Please be sure to view, print, and sign acknowledgment of any and all Addendums posted at least 3-5 days before the due date of this Bid through BidNet Direct at <https://www.bidnetdirect.com/georgia/fultoncounty>. Should there be an Addendum posted, bidders must submit and/or attached the signed Addendum Acknowledgment Form (s) along with their Bid by or before the Bid due date electronically through BidNet Direct.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # 1DATED 11/13/2020

ADDENDUM # _____

DATED _____

SUBMITTED BY:BIDDER NAME: S & W SERVICES OF ATLANTA INC.ADDRESS: 2559 JONESBORO RD. SECITY/STATE/ZIPCODE: ATLANTA, GA 30315CONTACT NAME: CRYSTAL KNIGHT / PAM SIEGEMAIL ADDRESS: CRYSTAL@SWTOWING.NET / PAM@SWTOWING.NETBUSINESS PHONE: (404) 622-8360 / (770) 493-9083

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.,) or professional organization (i.e. GSMDC, WBENC, SBA, etc.,) as:

☐ Minority Business Enterprise (MBE)☒ Female Business Enterprise (FBE)☐ Small Business Enterprise (SBE)☐ Disadvantaged Business Enterprise (DBE)☐ Small Disabled Veteran Business Enterprise (SDVBE)BUSINESS TYPE: Corporation ☒ Partnership _____ Sole Proprietor _____ Other _____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<i>Name</i>	<i>Address</i>
<u>PAMELA SIEG</u>	<u>2158 TUCKER INDUSTRIAL RD. TUCKER, GA 30084</u>
<u>RODNEY SIEG</u>	<u>2158 TUCKER INDUSTRIAL RD. TUCKER, GA 30084</u>
<u>TONY WILSON</u>	<u>2559 JONESBORO RD. ATLANTA GA 30315</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

END OF SECTION



November 13, 2020

Re: 20ITB127435B-YJ Wrecker and Towing Services

Dear Bidders/Proposers:

Attached is one (1) copy of Addendum #1, hereby made a part of the above-referenced Invitation to Bid (ITB).

Except as provided herein, all terms and conditions in the ITB referenced above remain unchanged and in full force and effect.

Sincerely,

Yasmeen Jackson

Yasmeen Jackson
Assistant Purchasing Agent

20ITB127435B-YJ Wrecker and Towing Services

November 13, 2020

This Addendum forms a part of the contract documents and modifies the original ITB documents as noted below:

- **Attachment #1 – Questions and Answers submitted for Clarification**
- **Attachment #2 – SECTION 2 – BID FORM ; PRICING FORM – REVENUE GENERATING, Page 22**

ACKNOWLEDGEMENT OF ADDENDUM NO. 1, 20ITB127435B-YJ Wrecker and Towing Services

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the ITB submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by **Thursday, November 19, 2020 @ 11:00A.M.**

This is to acknowledge receipt of Addendum No. 1, 19th day of November, 2020.

Paula Siley
Legal Name of Bidder

Paula Siley
Signature of Authorized Representative

President
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Contractor must assume full responsibility for delivery of all goods and services proposed.
4. The Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should the Contractor be other than the manufacturer, the Contractor and not the County is responsible for contacting the manufacturer. The Contractor is solely responsible for arranging for the service to be performed.
6. The Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the Contractor, Fulton County may procure the articles or services from another source and hold the Contractor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide Wrecker and Towing Services in the Fulton Industrial District, for the Police Department on a concessionaire contract basis.

1. **Calls for Service:** Service under this contract is to be rendered only upon request of the Fulton County Police Department. Service is to be rendered immediately upon request. Service under this contract will be rendered in Fulton County; however, in very rare instances and if requested by the Fulton County Police Department, the contractor will be required to also render service from locations within the following counties: Clayton, Cobb, Coweta, DeKalb, Douglas, and Fayette. Services rendered in response to requests from others or under others or under other conditions shall not be applicable under this contract. Contractor shall not respond to the scene of an accident unless called to the scene by the Fulton County Police Department.
2. **Answering Calls:** The contractor for a designated area will be called by the Fulton County Police Department for needed wrecker service in that area; however, if in the judgment of the Fulton County Police Department additional wrecker service is needed then other wrecker service will be called. The Fulton County Police Department shall be the exclusive judge as to whether or not additional wrecker service is required.
3. Contractor shall conform to all federal, state and local and/or rules and regulations now in effect or as any new ones become applicable. It shall be the duty of the contractor to adhere to all applicable laws and changes.
4. **Types of Service:** Included under this agreement is the furnishing of labor force, required equipment and other means for extricating and removal of wrecked, disabled, or recovered stolen vehicles or equipment from highways, roads, streets, or other public thoroughfares or proximity thereof; to tow or otherwise transport such vehicles or equipment to such places as may be requested or directed within the boundary limits of Fulton and Dekalb County. When requested by Fulton County Police, the contractor shall remove boats and airplanes, large size dead animals from public thoroughfares or proximity thereto, to such places as may be directed. For the purpose of collecting payment for services, it shall be the responsibility of the contractor to determine the owner.
5. **Charges for Services:** The contractor shall charge the public at rates not greater than those stipulated under contract for his services. Such rates shall be posted in his/her place (s) of business in such a way as to be prominently displayed for the attention and information of claimants of vehicles under his/her care. Billings or statements of charges will have clearly printed on the reverse side the rates applicable under this contract so that the claimant may verify such charges. All charges will be itemized.
6. **Responsibility for Charges for Service:** The county shall not be responsible to the contractor for any sum whatsoever, but that all monies paid the contractor, pursuant to the terms of this agreement, shall be paid by the owner of

