



CITY OF MILTON REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

RFP Number: 18-FD02	RFP Title: Uniforms – Milton Fire Department
Due Date and Time: July 12, 2018 Local Time: 2:00 p.m.	Number of Pages: 38

ISSUING DEPARTMENT INFORMATION

Issue Date: June 21, 2018

City of Milton
2006 Heritage Walk
Milton, Ga. 30004

Phone: 678-242-2500
Fax: 678-242-2499
Website: www.cityofmiltonga.us

INSTRUCTIONS TO OFFERORS

Return Proposal to: City of Milton Attn: Honor Motes, Purchasing Office 2006 Heritage Walk Milton, Ga. 30004	Mark Face of Envelope/Package: RFP Number: 18-FD02 Name of Company or Firm Special Instructions: Deadline for Written Questions July 2, 2018 at 5:00 pm Email questions to Honor Motes at honor.motes@cityofmiltonga.us
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IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE



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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Milton

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

This checklist is provided for assistance only and should not be submitted with Offeror response.



**CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL**

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

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

Name of Offeror _____

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

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

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:



MUST BE RETURNED WITH PROPOSAL

RFP 18-FD02 PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposal (RFP), RFP 18-FD02, Uniforms – Milton Fire Department.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included 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 reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

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 proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name _____

MUST BE RETURNED WITH PROPOSAL**CONTRACTOR AFFIDAVIT AND AGREEMENT****STATE OF GEORGIA****CITY OF MILTON**

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 services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

eVerify Number

Date of Authorization

Name of Contractor

Uniforms – Milton Fire Department
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury
that the foregoing is true and correct.
Executed on _____, __, 201__ in _____(city),
_____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer
or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

SCHEDULE OF EVENTS

Task	Date
Issue RFP	June 21, 2018
Deadline for Questions	July 2, 2018 by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, July 5, 2018
Proposals Due	By 2:00 p.m. EST on July 12, 2018
Award Contract	August 6, 2018 (proposed)

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.cityofmiltonga.us>) OR THE DOAS WEBSITE (http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) FOR ADDENDA AND SCHEDULE UPDATES.

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 BACKGROUND AND STATEMENT OF INTENT

The City of Milton is requesting sealed proposals from qualified Offerors with demonstrated professional competence and experience to provide uniforms for the City of Milton Fire Department, including embroidery and alteration services. It is the intent of the City to award contract to a "Full Service Provider." The selection will be based on overall price, services, performance, reliability, and location convenience of the proposers. The City's needs are outlined in the following Request for Proposal (RFP). All offerors must comply with all general and special requirements of the RFP information and instructions enclosed herein. It is the intent of the City to have a multi-year contract with the winning Offeror.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until an Offeror is selected, Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of Honor Motes. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Office: Honor Motes
Address: 2006 Heritage Walk, Milton, GA 30004
Telephone Number: 678-242-2507
E-mail Address: honor.motes@cityofmiltonga.us

1.2 REQUIRED REVIEW

A. Review RFP.

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

B. Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit their questions in writing via email to the procurement office referenced above on or before **5 PM (EST) on July 2, 2018**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

C. City's Answers.

The City will provide an official written answer to all questions on or about **July 5, 2018**. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at <http://www.cityofmiltonga.us> or http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Offerors must sign and return

any addendum with their RFP response.

D. Standard Contract.

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

E. Mandatory Requirements.

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

1.3 Reserved

1.4 SUBMITTING PROPOSALS

Offerors must organize their proposals into sections that follow the following format.

A. Submittal Requirements.

Proposals shall include the following:

1. City of Milton request for proposal cover page (information entered and signed: first page of this document)
2. City of Milton Disclosure form (signed)
3. City of Milton Proposal letter (information entered)
4. City of Milton Contractor Affidavit and Agreement (eVerify)
5. Proposals Shall be:
 1. No more than six (6) single sided pages (three pages if double sided); cover page(s), table of contents, tabs, and required forms do not count toward the page limit
 - a. Minimum of 11 point font
 - b. Stapled or spiral-bound. No binders

Proposals Shall Contain:

- a. Table of Contents
- b. Company History: Provide a brief overview of your company, including the number of years in business, background, and

- history
- c. Services Offered (2 pages) – provide list of services, order times, locations, etc. as well as, any anticipated challenges, and any innovative approaches
- d. Experience and References: Include the firm's experience in providing services such as those described in this RFP. Provide a summary of at least three (3) projects with services of a similar nature within the last three (3) years
- e. Pricing (See Section 5.0)
- 6. Applicable Addenda Acknowledgement Forms (if necessary)

Offerors must organize their proposal into sections that follow the format of Section 1.4 and Section 5.0.

