

SUBMIT APPLICATION & ATTACHMENTS BY EMAIL TO DCAIN@CULLMANAL.GOV OR IN PERSON TO CULLMAN FIRE STATION #3, 1920 BUTLER ST NW, CULLMAN, AL, 35055. QUESTIONS? CALL 256-775-7199.

Application must be submitted with all required documentation to be considered for placement on the City of Cullman's Wrecker Rotation List. A committee will review documents, facilities, equipment, etc., to determine eligibility and make appropriation recommendation to the City.

1. COMPETENCY OF CONTRACTORS

- A. The City reserves the right to reject any application and to waive any non-substantial irregularity in application received, whenever such waiver or rejection is in the best interest of the City.
- B. Wrecker Contractor must provide documentation verifying his/her identify and employment eligibility in the U.S.
- C. Wrecker Contractor must attach a fee schedule.
- D. Wrecker Contractor must maintain all state and local licenses or permits necessary to perform services for the City.
- E. The City will conduct a driver license check and may conduct such checks while Wrecker Contractor is engaged.
- F. Wrecker Contractor must submit names and addresses of all persons with a financial interest in the business including, but not limited to, individual owners, partners, limited partners, officers, directors, and stockholders.
- G. Wrecker Contractor must be familiar with all applicable laws, ordinances, rules, and regulations. Ignorance with respect to any such laws, ordinances, rules, or regulations will in no way relieve him/her of responsibility.
- H. Wrecker Contractor must provide a list of three (3) or more business references to include addresses, phone numbers, and contact names. References should include current contracts with other entities similar in the requirements to the City.

2. CRIMINAL BACKGROUND CHECK AND LITIGATION HISTORY

- A. By signing the attached application, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not placing me on the list of wrecker contractors, or dismissing me after being placed upon the list.
- B. I further certify that I have read the requirements associated with the service for which I am applying to provide and that I am capable of performing the job duties described therein.
- C. I understand that I will have to produce documentation verifying my identity, and employment eligibility in the United States.
- D. I understand that the City of Cullman may contact references, and herein authorize the City of Cullman to conduct a criminal history background and license check on me at any time prior to, and during my employment.
- E. I understand that the City will consider a Wrecker Contractor's litigation history information in its review and determination of responsibility. All wrecker contractors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Wrecker Contractor, any parent or subsidiary of the Wrecker Contractor, or any predecessor organization. If the Wrecker Contractor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of applying) and each of the entities forming the joint venture. Although the review of Wrecker Contractor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the application criteria may result in a recommendation of no response by the City.

3. TERMINATION

- A. If for any found cause Wrecker Contractor fails to fulfill its obligations to the City in a timely and proper manner or fails to pass a background check, the City will notify him/her within ten (10) days of violation or non-approval.
- B. If Wrecker Contractor fails to provide truthful and corroborated evidence disputing the violation, or fails to remedy the violation, with ten (10) days the City, at its discretion, may remove him/her from the Wrecker Rotation List. Notification of termination shall be in writing, with termination effective immediately upon receipt of same.
- C. Wrecker Contractor shall be entitled to compensation for satisfactory work completed prior to termination.

4. INDEMNITY AND HOLD HARMLESS AGREEMENT

Wrecker Contractor hereby agrees to defend, indemnify, and hold the City harmless against:

- A. Losses or liabilities for claims of personal injury, death, or property damage made against the City arising out of, or as a consequence of, work performed by Wrecker Contractor.
- B. Expenses related to claims or lawsuits resulting from such claims, including court costs and attorney(s) fees.
- C. Penalties and damages incurred by the City by reason of Wrecker Contractor's failure to obtain any applicable permit or license or Wrecker Contractor's failure to comply with any applicable laws, ordinances, or regulations.

5. INDEPENDENT CONTRACTOR STATUS

- A. While engaged by the City, Wrecker Contractor’s status shall be as an independent contractor and not as an agent or employee of the City.
- B. Wrecker Contractor’s employees or agents, while engaged in the performance of work or service required by Wrecker Contractor, shall be employees of Wrecker Contractor only and not of the City.
- C. Any and all claims arising under the Alabama Workers’ Compensation Act on behalf of Wrecker Contractor’s employees, and any and all claims made by a third party as a consequence of any act or omission on the part of Wrecker Contractor's employees or agents, shall be the sole obligation and responsibility of Wrecker Contractor.

6. NON-DISCRIMINATION

To provide equal opportunity to all applicants, decisions will be based on merit, qualifications, and abilities. Equal opportunities are provided to all applicants regardless of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. The City will make reasonable accommodations for qualified individuals with known disabilities.

Anyone with questions or concerns about discrimination in the approval or selection process is encouraged to bring these to the attention of the City, and should do so without fear of reprisal. Any city employee found to be engaging in any type of unlawful discrimination will be subject to disciplinary action.

BUSINESS INFORMATION

Business Name: _____

Business Address: _____

City/State/Zip: _____

Business Phone #: _____

Business Email: _____

Business Website: _____

MUST ATTACH THE FOLLOWING:

- **CURRENT BUSINESS LICENSE(S) AND INSURANCE INFORMATION.**
- **CURRENT FEE SCHEDULE.**
- **NAMES AND ADDRESSES OF ALL PERSONS WITH A FINANCIAL INTEREST IN BUSINESS.**
- **BUSINESS CARD, IF AVAILABLE.**

OWNER INFORMATION

Owner’s Name: _____

Owner’s Address: _____

City/State/Zip: _____

Social Security #: _____ Driver License #: _____

Home Phone #: _____ Cell Phone #: _____

Email Address(es): _____

BUSINESS REFERENCE #1

Business Name: _____
Name of Contact: _____
Business Address: _____
City/State/Zip: _____
Business Phone #: _____ Cell Phone #: _____
Email Address: _____

BUSINESS REFERENCE #2

Business Name: _____
Name of Contact: _____
Business Address: _____
City/State/Zip: _____
Business Phone #: _____ Cell Phone #: _____
Email Address: _____

BUSINESS REFERENCE #3

Business Name: _____
Name of Contact: _____
Business Address: _____
City/State/Zip: _____
Business Phone #: _____ Cell Phone #: _____
Email Address: _____

- SUBMIT ADDITIONAL BUSINESS REFERENCES BY ADDITIONAL ATTACHMENTS -

CERTIFICATION & SIGNATURE

By signing below, you are hereby certifying that:

1. All of the information you have provided is true and complete to the best of your knowledge, and you understand that any false or incomplete answer may be grounds for non-approval or termination of service.
2. You have read the rules and requirements associated with the service you are applying to provide, and that you are capable of performing the duties described therein.
3. You authorize the City of Cullman to conduct a criminal background and license check prior to and during service.
4. You have attached all required documentation and understand that incomplete applications will be rejected.

Signature of Owner

Date