vehicles/dead animals removed and stored or by sums derived from a legal sale of such vehicles to cover costs.

7. **Release of Vehicles:** The contractor will be responsible for handling the administrative process associated with the release of an impounded or stored vehicle or piece of equipment that is stored at the contractor's lot. Any owner, driver or other person authorized to claim an impounded or stored vehicle or piece of equipment shall produce to the contractor proper identification (such as, but not limited to: original Government issued picture ID or driver's license, power of attorney) and proper vehicle ownership (ownership verification can be established by, but not limited to: original version of title, tag registration, bill of sale, or power of attorney for the said vehicle). No impounded or stored vehicle or piece of equipment will be released to any individual unless that individual produces identification and verification as to ownership of the said vehicle (Official code of Georgia Annotated 40-11-1 through 40-11-24). No vehicle which is impounded or stored with a written hold request issued by a Fulton County Police Department representative will be released without authorization from a Fulton County Police Department representative.
8. **Inventory at scene and contractor's responsibility for personal property:**
 - A. The contractor shall be responsible and liable for all vehicles and property hauled, towed, or stored under this contract; including all equipment and contents thereof and indemnifies and hold harmless the county against all claims for damages to any vehicle and/or property hauled, towed or stored under this contract.
 - B. Inventory to be made on site by contractor and copy mailed to owner of vehicle within three (3) days.
 - C. Investigating officer to check inventory at site and approve it, by signature.
9. **Hours of Service:** The contractor shall maintain an open facility with equipment and sufficient labor force, adequate to supply demand, on a full twenty-four (24) hour per day basis every day of the year. Stand-by crews and equipment are to be arranged so as to meet emergency situations under abnormal conditions.
10. **Communication Facilities:** Contractor shall lease, at no cost to the county, a direct telephone line (ring down line) to the Fulton County communications center. Two-way radio communications are required between wrecker equipment and the contractor's main office (s). Such radio communications must be licensed to the contractor under certificate of the federal communications commission. The contractor will not be allowed to receive calls on the Fulton County Police radio communications system.
11. **Office and Storage Facilities:** Office and storage facilities shall be located within Fulton County, south of interstate highway I-20, either in the unincorporated area of the county or in any municipality.
 - A. The contractor will be required to maintain a suitable headquarters facility to transact business and to accommodate the public. It shall be staffed on a

twenty-four (24) hour basis every day of the year. Such facility must be maintained properly, clean and presentable at all times and shall be subject to inspection by the Fulton County Police Department. Failure to properly maintain facilities shall be cause for termination of the contract at the option of the county.

- B. The contractor shall have an area for storage of towed vehicles or equipment within the area of service contracted for or other approved location. Such storage area must be secured against free entry and in such a way as to give security to the property entrusted to his/her care. If the storage site is an open area, it must be enclosed with chain-link fencing of sufficient height with barbed wire topping to discourage theft, damage or malicious mischief and shall be adequately lighted. The determination of proper lighting will be by the Fulton County Police Department, whose decision shall be binding. Such storage area must have security with reasonable human attendance. Such open area must be paved or have sufficient packed gravel surface to prevent problems in entry or exit during inclement weather.

12. Wrecker and Towing Equipment

Below are the minimum requirements for one area. Each area, the contractor shall have in operating condition at all times, a minimum of:

- Two (2) light wreckers (8,500 lb. minimum G.V.W. with a 5,000 lb. power winch, may be crane & boom or flatbed style)
- One (1) heavy wrecker (10,000 lbs. minimum G.V.W. with 10,000 power winch, crane & boom)
- One (1) extra heavy wrecker (30,000 lb. minimum G.V.W. with 30,000 lb. power winch, crane and boom) and shall have a portable crane in his/her wrecker fleet.

