

	CITY OF DUNWOODY REQUEST FOR STATEMENT OF QUALIFICATIONS (THIS IS NOT AN ORDER)
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RFQ Number: 2013-11	RFQ Title: WRECKER SERVICE
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RFQ Due Date and Time: January 16, 2014 Local Time: 2:00pm	Number of Pages: 36
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ISSUING AGENCY INFORMATION	
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Issue Date: December 23, 2013	
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<u>City of Dunwoody</u> <u>Police Department</u> <u>41 Perimeter Center East, Suite 100</u> <u>Dunwoody, Ga. 30346</u>	Phone: 678-382-6710 Fax: 678-382-6701 Website: www.dunwoodyga.gov
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INSTRUCTIONS TO OFFERORS	
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Return Submittal to: City of Dunwoody Purchasing Division 41 Perimeter Center East, Suite 250 Dunwoody GA 30346	Mark Face of Envelope/Package: RFQ Number: 2013-11 RFQ Due Date: January 16, 2014 @ 2:00PM local time Special Instructions:
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IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	
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OFFERORS MUST COMPLETE THE FOLLOWING	
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Offeror Name/Address: Brown Wrecker Service Inc. DBA Brown & Brown Wrecker Service 3854 North Peachtree Road Chamblee GA 30341	Authorized Offeror Signatory: Arthur Brown Jr. (Please print name and sign in ink)
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Offeror Phone Number: 770-457-2226	Offeror FAX Number: 770-451-8185
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Offeror Federal I.D. Number: 58-1349287	Offeror E-mail Address: artbrownjr@comcast.net
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CITY OF DUNWOODY

STATEMENT OF QUALIFICATIONS LETTER

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

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

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

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

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

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

Authorized Signature _____ Date _____

Print/Type Name Arthur Brown

Type Company Name Here Brown Wrecker Service Inc. DBA Brown & Brown Wrecker Service

CITY OF DUNWOODY

DISCLOSURE FORM

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

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

Name of Offeror Brown & Brown Wrecker Service

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

N/A

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

Amount/Value

Description

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

TECHNICAL PROPOSAL

Brown Wrecker Service Inc. DBA Brown & Brown Wrecker Service will respond quickly, consistently and in a professional manner when called to render wrecker services.

Brown & Brown Wrecker Service is a family owned and operated business. Family members are in key positions to enforce our commitment to excellence. Company manager and project manager for this contract is Arthur Brown.

Owner: Oneida C. Brown 4330 Village Oak Lane, Dunwoody, GA 30338

Brown & Brown Wrecker Service has been providing the services required in this RFQ for over 49 years continuously. We are accustomed to handling large volumes of tows every year. Brown & Brown annually averages 12,000 cars towed to and stored at the impound yard. We maintain an experienced staff 24 hours a day 365 days a year. The average response time as reported by the DeKalb County Police Dept. at random checks show that the expected time of arrival (ETA) is in the 10-15 minute range. We promise and deliver service without delays. We understand it's important to your officers not to be left waiting in harms way. All shift managers and other key personnel are experienced wrecker drivers and can be utilized as back up as needed. On rare occasions, if additional help is required, the company will call upon other DeKalb County wrecker services as needed. Brown & Brown maintains contact and a good working relationship with the other wrecker services for this purpose. In times of extreme emergencies, arrangements have been made to obtain wrecker service and other ancillary assistance from other wrecker services in the general area.