B. Failure to Comply with Instructions.

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

C. Copies Required and Deadline for Receipt of Proposals.

One original and three (3) copies of each submittal (plus a CD or Flash Drive) should be provided to the City. **Proposals must be received at the Finance department receptionist's desk in City Hall prior to 2:00 PM, local time, July 12, 2018. Emailed responses to requests for proposals are not acceptable.** Proposals will be opened at approximately 2:05 pm and names of Offerors will be announced.

**Important to remember when submitting digital files:*

1. Mark all CD's or Flash Drives with Offeror's name and RFP number and title.
2. All digital files must be in either (unless otherwise specified within this document):
 - a. Microsoft Office file format or
 - b. Portable Document Format (PDF).
3. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, password or encryption error, etc., the Offeror's proposal may be considered incomplete.
4. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

D. Late Proposals.

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the

designated office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

1.5 OFFEROR'S CERTIFICATION

A. Understanding of Specifications and Requirements.

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

1.6 COST OF PREPARING PROPOSALS

A. City Not Responsible for Preparation Costs.

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposals.

B. All Timely Submitted Materials Become City Property.

All materials submitted in response to this RFP become the property of the City of Milton and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

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

2.1 OFFEROR COMPETITION

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

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

A. Public Information.

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

B. Procurement Officer Review of Proposals.

Upon opening the submittals received in response to this RFP, the procurement office will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2(A) above, providing the following conditions have been met:

1. Confidential information is clearly marked and separated from the rest of the submittal.
2. An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each submittal containing trade secrets. Please contact Honor Motes for additional information.

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

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

A. Initial Classification of Proposals as Responsive or Nonresponsive.

Proposals may be found nonresponsive at any time during the evaluation process or contract negotiation, if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the qualification is not within the specifications described and required in the RFP. If a qualification is found to be nonresponsive, it will not be considered further.

B. Determination of Responsibility.

The procurement office will determine if an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsive.

C. Evaluation of Proposals.

The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or, if necessary, to seek discussion/negotiation in order to determine the highest scoring Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses. These scores will be used to determine the most advantageous offering to the City.

D. Completeness of Proposals.

Selection and award will be based on the Offeror's proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

E. Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.

After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Milton, Georgia to discuss technical and contractual aspects of the submittal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

F. Best and Final Offer.

The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

G. Evaluation Committee Recommendation for Contract Award.

The evaluation committee will provide a written recommendation for contract award.

H. Request for Documents Notice.

Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer may issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place.

I. Contract Negotiation.

The procurement officer and/or city department representatives may begin contract negotiation with the responsive and responsible Offeror whose submittal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring Offeror.

J. Contract Award.

Contract award, if any, will be made to the highest scoring Offeror who provides all required documents and successfully completes contract negotiation.

2.4 RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Milton to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Modify, cancel or terminate this RFP,
2. Reject any or all proposals received in response to this RFP,
3. Select an Offeror without holding interviews,
4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any submittal,
5. To request further documentation or information, and to discuss a RFP submittal

for any purpose in order to answer questions or to provide clarification,

6. Not award if it is in the best interest of the City not to proceed with contract execution; or
7. If awarded, terminate any contract in accordance with the terms and conditions of the contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT

3.0 BACKGROUND

The City of Milton is located in the northern portion of Fulton County and has a current population of approximately 35, 907 with a total land area of 39 square miles.

The City is soliciting proposals from firms/individuals interested in providing uniforms for its Fire Department, including embroidery, alteration services and silk screening. It is the intent of the City to award contract to a "Full Service Provider." The selected Vendor must be able to deliver within ten (10) calendar days after award.

3.1 UNIT PRICES ~ Must return completed spreadsheet (provided below) with Proposal

The Offeror agrees to be reimbursed on a price per unit basis with the understanding that the City guarantees no maximum or minimum purchase or work. Please fill-in the "price per unit" column on the spreadsheet. The prices listed must be valid for at least one year. A 2.5% inflation addition may be added annually after year one. Offeror must notify the City of Milton in writing thirty (30) days prior of any increase in price.