13. The contractor will provide the Year, Make, Model and Vehicle Identification Number (VIN) of Wreckers in the space provided:

- Light Wrecker #1
- Light Wrecker #2
- Heavy Wrecker
- Extra Heavy Wrecker

14. Each wrecker will be required to carry a full complement of service items such as: fire extinguishers, chains, ropes, blocks, skid chain, dollies, stop lights, flares, flashers, flood lights, canned water for flushing gas off street, hand tools, lock-out tools, shovels, axes, wrecking bars, brooms, major first aid kit, other tools needed for lifting and extricating, relighting of wrecked vehicle/equipment and removal from thoroughfare by towing or carting.

15. Removal of debris (as required by Georgia law): O.C.G.A. 40-6-276.

16. The contractor shall submit to the Chief of Police the following information:
 - Name
 - Address
 - Date of Birth
 - Driver's License Number of all persons employed in the towing or storage operation.
17. Notice in writing to the police chief must be made of any material change in the above information.
18. Each wrecker must be equipped with a two-way base radio and/or each wrecker personnel should be equipped with a cellular phone. Such system must be maintained and operated on a twenty-four (24) hour basis at a base facility located within Fulton County.
19. **Records:**

Contractor shall use pre-printed and pre-numbered tickets for the service under this contract. In addition to any other information required by law, the following shall be indicated on ticket:

 - (a) Time call came from police department.
 - (b) Arrival time of wrecker at place of accident (or where directed).
 - (c) Departure time from scene.
 - (d) Arrival time at storage place.
 - (e) Mileage from point of pickup to storage point or destination.
20. **Examination of Records:**

The contractor agrees that the Chief of Police of the Fulton County Police Department, or his duly authorized representative, shall have access to and the right to examine any books, documents, papers, and records of the contractor involving transactions related to this contract. Such records will be maintained for one year after the end of this contract.
21. In addition to any other terms, conditions, etc., spelled out in this invitation, the contractor will comply with any federal, state or local laws or ordinances applicable to this operation. Attention is specifically directed to O.C.G.A. title 40, chapters 3, 4 and 11. The contractor shall obtain and pay for all permits, licenses, certificates, inspection, and other legal fees required, both permanent and temporary.
22. In addition to the requirement of law, the wrecker company will provide the Police Department, in writing, at least one week before each sale, a list of all vehicles to be sold to include the following:
 - Make:
 - Year:
 - Model of Vehicle:
 - Tag Number:
 - Vehicle Identification Number:

23. Electronic Repository

The system should be designed with the internet as the primary means of electronic communications between responsible entities across the full towing lifecycle. Internet browser must be the only software needed for any end user to access the system via the internet or intranet. This is a web-based solution and should be hosted by the contractor.

- 24. The service must be available 24/7, with the exception of scheduled downtime for backup or similar database maintenance. The contractor will be responsible for data retention and backup.
- 25. Internet access to the database must be available to FCPD personnel, vehicle storage lot operators, and citizens based on user assigned security rights and operational needs that will be determined by FCPD. The system should detect common errors (e.g. VIN validation) in data submission, allow for change tracking of corrected towing information and facilitate releases to the vehicle owner by storage lot personnel.
- 26. The system must provide real-time electronic notification to FCPD of a towed vehicle's entry and release by a storage lot operator. The tow records shall contain all of the information required by FCPD to provide oversight across the entire towing and recovery process. The system should allow FCPD to <set/release> vehicle holds and <restrict/enable> vehicle releases accordingly.
- 27. The service must enable a citizen to inquire on the location of a vehicle by VIN (vehicle identification number) or license plate number, at a minimum on a public website. The service must provide data-sharing with other Atlanta, Georgia and national towing repository to facilitate vehicle recovery and FCPD investigative activity.

EXHIBIT D

COMPENSATION

COMPENSATION

Contractor must pay the County by the third (3rd) business day of each month for revenue generated services performed. The anticipated total of revenue for the agreement is \$36,000.00 (Thirty-Six Thousand Dollars and Zero Cents), this amount is based on an estimated total of 3400 tow calls per year; however, this number is not guaranteed, and may fluctuate up or down.

PRICING FORM – REVENUE GENERATING

Below are the **total fixed guaranteed revenue amounts** to the County for each of the four (4) categories of vehicles listed.

The amount due will be due on the third (3rd) business day of each month. Failure to pay the full amount on the required date will result in a penalty of \$1000 for each day default continues. For each vehicle that is towed to the Major Case Division for forensic processing, and subsequently released back to the owner at no cost, a credit of the applicable chargeable amount (based on the category of vehicle) **of the basic tow** will be credited towards the amount due to Fulton County for the month following the vehicle release in question. The contractor will be required to provide paperwork for each of the vehicles in question; showing the date/time of the tow, all the identifiable vehicle information, and the Category of vehicle.