Here is a list of our drivers:

Name	O.L.N.	S.S.N.	D.O.B.	Hired	Experience
Charles Coker	055906500		57	09-14-78	40 years
Albert C Jarrard	054438613		59	02-27-87	37 years
Arthur Brown Jr.	030204986		71	10-03-94	25 years
Drew Stone	255705150		50	02-05-01	38 years
William R Brown	037192396		75	07-30-01	17 years
Edward J White	050716819		79	01-14-02	22 years
Marshall Kinney	048548917		80	06-15-06	12 years
Harold T Henson	256619736		72	01-22-07	24 years
Andrew Stone	055055173		79	09-14-09	20 years
Leeval Glover	051667617		70	06-06-12	2 years
Arthur Brown III	055705040		93	06-14-12	2 years
Jason Bradbury	051116734		72	08-20-12	6 years
Jaime Soto	056994751		59	02-22-13	2 years

Brown & Brown is the most experienced and the most capable wrecker service in the area. It has adequate storage areas in DeKalb County at two separate locations. It has and maintains a more than adequate fleet of wreckers, towing equipment, and towing systems to adequately handle and service the City of Dunwoody. The owner and managers of the company understand the dedication and commitment required to keep a fleet ready to provide the very services Dunwoody requires. The experience of the Brown & Brown personnel and its management staff all combine to support Brown & Brown's contention and representation that

it is the best equipped, best managed and most suitable ongoing wrecker/tow service business in the area and should therefore be awarded the service contract under this RFQ.

Brown & Brown Wrecker Service has provided the police towing needs for the area that is now the City of Dunwoody for over 45 years. We note this not to point out that we deserve it because we're accustomed to having it; but to point out that we are ready to meet your needs now. We already have the staff and the equipment necessary, and our staff is already familiar with the area.

Our office and main impound and storage yard is at 3854 North Peachtree Road, Chamblee, GA 30341; zoning classification C-2; size - 4 acres; capacity 400 vehicles. We have been at this location for 46 years.

Our back-up lot is at 5828 New Peachtree Road, Doraville, GA 30340; zoning classification M-2; size - 2.25 acres; capacity 350 vehicles. This lot is used as an overflow lot when cars are ready for auction. All vehicles initially go to the main lot at North Peachtree Road.

Experience of firm in doing work as described in this RFQ: The type of work performed has been the same as the needs described in this RFQ and has been provided continuously since it began.

45 years for DeKalb County Police.

49 years for the City of Doraville Police.

49 years for the City of Chamblee Police.

5 years for the City of Dunwoody Police.

DeKalb Co. PD	Sgt. Armistead	404-297-3940
Chamblee PD	Chief Williams	404-319-6784
Doraville PD	Chief King	770-458-8561
Dunwoody PD	Lt. Barnes	678-491-6557

3.0 MANDATORY REQUIREMENTS

3.1 Scope of Services/Performance Requirements

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

Date and Time
License, Make, & Model of vehicle being towed
Physical address of location towed from
Physical address of location vehicle is towed to

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

Brown & Brown Wrecker Service understands and will comply.

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

Brown & Brown Wrecker Service understands and will comply.

3.2 Equipment Specifications

Brown & Brown Wrecker Service understands and will comply.

Truck #	V.I.N.	Tag#	Description	Bed Serial #
#65	'08 F-550	1FDAF56R48EB44795	JA541N Flatbed wrecker	195-06369-GD09
#66	'82 L-9000	1FDXR90W4CVA18484	PG1407 Heavy duty wrecker	583583
#70	'05 UD2000	JNAMB80H45AH50363	JN57G9 Flatbed wrecker	21S-03153-GK05
#77	'11 5500	3D6WA7EL1BG575624	JN0S76 Flatbed wrecker	45590
#78	'05 UD2000	JNAMB80H45AH50203	JN234M Flatbed wrecker	21S-02606-GE05
#79	'07 UD2000	JNAMB80H27AH60313	JN57T5 Flatbed wrecker	93209
#81	'08 F-550	1FDAF56R18EA15039	JA518N Flatbed wrecker	50185
#83	'08 F450	1FDXF46RX8EB83248	JA251R Small winch wrecker	80401097
#84	'10 F-350	1FDWW3HR1AEA78235	JA802R Small winch wrecker	88200890
#85	'04 4300	1HTMMAAL54H662977	JN8267 Medium duty wrecker	612-1726-H03
#87	'03 F-650	3FDNF65Y93MB05879	PNP6361 Flatbed wrecker	36968
#88	'07 UD2000	JNAMB80H27AH60053	JN84L1 Flatbed wrecker	21S-03921-GG06

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

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

Brown & Brown Wrecker Service understands and will comply.

3.3 Business Requirements

1. Preferred wrecker service within the City of Dunwoody and within 5 miles of the City of Dunwoody.
We are located 1 mile of the City limits.
2. Preferred wrecker service will own/lease all specified equipment by December 01, 2009.
We own all equipment needed.
3. Wrecker service has been in business in excess of five years.
We have been in business for 51 years, since 1963.
4. Wrecker service must submit proof of the specifications they meet.
Brown & Brown Wrecker Service understands and will comply.

5. Wrecker service must be insured and bonded for all vehicles impounded by the police department.
Brown & Brown Wrecker Service understands and will comply.
6. Wrecker service should have a designated area for vehicles seized by the police department.
We have an impound yard for police impounds and if necessary a separate area can be fenced off.
7. Wrecker service should have a designated garage or area that vehicles may be searched not in view by the public.
We have an area that will meet your needs.
8. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning.
Brown & Brown has the required business licenses and the proper zoning to conduct business. C-2

3.4 Contractor Requirements

1. The Contractor must maintain a twenty-four hour wrecker and tow truck service capable of responding to all calls for service made by the City of Dunwoody within twenty (20) minutes on at least ninety percent of the calls for service made by the City.
Brown & Brown has been performing these services for police departments continuously for over 49 years and provides excellent response times in the range of 10-15 minutes. City of Dunwoody Police can anticipate 10-15 response times as well.
2. A City of Dunwoody contract wrecker tow is a wrecker service call generally initiated by the Dunwoody Police Department, then dispatched by the DeKalb County Communication Center, which will result in a vehicle impound. The basic fee will be charged based on the vehicle class, for the impound to the contractor's impound lot. Contractor(s) will not be entitled to any payment of fees for cancellation of a response to a scene. "Relay Fees" or the transferring of vehicles from the impound lot, shall correspond to the same charges for the basic service. This includes furnishing of wrecker and car-carrier (skid truck), and all work necessary to properly hook up a vehicle and tow it to the Contractor's storage, or to any designated area.
Brown & Brown Wrecker Service understands and will comply.
3. A City of Dunwoody (impound hold) wrecker call generally in conjunction with an arrest, a criminal investigation, and/or abandoned vehicles will requires release from the Dunwoody Police Department prior to Contractor releasing the vehicle to the victim/owner. No charges shall accrue during the time the vehicle is on "impound hold" by the City of Dunwoody. If a request is made to tow the vehicle to another location, a per mile fee can be assessed after 15 miles.
Brown & Brown Wrecker Service understands and will comply.

4. A private tow is a wrecker service call generally in conjunction with an accident or public request where the Contractor (s) can release the vehicle to the owner without authorization from Dunwoody Police Department. The fees herein are to be paid only after the service has been rendered by the Contractor(s). This includes furnishing of wrecker and car-carrier (skid truck) and all work necessary to properly hook up a vehicle and tow it to the Contractor's impound lot, or to an area designated by the owner of the vehicle that falls within 15 miles of the incident. Merely coming to a scene does not constitute reason for payment.

Brown & Brown Wrecker Service understands and will comply.

5. In addition to the fees, a contractor is authorized to charge for providing services under this contract. Successful respondent agrees to collect from all person or entities receiving service under this contract an additional \$20.00 per tow to be remitted to City of Dunwoody. The City of Dunwoody reserves the right to increase or decrease this fee annually dependent upon the cost to the City for monitoring and administering this contract and providing services related to the impound and disposal of vehicles. The fees collected shall be remitted to the City on a quarterly basis made payable to the City of Dunwoody Accounts Payable on the fifteenth (15th) day of the calendar month following the end of each fiscal quarter. The check should be mailed or delivered to:

City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

Brown & Brown Wrecker Service understands and will comply.