Category I:

Vehicles, trucks, and trailers damaged or undamaged with up to and including four (4) wheels.

Item	Maximum Chargeable Rates	Fixed guaranteed <u>revenues to County:</u>
A	\$175.00	<u>\$62.00</u> No Less Than \$52.00 per vehicle, truck, trailer

Category II – Vehicles, trucks, and trailer with up to and including six (6) wheels.

Item	Maximum Chargeable Rates	Fixed guaranteed <u>revenues to County:</u>
A	\$300.00	<u>\$82.00</u> No Less than \$78.00 per vehicle, truck, trailer

Category III – Vehicles, trucks, and trailers with greater than six (6) wheels.

Item	Maximum Chargeable Rates	Fixed guaranteed <u>revenues to County:</u>
A	\$450.00	<u>\$130.00</u> No Less than \$95.00 per vehicle, truck, trailer

Category IV-Vehicles and trucks with greater than six (6) wheels (with a trailer)

Item	Maximum Chargeable Rates	Fixed guaranteed <u>revenues to County:</u>
A	\$850.00	<u>\$255.00</u> No Less than \$115.00 per vehicle, truck, trailer
TOTAL FIXED REVENUES (CATEGORY I – IV)		<u>\$529.00</u>

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR 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 engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** S & W SERVICES OF ATLANTA INC. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² 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(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) 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 **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

225286

EEV Basic Pilot Program* User Identification Number


BY: Authorized Officer of Agent
(Insert Contractor Name)

PRESIDENT

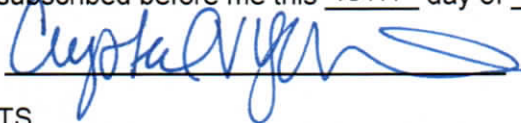
Title of Authorized Officer or Agent of Contractor

PAMELA SIEG

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 19TH day of NOVEMBER, 2020.

Notary Public:


County: BUTTSCommission Expires: OCTOBER 16, 2022

OFFICIAL SEAL
CRYSTAL V. KNIGHT
Notary Public, Georgia
BUTTS COUNTY
My Commission Expires
October 16, 2022

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent 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].

OFFICIAL SEAL
CHRISTAL V. KNIGHT
Notary Public, Georgia
PUTTS COUNTY
My Commission Expires
07/01/2025



STATE OF GEORGIA

COUNTY OF FULTON

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor] S & W SERVICES OF ATLANTA INC** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

NOT APPLICABLE

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

NOT APPLICABLE

Title of Authorized Officer or Agent of Subcontractor

NOT APPLICABLE

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent 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].

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: S & W SERVICES OF ATLANTA INC

Utility Contractor's Name: NOT APPLICABLE

Expiration Date of License: NOT APPLICABLE

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 11/19/2020

(ATTACH COPY OF LICENSE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: S & W SERVICES OF ATLANTA INC

General Contractor's License Number: NOT APPLICABLE

Expiration Date of License: NOT APPLICABLE

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date:

11/19/2020

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: S & W Services of Atlanta Inc.

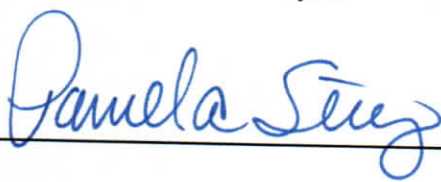
Performing work as: Prime Contractor ☒ Sub-Contractor ☐

Professional License Type: Towing

Professional License Number: 087645LGB

Expiration Date of License: December 31, 2020

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: November 19, 2020

(ATTACH COPY OF LICENSE)

CITY OF ATLANTA, GEORGIA - DEPARTMENT OF FINANCE
OCCUPATION TAX REGISTRATION CERTIFICATE

VALID ONLY WHEN REGISTRATION TAX REQUIREMENTS ARE PAID

CERTIFICATE NO. : 087645LGB

BUSINESS NAME : S&W TOWING & AUTO PARTS

LOCATION : 2559 JONESBORO RD SE ATLANTA GA 30315

DATE ISSUED : 1-1-2020

EXPIRES ON : 12-31-2020

BUSINESS NAME AND ADDRESS:

S&W TOWING & AUTO PARTS
2559 JONESBORO RD SE
ATLANTA GA 30315



X *[Signature]*
Roosevelt Council, Jr.
Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION
NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS
NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IF REQUIRED
CERTIFICATE NOT TRANSFERABLE
IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD,
CALL THE BUSINESS LICENSE OFFICE AT 404.330.4270
THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Pamela Sieg 2158 Tucker Industrial Rd. Tucker, GA 30084 (770) 493-9083
Rodney Sieg 2158 Tucker Industrial Rd. Tucker, GA 30084 (770) 493-9083
Tony Wilson 2559 Jonesboro Rd. SE Atlanta, GA 30315 (404) 622-8360