6. When a wrecked, disabled or abandoned vehicle is removed from public right-of-way or public property without the request, direction, or participation of the Police Department, the Contractor shall, within twenty four (24) hours of such removal, furnish the police department, on a form supplied by the Dunwoody police Department, the following information with respect to such vehicle, tag number and vehicle description (including year, model, make, color, identification number and location towed from and location towed to).

Brown & Brown Wrecker Service understands and will comply.

7. Nothing in this article shall relieve contractor of any requirements imposed by the laws of the State of Georgia or any regulatory agency thereof, or by virtue of any other law with respect to the duties, among others, to make diligent inquiries as to the ownership of vehicles and notification of owners.

Brown & Brown Wrecker Service understands and will comply.

8. Contractor shall assist the Dunwoody Police Department in the following inventory procedure: Whenever any vehicle is removed by the contractor at the direction of a Police Officer, the Police Officer, after making a thorough inventory of all equipment, accessories, personal articles and other items attached to or located within the vehicle, shall complete the inventory on a form supplied by the Police Department and signed by the officer in charge of the removal. Upon acceptance of the vehicle and prior to its

removal, the agent or employee of the contractor performing the removal shall verify said inventory and shall sign the inventory form.

Brown & Brown Wrecker Service understands and will comply.

9. Contractor shall exercise due care in removal operations and shall follow the direction of the traffic officer directing the removal so as to not impede traffic or endanger the general public and property.

Brown & Brown Wrecker Service understands and will comply.

10. Contractor shall have the capability of moving all types of motor vehicles including, mini-bikes, motorcycles, automobiles, trucks, equipment, loaded and unloaded tractor trailers and buses, by such method and manner as approved by the City. A descriptive listing of current equipment shall be provided to the City prior to the initiation of this agreement, and any subsequent change of such equipment capability shall be reported immediately to the Dunwoody Police Department.

Truck #		V.I.N.	Tag#	Description	Bed Serial #
#65	'08 F-550	1FDAF56R48EB44795	JA541N	Flatbed wrecker	195-06369-GD09
#66	'82 L-9000	1FDXR90W4CVA18484	PG1407	Heavy duty wrecker	583583
#70	'05 UD2000	JNAMB80H45AH50363	JN57G9	Flatbed wrecker	21S-03153-GK05
#77	'11 5500	3D6WA7EL1BG575624	JN0S76	Flatbed wrecker	45590
#78	'05 UD2000	JNAMB80H45AH50203	JN234M	Flatbed wrecker	21S-02606-GE05
#79	'07 UD2000	JNAMB80H27AH60313	JN57T5	Flatbed wrecker	93209
#81	'08 F-550	1FDAF56R18EA15039	JA518N	Flatbed wrecker	50185
#83	'08 F450	1FDXF46RX8EB83248	JA251R	Small winch wrecker	80401097
#84	'10 F-350	1FDWW3HR1AEA78235	JA802R	Small winch wrecker	88200890
#85	'04 4300	1HTMMAAL54H662977	JN8267	Medium duty wrecker	612-1726-H03
#87	'03 F-650	3FDNF65Y93MB05879	PNP6361	Flatbed wrecker	36968
#88	'07 UD2000	JNAMB80H27AH60053	JN84L1	Flatbed wrecker	21S-03921-GG06
#89	'00 4700	1HTSCABMXYH249394	JN237M	Flatbed wrecker	45244

11. Contractor shall provide for the cleanup of debris from the accident site, as required by State law. This shall include the pickup and removal of any broken glass, bent material and other road hazards. This will only be required when vehicle is actually towed.

Brown & Brown Wrecker Service understands and will comply.

12. Contractor shall hold vehicles when specifically directed to do so by the Dunwoody Police Department for evidence, confiscation or any other purposes permitted by law. Upon the written and signed authorization of the Police Department or a court, the Contractor shall release any vehicle held as so directed.

Brown & Brown Wrecker Service understands and will comply.

13. Contractor must maintain a separate fenced off, paved impound area within five (5) miles of the City limits of Dunwoody and for vehicles towed at the request of the Police Department. This impoundment area shall be maintained in the following manner:

- a. An attendant will be on duty twenty four(24) hours a day, seven (7) days a week.