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

S & W Services of Atlanta Inc. has been in business since 1982. Providing towing and recovery services for multiple police agencies and private companies as well as the general public.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No person within S & W Services of Atlanta has had any of the above listed relationships with Fulton County.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES ☒ NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES ☒ NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES ☒ NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES ☒ NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES ☒ NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES ☒ NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 19 day of November, 2020

S & W Services of Atlanta, Inc. 11/19/2020
(Legal Name of Proponent) (Date)

Camela Seay 11/19/2020
(Signature of Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

This 19 day of November, 2020

Crystal V. Knight
(Notary Public) (Seal)

Commission Expires October 16, 2022
(Date)



OFFICIAL SEAL
CRYSTAL V. KNIGHT
Notary Public, Georgia
BUTTS COUNTY
My Commission Expires
October 16, 2022

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

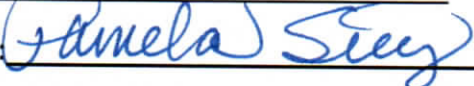
"Know all persons by these presents, that I/We (Pamela Sieg),
Name

President Title S & W Services of Atlanta, Inc. Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Pamela Sieg TITLE: President

SIGNATURE: 

ADDRESS: 2559 Jonesboro Rd. SE Atlanta GA 30315

2158 Tucker Industrial Rd. Tucker, GA 30315

PHONE NUMBER: (770) 493-9083 EMAIL: Pam@swtowing.net

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOPI)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	1	1			1	1												
FIRST/MID LEVEL OFFICIALS and MANAGERS	1	2			1	2												
PROFESSIONALS	5	3			3	3												
TECHNICIANS	14				7													
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS	1	3				3												
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS	4				1		2		1									
SERVICE WORKERS																		
TOTAL	26	9	12	1	13	9	11		1									

FIRM'S NAME: S & W Services of Atlanta Inc.

CONTACT NAME: Pamela Sieg / Crystal Knight

EMAIL: pam@swtowing.net / crystal@swtowing.net

PHONE NUMBER: (770) 493-9083 / (404) 622-8360

SUBMITTED BY: Crystal Knight

TITLE: Office Manager

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name S & W Services of Atlanta, Inc.

ITB/RFP Name & Number: 20ITB127435B-YJ

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** ☐, is ☐ a minority ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☒ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification. (Check the appropriate box/es)**

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:

\$ _____ or 100 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%) 0%

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  **Title:** President

Business or Corporate Name: S & W Services of Atlanta, Inc.

Address: 2559 Jonesboro Rd. Atlanta, GA 30315

Telephone: (770) 493-9083 / (404) 622-8360

Fax Number: (404) 622-8367

Email Address: pam@swtowing.net

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: S & W SERVICES OF ATLANTA INC.

(Name of Prime Contractor's Firm)

From: _____

(Name of Subcontractor's Firm)

ITB/RFP Number: 20ITB127435B-YJ

Project Name: WRECKER AND TOWING SERVICES FOR POLICE DEPARTMENT

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

Signature _____

Title PRESIDENT

Email Address PAM@SWTOWING.NET

Date 11/19/2020

(Subcontractor)

Signature _____

Title _____

Email Address _____

Date _____

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report must be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Phone #:						
Email:						

AMOUNT OF PAY APPLICATION THIS PERIOD: \$ _____

TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$ _____

TOTAL AMOUNT PAID YEAR TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

(Printed Name)

Notary: _____

Date: _____

My Commission Expires: _____

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 5

Insurance and Risk Management Provisions 20ITB127435B-YJ Wrecker and Towing Services

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage	Any One Accident	-	\$1,000,000
Garage Keepers Liability	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned and hired automobiles)			

4. UMBRELLA LIABILITY

Per Occurrence	-	\$1,000,000
----------------	---	-------------

Certificates:

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

The insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (770) 957-2618 Fax: (770) 954-9525

THE ASSOCIATES GROUP, INC.

P. O. BOX 399

38 CLEVELAND STREET

LOCUST GROVE GA 30248

Agency Lic#: 74612

CONTACT NAME: Eddie Speir

PHONE (A/C, No, Ext): (770) 957-2618

FAX (A/C, No): (770) 954-9525

E-MAIL ADDRESS: eddie@taglg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : CAROLINA CASUALTY INSURANCE CO "A+ X"

10510

INSURER B : AMGUARD INSURANCE COMPANY "A+ X"

42390

INSURER C : LOYDS OF LONDON

AA112

INSURER D :

INSURER E :

INSURER F :

INSURED

S&W SERVICES OF ATLANTA INC.