- b. The impoundment area shall be enclosed by a fence not less than six (6) feet high with a gate which can be securely fastened and locked, said fence shall be subject to the approval of the Police Department. Such impound lot must be lighted, paved, and capable of storing 125 vehicles.
- c. The gate to the impound area shall be and remain locked during the hours of darkness except to provide reasonable ingress and egress in connection with wrecker service operations.
- d. The impound area shall be lighted during the hours of darkness in such a manner as to prevent, discourage, and detect attempts at theft or vandalism. Such lighting shall be in accordance with rules and regulations to be prescribed by the Police Department.
- e. The impound area shall be paved entirely with asphalt, cement, gravel, or an equivalent surface.
- f. The Contractor shall submit an inventory every two (2) weeks of all vehicles remaining in its possession and unclaimed by the owner to the Police Department. The inventory shall be completed on a form supplied by the Police Department.
- g. The contractor shall maintain a business/dispatch office at the impound area inside the City limits where all associates with the contract will take place. Any business associated with the contract shall be conducted at this location to include dispatch, releasing vehicles, billing, records maintenance, etc.
- h. Nothing contained in this agreement shall be construed to prohibit the Police Department from providing for its own impoundment area for the purpose of storing or holding vehicles for evidence, confiscation or any other purpose permitted by law.

Brown & Brown Wrecker Service understands and will comply with all points above.

List Security features at storage lot:

On duty-on site personnel 24 hours a day

Regular patrols and fence checks

Camera surveillance

GA Power Security lighting

Minimum 6ft. fence with razor or barbwire

Electric gate openers

Our office and main impound and storage yard is at 3854 North Peachtree Road, Chamblee, GA 30341; zoning classification C-2; size - 4 acres; capacity 400 vehicles. We have been at this location for 51 years.

Our back-up lot is at 5828 New Peachtree Road, Doraville, GA 30340; zoning classification M-2; size - 2.25 acres; capacity 350 vehicles. This lot is used as an overflow lot when cars are ready for auction. All vehicles initially go to the main lot at North Peachtree Road.

14. Contractor hereby agrees that all work will be done with Contractor's equipment (or equipment may be leased) and Contractor's employees. Contractor further agrees that no work on behalf of the City of Dunwoody will be done by any other company or non-employees of the Contractor, that is, Contractor will not contract out any work received from the City of Dunwoody. **Exceptions: When special equipment is required for the towing of Fire Trucks or other vehicles requiring special handling equipment, the contractor may utilize a subcontractor to satisfy the conditions.**

Brown & Brown Wrecker Service understands and will comply.

15. Contractor shall post in a conspicuous place at his place of business a price sheet reflecting the prices to be charged by Contractor pursuant to this agreement. This price sheet shall also be carried in all towing vehicles at all times and made available for review to all owners of towed vehicles pursuant to this agreement.

Brown & Brown Wrecker Service understands and will comply.

16. The Contractor shall maintain a list of all employees, their current address, date of birth and social security number and keep on file with the Police Department. All employed drivers and operators of wreckers shall have a valid State of Georgia drivers license of the class required for the size truck operating and have in his possession all medical and exam cards required by the State of Georgia.

Brown & Brown Wrecker Service understands and will comply.

17. The Contractor must maintain a valid occupational license issued by an entity from within the State of Georgia

Brown & Brown Wrecker Service understands and will comply.

18. The Contractor must maintain registration with the Georgia Public Service Commission and all State required permits.

Brown & Brown Wrecker Service understands and will comply.

19. The Contractor must maintain all applicable Federal, State, and City permits and must provide current copies to the City.

Brown & Brown Wrecker Service understands and will comply.

20. The Offeror must submit the Proposal Letter/Disclosure Form with original signatures.
Brown & Brown Wrecker Service understands and will comply.
21. Any exceptions to the City's Sample Contract (Appendix A) must be clearly identified and submitted with the Offeror's Technical Proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in Section 2.0.
Brown & Brown Wrecker Service understands and will comply.
22. The Offeror must submit a Technical Proposal detailing the proposed approach to performing all of the services requested under Section 3.0. The Offeror will submit one copy of the Technical Proposal on CD and two hard copies with original signatures.
Brown & Brown Wrecker Service understands and will comply.
23. The Contractor must provide monthly usage reports for the following information:
- A. Date of Dispatch
 - B. City of Dunwoody Department that dispatched
 - C. Time of Dispatch
 - D. Arrival time
 - E. Total response time
 - F. Number of Vehicles impounded.
 - G. Dunwoody Police Case Number
- Brown & Brown Wrecker Service understands and will comply.**

4.2.3.1 Company Background and Qualifications-40%

Offeror will describe their company background, relevant experience pertaining to length of time in business. The Offeror will include in the proposal the legal form of their business organization, the City in which incorporated (if a corporation), *a copy of their business license with Dunwoody/DeKalb County*, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships, as they relate to this RFQ.

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

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

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

**Brown Wrecker Service Inc. is a Georgia Type "S" Corporation.
Brown & Brown Wrecker Service has a City of Chamblee business license.
Office location is 3854 North Peachtree Road, Chamblee GA 30341.**

Our office and main impound and storage yard is at 3854 North Peachtree Road, Chamblee, GA 30341; zoning classification C-2; size - 4 acres; capacity 400 vehicles. We have been at this location for 50 years.

Our back-up lot is at 5828 New Peachtree Road, Doraville, GA 30340; zoning classification M-2; size - 2.25 acres; capacity 350 vehicles. This lot is used as an overflow lot. All vehicles initially go to the main lot at North Peachtree Road.

Organizational structure:

Owner- Oneida C. Brown

Manager- Arthur Brown Jr. (main contact)

Dispatcher- DW Stone (1st shift dispatch)

Melissa Cobb (2nd shift dispatch)

Rusty Brown (3rd shift dispatch)

Arthur Brown Jr 404-558-4116

Dedicated Police Dispatch 770-451-7211

Main Office 770-457-2226

Oneida C. Brown owns all of the issued and outstanding stock of Brown Wrecker Service, Inc. It was formerly owned by her husband, William R. Brown, who passed away in September of 1980, and since that time Oneida C. Brown has been the sole owner of the company. She has worked in the wrecker business since 1963. Brown Wrecker Service Inc. is the successor to Brown & Porter, a partnership. Both Oneida C. Brown and William R. Brown worked with Porter Wrecker Service for several years before becoming co-owners. Oneida C. Brown has 51 years experience in the wrecker service business.

Experience of firm in doing work as described in this RFQ: The type of work performed has been the same as the needs described in this RFQ and has been provided continuously since it began.

45 years for DeKalb County Police.

49 years for the City of Doraville Police.

49 years for the City of Chamblee Police.

5 years for the City of Dunwoody Police.

DeKalb Co. PD	Sgt. Armistead	404-297-3940
Chamblee PD	Chief Williams	404-319-6784
Doraville PD	Chief King	770-458-8561
Dunwoody PD	Lt. Barnes	678-491-6557

City of Chamblee

OCCUPATIONAL TAX CERTIFICATE

BROWN WRECKER SERVICE
3854 NORTH PEACHTREE ROAD
CHAMBLEE, GA 30341

Type of Business: TOWING AND STORAGE OF VEHICLES

Business Name: BROWN WRECKER SERVICE

Business Location: 3854 NORTH PEACHTREE ROAD
CHAMBLEE, GA 30341

Certificate Number: 2013NONPS-0038

Tax Class: CLASS 3

Date Issued: 01/31/2013

Tax Year: 2013

Occupational Tax is levied for revenue purposes only and is not for regulatory purposes; nor is the payment of tax a condition precedent to the practice of any profession, trade or calling.

Issuance of this certificate does not constitute approval by the city that the business activity or use of the property is permitted or complies with the City's Zoning Ordinance.