DBA S&W TOWING, S&W SOUTHSIDE, S&W HEAVY EQUIPMENT

2158 TUCKER INDUSTRIAL RD.

TUCKER GA 30084

COVERAGES

CERTIFICATE NUMBER: 594094

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			K2GP111381	09/15/20	09/15/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			K2GP111381	09/15/20	09/15/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SCT1130820	09/15/20	09/15/21	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	X N/A	BNUWC0118555	11/15/19	11/15/20	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
B	\$1,000 Deductible On-Hook / Cargo			K2GP111381	09/15/20	09/15/21	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location 1: 2158 Tucker Industrial Rd. - Tucker, GA - \$250,000 GKLL (\$500/2500 comprehensive ded. - \$500 collision ded.)
 Location 2: 2559 Jonesboro Rd. - Atlanta, GA - \$250,000 GKLL (\$500/2500 comprehensive ded. - \$500 collision ded.)
 Location 3: 4335 Woodward Way, Sugar Hill, GA - \$250,000 GKLL (\$500/2500 comprehensive ded. - \$500 collision ded.)
 Location 4: 175 Aracado Rd, Lawrenceville, GA - \$250,000 GKLL (\$500/2500 comprehensive ded. - \$500 collision ded.)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA LIABILITY. BID DESCRIPTION - 181TB1114888-BR WRECKER TOWING SERVICES.

CERTIFICATE HOLDER

CANCELLATION

FULTON COUNTY GOVERNMENT
 DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
 130 PEACHTREE STREET SW SUITE 1168
 ATLANTA GEORGIA 30303

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eddie Speir

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: S & W SERVICES OF ATLANTA INC

SIGNATURE: Pamela Sieg

NAME: PAMELA SIEG

TITLE: PRESIDENT

DATE: 11/19/2020

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

**No Payment & Performance Bonds were required for
this Project**

APPENDICES

APPENDIX 1 WRECKER SERVICE CONTRACT RATES

I. TOWING CHARGES

Category I: Vehicles, trucks, and trailers damaged or undamaged with up to and including four (4) wheels.

Item	Category I	Maximum Chargeable Rates
A	Basic tow job (includes first 20 miles and one-hour service on site)	\$175.00
B	Each additional mile (after first 20 miles).....	\$1.00
C	Charge per hour (at scene of wreck after first four)	\$30.00

Category II – Vehicles, trucks, and trailer with up to and including six (6) wheels.

Item	Category II	Maximum Chargeable Rates
A	Basic tow job (includes first 20 miles and one-hour service on site)	\$300.00
B	Each additional mile (after first 20 miles).....	\$1.00
C	Charge per hour (at scene of wreck after first four)	\$35.00

Category III – Vehicles, trucks, and trailers with greater than six (6) wheels.

Item	Category III	Maximum Chargeable Rates
A	Basic tow job (includes first 20 miles and one-hour service on site)	\$450.00
B	Each additional mile (after first 20 miles).....	\$2.00
C	Charge per hour (at scene of wreck after first four)	\$50.00

II. STORAGE OF VEHICLES

Storage charges shall not begin until twenty-four (24) hours after the tow in.

Item	Category	Maximum Daily Chargeable Rates
1	Vehicles, trucks, and trailers up to and including 4 wheels	\$25.00
2	6 wheels or greater vehicles, trucks or trailers that do not have air brakes	\$30.00
3	Any vehicle, truck, or trailer with air brakes day	\$40.00

III. USE OF ADDITIONAL WRECKERS

If additional wreckers are needed at the scene of an accident they shall charge as per the category of vehicles involved in the accident at the following rates:

Item	Category	Maximum Chargeable Hourly Rate
Category I	Basic tow job (includes first 20 miles and one-hour service on site)	\$145.00
Category II	Each additional mile (after first 20 miles)	\$ 2.00
Category III	Charge per hour (at scene of wreck after first four)	\$ 50.00

IV. When it becomes necessary to hire additional personnel to deal with an accident or other towing matters, they will be paid at double the current minimum wage as established by the United States Department of Labor.

V. When it becomes necessary to transport a vehicle by flatbed or dollies because of damage or the use of a light crane is involved then the following schedule will be used.

- Use of dollies or flatbed plus minimum charge is \$15.00 per category as defined in section I.
- Services of light crane or a frame.
- Initial Hour (1 hour).....\$100.00
- Each additional hour.....\$50.00

*****Note: For each additional hour, the rate can increase to an amount not to exceed \$150.00 (\$50.00 is added to the initial hourly rate) *****

VI. **All Fulton County Police vehicles and vehicles subject to forensic investigation and processing shall be towed and/or stored at no cost to the county, to and/or from any location as designated by the Fulton County Police Department or authorized representative.**

VII. Charges for services only begin at which point the wrecker physically connects to a vehicle and services can be cancelled by any officer for cause. If services are cancelled after a wrecker has physically connected to a vehicle the wrecker service can charge \$10.00 decoupling expense.