Renewal returns shall be filed on or before March 15th of each year. Occupational Tax due from businesses continuing operation from the preceding year shall be considered delinquent if not paid by April 15th of each year.

This certificate must be displayed in a conspicuous place and is not transferable.

Notify this office of any changes in location or ownership.

Authorized Signature:



Occupational Tax Clerk



City of Chamblee • 5468 Peachtree Road • Chamblee, GA 30341 • (770) 986-5010

4.2.3.2 Experience-20%

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

Experience of firm in doing work as described in this RFQ: The type of work performed has been the same as the needs described in this RFQ and has been provided continuously since it began.

**45 years for DeKalb County Police.
49 years for the City of Doraville Police.
49 years for the City of Chamblee Police.
5 years for the City of Dunwoody Police.**

DeKalb Co. PD	Sgt. Armistead	404-297-3940
Chamblee PD	Chief Williams	404-319-6784
Doraville PD	Chief King	770-458-8561
Dunwoody PD	Lt. Barnes	678-491-6557

4.2.3.3 Financial Stability-10%

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

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

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To The Board of Directors
Brown Wrecker Service, Inc.:

We have compiled the accompanying statement of assets, liabilities and equity-income tax basis of Brown Wrecker Service, Inc. (an S corporation) as of October 31, 2013, and the related statements of revenues and expenses and retained earnings-income tax basis, and cash flows-income tax basis for the ten months then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the income tax basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

GrossDukeNelson & Co, PC

January 13, 2014

BROWN WRECKER SERVICE, INC.

STATEMENT OF ASSETS, LIABILITIES AND EQUITY-
INCOME TAX BASIS

OCTOBER 31, 2013

ASSETS

CURRENT ASSETS:

Cash	\$ 146,311
Advances	500
Loans-related parties	10,585
Employee benefit plan-ins.	<u>4,277</u>
Total Current Assets	<u>161,673</u>

PROPERTY AND EQUIPMENT:

Furniture and fixtures	3,363
Vehicles	650,356
Equipment	115,975
Leasehold improvements	<u>8,250</u>
	777,944
Accumulated depreciation	<u>(774,547)</u>
Total Property and Equipment	<u>3,397</u>

OTHER ASSETS:

Bond, Dekalb County contract	5,000
Loan fees, net of accumulated amortization	<u>62</u>
Total Other Assets	<u>5,062</u>

Total Assets	<u>\$ 170,132</u>
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"Continued"

BROWN WRECKER SERVICE, INC.

STATEMENT OF ASSETS, LIABILITIES AND EQUITY-
INCOME TAX BASIS

OCTOBER 31, 2013

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES :

Current portion of long term debt	\$ 10,032
Sales taxes payable	582
Due to Dekalb County	2,646
Due to City of Dunwoody	1,740
Due to City of Brookhaven	<u>2,075</u>

Total Liabilities	<u>17,075</u>
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STOCKHOLDER'S EQUITY:

Common stock	500
Retained earnings	<u>152,556</u>

Total Stockholder's Equity	<u>153,056</u>
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\$ 170,132

SEE INDEPENDENT ACCOUNTANT'S COMPILATION REPORT.

BROWN WRECKER SERVICE, INC.

STATEMENT OF REVENUES AND EXPENSES AND RETAINED EARNINGS-
INCOME TAX BASIS

FOR THE TEN MONTHS ENDED

OCTOBER 31, 2013

REVENUE:

Sales	\$1,452,202
Less: DeKalb County fees	(41,346)
Less: City of Brookhaven fees	(5,175)
Less: City of Dunwoody fees	(20,180)
Interest and other	<u>25,203</u>
Total Revenue	<u>1,410,704</u>

COSTS AND EXPENSES:

Direct costs	239,302
Personnel expenses	820,881
Office expenses	95,007
Sales expense	1,936
Other operating expenses	101,602
Depreciation & amortization expense	7,262
Interest expense	<u>2,911</u>
Total Costs and Expenses	<u>1,268,901</u>