VIII. **The Chief of Police or authorized designee shall have the authority to waive all towing and storage charges for a vehicle involved in a police action where the owner was not properly notified of the vehicle location or recovery.**

SECTION 8 – EXHIBITS

EXHIBIT No. 2

Note: Some information may be omitted or changed in order to protect the privacy of the contractor. However, in this Exhibit Section, the contractor is required to provide the address of the office and storage facilities. The contractor must electronically submit with Bid Responses.

Office and Storage Facilities: Office and storage facilities shall be located within Fulton County, south of interstate highway I-20, either in the unincorporated area of the county or in any municipality.

- A. The contractor will be required to maintain a suitable headquarters facility to transact business and to accommodate the public. It shall be staffed on a twenty-four (24) hour basis every day of the year. Such facility must be maintained properly, clean and presentable at all times and shall be subject to inspection by the Fulton County Police Department. Failure to properly maintain facilities shall be cause for termination of the contract at the option of the county.

Vendor please provide address of office facility in the space provided below:

2559 Jonesboro Rd. SE Atlanta, GA 30315

- B. The contractor shall have an area for storage of towed vehicles or equipment within the area of service contracted for or other approved location. Such storage area must be secured against free entry and in such a way as to give security to the property entrusted to his/her care. If the storage site is an open area, it must be enclosed with chain-link fencing of sufficient height with barbed wire topping to discourage theft, damage or malicious mischief and shall be adequately lighted. The determination of proper lighting will be by the Fulton County Police Department, whose decision shall be binding. Such storage area must have security with reasonable human attendance. Such open area must be paved or have sufficient packed gravel surface to prevent problems in entry or exit during inclement weather.

Vendor please provide address of storage facility in the space provided below:

2559 Jonesboro Rd. SE Atlanta, GA 30315

Wrecker and Towing Equipment

1. Below are the minimum requirements for one area. Each area contractor shall have, in operating condition at all times, a minimum of:

- Two (2) light wreckers (8,500 lb. minimum G.V.W. with a 5,000 lb. power winch, may be crane & boom or flatbed style)

Comply: yes ✓ no _____

- One (1) heavy wrecker (10,000 lbs. minimum G.V.W. with 10,000 power winch, crane & boom)

Comply: yes ✓ no _____

- One (1) extra heavy wrecker (30,000 lb. minimum G.V.W. with 30,000 lb. power winch, crane and boom) and shall have a portable crane in his/her wrecker fleet.

Comply: yes ✓ no _____

2. Vendor will provide the Year, Make, Model and Vehicle Identification Number (VIN) of Wreckers in the space provided:

Light Wrecker #1

Year: 2020
 Make: HINO
 Model: 258
 VIN: 5PVNJ8JN0L4S54011

Light Wrecker #2

Year: 2020
 Make: HINO
 Model: 258
 VIN: 5PVNJ8JN1L4S53997

Heavy Wrecker

Year: 2018
 Make: PETERBILT
 Model: HEAVY DUTY WRECKER
 VIN: 1NPXX4TX5JD469078

Extra Heavy Wrecker

Year: 2020
 Make: PETERBILT
 Model: W1150 CENTURY ROTATOR
 VIN: 1NPXX4TX9LD632866

3. Each wrecker will be required to carry a full complement of service items such as: fire extinguishers, chains, ropes, blocks, skid chain, dollies, stop lights, flares, flashers, flood lights, canned water for flushing gas off street, hand tools, lock-out tools, shovels, axes, wrecking bars, brooms, major first aid kit, other tools needed for lifting and extricating, relighting of wrecked vehicle/equipment and removal from thoroughfare by towing or carting.

Comply: yes ☒ no ☐

4. Removal of debris (as required by Georgia law): O.C.G.A. 40-6-276.

Comply: yes ☒ no ☐

5. The awarded contractor shall submit to the Chief of Police the following information:

- Name: _____
- Address: _____
- Date of Birth: _____
- Driver's License Number of all persons employed in the towing or storage operation.

Comply: yes ☒ no ☐

6. Notice in writing to the police chief must be made of any material change in the above information.

Comply: yes ☒ no ☐

7. Each wrecker must be equipped with a two-way base radio and/or each wrecker personnel should be equipped with a cellular phone. Such system must be maintained and operated on a twenty-four (24) hour basis at a base facility located within Fulton County.