NET EARNINGS (LOSS) 141,803

BEGINNING RETAINED EARNINGS 151,287

DIVIDENDS (140,534)

ENDING RETAINED EARNINGS \$ 152,556

BROWN WRECKER SERVICE, INC.
STATEMENT OF CASH FLOWS-INCOME TAX BASIS
FOR THE TEN MONTHS ENDED
OCTOBER 31, 2013

CASH FLOWS FROM OPERATING ACTIVITIES:

Net earnings (loss)	\$ 141,803
Adjustments to reconcile net earnings (loss) to net cash provided (used in) operating activities:	
Depreciation and amortization	7,262
(Increase) Decrease in:	
Advances	(410)
Employee benefit plan-ins	274
Increase (Decrease) in:	
Sales taxes payable	(75)
Due to City of Dunwoody	(4,000)
Due to City of Brookhaven	2,075
Due to Dekalb County	<u>(13,842)</u>
	<u>133,087</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Loans-related parties	(785)
Purchase of property and equipment	<u>(8,500)</u>
	<u>(9,285)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Repayments of long term debt	(23,538)
Dividends paid	<u>(140,534)</u>
	<u>(164,071)</u>

NET INCREASE (DECREASE) IN CASH	(40,269)
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CASH, BEGINNING BALANCE	<u>186,580</u>
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CASH, ENDING BALANCE	<u>\$ 146,311</u>
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4.2.3.4 Business Litigation-10%

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

There is no relevant litigation to report.

4.2.3.5 References-20%

Offeror shall provide a minimum of 3 (**three**) references of governmental entities that are using services of the type proposed in this RFQ. The references shall include any government or universities where the offeror, preferably within the last 2 (**two**) years, has successfully performed services. At a minimum, the offeror shall provide the company name, contact person(s), customer's telephone number, a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

Experience of firm in doing work as described in this RFQ: The type of work performed has been the same as the needs described in this RFQ and has been provided continuously since it began.

45 years for DeKalb County Police.

49 years for the City of Doraville Police.

49 years for the City of Chamblee Police.

5 years for the City of Dunwoody Police.

DeKalb Co. PD	Sgt. Armistead	404-297-3940
Chamblee PD	Chief Williams	404-319-6784
Doraville PD	Chief King	770-458-8561
Dunwoody PD	Lt. Barnes	678-491-6557

5.12 Insurance

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

Brown & Brown Wrecker Service understands and will comply.

APPENDIX C

Effective Date: _____

Expiration Date: _____



CONTRACT AGREEMENT RFQ #09-222

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

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

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

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

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

1.0 Scope of Work

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

2.0 Payment

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

3.0 Price

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

4.0 Term

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

5.0 Renewal

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

6.0 Extension

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

7.0 Independent Contractor

7.1.

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

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

8.0 Indemnification

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

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate.

9.1

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

10.0 Termination

10.1

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

10.2

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

10.2.1

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

10.2.2

After five (5) days written notice fails to:

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

11.0 Inclusion of Documents

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

12.0 Compliance with All Laws and Licenses

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

12.1 Federal Requirements.

12.1.1 Federal Compliance Regulations

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

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

13.0 Assignment

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

14.0 Amendments in Writing

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

15.0 Drug-Free and Smoke-Free Work Place

15.1

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

15.2

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

15.3

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

15.3.1

The Contractor has made false certification herein; or

15.3.2

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

16.0 Additional Terms

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

17.0 Antitrust Actions

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

18.0 Reporting Requirement

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

19.0 Governing Law

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

20.0 Entire Agreement

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

21.0 Special Terms and Conditions

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

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

CITY OF DUNWOODY:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

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

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

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

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

CONTRACTOR'S AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with (name of public employer) has registered with and is participating in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13- 10-91.

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

Contractor's EEV/Basic Program User Identification Number: ABRO6920

Arthur Brown _____
BY:

1-13-2014
Date

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

Notary Public

My Commission Expires: _____