Comply: yes ☒ no ☐

8. Records:

Contractor shall use pre-printed and pre-numbered tickets for the service under this contract. In addition to any other information required by law, the following shall be indicated on ticket:

- (a) Time call came from police department.
- (b) Arrival time of wrecker at place of accident (or where directed).
- (c) Departure time from scene.
- (d) Arrival time at storage place.
- (e) Mileage from point of pickup to storage point or destination.

Comply: yes ☒ no ☐

9. Examination of Records:

The contractor agrees that the Chief of Police of the Fulton County Police Department, or his duly authorized representative, shall have access to and the right to examine any books, documents, papers, and records of the contractor involving transactions related to this contract. Such records will be maintained for one year after the end of this contract.

Comply: yes ✓ no _____

10. In addition to any other terms, conditions, etc., spelled out in this invitation, the contractor will comply with any federal, state or local laws or ordinances applicable to this operation. Attention is specifically directed to O.C.G.A. title 40, chapters 3, 4 and 11. The contractor shall obtain and pay for all permits, licenses, certificates, inspection, and other legal fees required, both permanent and temporary.

Comply: yes ✓ no _____

11. In addition to the requirement of law, the wrecker company will provide the Police Department, in writing, at least one week before each sale, a list of all vehicles to be sold to include the following:

- Make:
- Year:
- Model of Vehicle:
- Tag Number:
- Vehicle Identification Number:

Comply: yes ✓ no _____

12. Electronic Repository

The system should be designed with the internet as the primary means of electronic communications between responsible entities across the full towing lifecycle. Internet browser must be the only software needed for any end user to access the system via the internet or intranet. This is a web-based solution and should be hosted by the selected vendor.

Comply: yes ✓ no _____

13. The service must be available 24/7, with the exception of scheduled downtime for backup or similar database maintenance. Vendor will be responsible for data retention and backup.

Comply: yes ✓ no _____

14. Internet access to the database must be available to FCPD personnel, vehicle storage lot operators, and citizens based on user assigned security rights and operational needs that will be determined by FCPD. The system should detect common errors (e.g. VIN validation) in data submission, allow for change tracking of corrected towing information and facilitate releases to the vehicle owner by storage lot personnel.

Comply: yes ✓ no _____

15. The system must provide real-time electronic notification to FCPD of a towed vehicle's entry and release by a storage lot operator. The tow records shall contain all of the information required by FCPD to provide oversight across the entire towing and recovery process. The system should allow FCPD to <set/release> vehicle holds and <restrict/enable> vehicle releases accordingly.

Comply: yes ✓ no _____

16. The service must enable a citizen to inquire on the location of a vehicle by VIN (vehicle identification number) or license plate number, at a minimum on a public website. The service must provide data-sharing with other Atlanta, Georgia and national towing repository to facilitate vehicle recovery and FCPD investigative activity.

Comply: yes ✓ no _____

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A4A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox

CONTRACTOR:

S&W SERVICES OF ATLANTA, INC.

DocuSigned by:

Pamela K Sieg

FFD44F2C5F97428...

Pamela K Sieg

President

Attest ☒ Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Ashley Palmer

854032B2A6FA431

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

W. Wade Yates

AFB5B1F6433B4FB...

W. Wade Yates

Interim Chief of Police

Fulton County Police Department

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Susan Bates

Notary Public

County: Dekalb

Commission Expires: 3/18/2023

DocuSigned by:

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

☒ X

RM

ITEM#: _____	RCS: _____	ITEM#: 2021-0089	RM: 2/3/2021
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (770) 957-2618 Fax: (770) 954-9525

THE ASSOCIATES GROUP, INC.

P. O. BOX 399

38 CLEVELAND STREET

LOCUST GROVE GA 30248

Agency Lic#: 74612

CONTACT NAME: Eddie Speir

PHONE (770) 957-2618

FAX (770) 954-9525

E-MAIL eddie@taglg.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : CAROLINA CASUALTY INSURANCE CO "A+ X" 10510

INSURER B : AMGUARD INSURANCE COMPANY "A+ X" 42390

INSURER C : LOYDS OF LONDON AA112

INSURER D :

INSURER E :

INSURER F :

INSURED

S&W SERVICES OF ATLANTA INC.

DBA S&W TOWING, S&W SOUTHSIDE, S&W HEAVY EQUIPMENT

2158 TUCKER INDUSTRIAL RD.

TUCKER GA 30084

COVERAGES

CERTIFICATE NUMBER: 594094

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			K2GP111381	09/15/20	09/15/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			K2GP111381	09/15/20	09/15/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			SCT1130820	09/15/20	09/15/21	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	BNUWC0118555	11/15/19	11/15/20	PER STATUTE <input type="checkbox"/> OTH ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
B	\$1,000 Deductible On-Hook / Cargo			K2GP111381	09/15/20	09/15/21	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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AUTHORIZED REPRESENTATIVE

Eddie Speir