3.2 REFERENCES/EXPERIENCE ~ Please supply three (3) references on your own form

Full consideration will be given to the reputation of the submitter, City of Milton experience, financial responsibility, and work of this type successfully completed. Regarding vendors who have performed services for the City previously, this evaluation will include consideration of the quality of the work, customer service and billing previously provided by any such vendor. In conducting such evaluation, the City may also consider credible evidence provided to or obtained by the City from any source regarding any vendor's quality of performance on other projects for entities other than the City.

3.3 24/7 ONLINE ORDERING SYSTEM EXPERIENCE ~ Please submit three (3) references and information on order system

The Offeror agrees to provide the Fire Department a customized online ordering system, available 24/7 to the members of the Department as well as three (3) references of other Departments that use their system. They must also maintain a local store within the metro-Atlanta area.

SECTION 4: OFFEROR PROPOSALS

4.0 CITY'S RIGHT TO INVESTIGATE

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

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

Firms interested in providing the services described in this RFP should be able to demonstrate experience in the areas described in Section 3.

SECTION 5: COST PROPOSAL



**MUST BE RETURNED WITH BID
RFP 18-FD02**

One (1) original and two (2) copies shall be submitted in a **separate sealed envelope** before the required deadline. The offeror’s cost proposal shall be signed by an authorized agent of the company. There is no maximum page limit to section 5.

The undersigned bidder, having familiarized themselves with the work required by the RFP, the bid documents, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder. The quantities listed below are estimates. The actual price will be the actual quantities multiplied by the “fixed cost per unit” listed below plus any applicable hourly service requirements.

Please complete the “Fixed Cost Per Unit” column below and return with proposal.

(See Attached Schedule)

Milton Order Form

Name
Admin or Officer or Firefighter

Order
Date
PO:

QTY	BRAND	DESCRIPTION	UNIT PRICE	Size	LINE TOTAL
-	WORKRITE	Workrite Short Sleeve Nomex Firefighter Shirt with Snap Buttons/No Grommets Men's - Navy			\$
	WORKRITE	Workrite Short Sleeve Nomex Firefighter Shirt with Snap Buttons/No Grommets Lady's - Navy			\$
	WORKRITE	Workrite Long Sleeve Nomex Firefighter Shirt with Snap Buttons/No Grommets Men's - Navy			\$
	WORKRITE	Workrite Long Sleeve Nomex Firefighter Shirt with Snap Buttons/No Grommets Lady's - Navy			\$
	WORKRITE	Workrite Nomex Firefighter Pants 7.5OZ B Cut - Navy			\$
	BLACKHAWK; (OR COMPARABLE)	Instructors Emergency Rappelling 1.5" Rigger Belt - Black			\$
	5.11	Tactical Fleece Jacket All Weather and Wind Resistant – Dark Navy and Black			\$
	5.11	5.11 Tactical 3-IN-1 ANSI Class 3 Reversible Parka – Yellow (Milton Fire-Rescue in Black – Full Back)			\$
	ELBECO	Textrop 2 Long Sleeve Zippered Shirt 100% Polyester Tropical Weave Nano Moisture-Wicking Men's – Baby Blue			\$
	ELBECO	Textrop 2 Long Sleeve Zippered Shirt 100% Polyester Tropical Weave Nano Moisture-Wicking Lady's – Baby Blue			\$
	ELBECO	Textrop 2 Short Sleeve Zippered Shirt 100% Polyester Tropical Weave Nano Moisture-Wicking Men's – White			\$
	ELBECO	Textrop 2 Long Sleeve Zippered Shirt 100% Polyester Tropical Weave Nano Moisture-Wicking – White			\$
	FLYING CROSS	Polyester Cotton Long Sleeve Shirt Button Up – White			\$
	FLYING CROSS	Polyester Cotton Short Sleeve Shirt Button Up – White			\$
	FLYING CROSS	Polyester Gabardine Pants Men's – Black			\$
	ELBECO	Classic Textrop Polyester Gabardine Pants Lady's - Navy			\$

	ELBECO	TexTrop2 Uniform Trousers w/Red Stripe on both sides (HONORGUARD) – Black			\$
	ELBECO	Tex Trop2 Uniform Trousers Men's – Black and Navy			\$
	5.11	5.11 Tactical FR Polartec Fleece Jacket moisture-wicking NFPA 2112 and ASTM F1506/NFPA 70E compliant - Black			\$
	PREMIER; (OR COMPARABLE)	Plain 1 1.5" Garrison Belt with Buckle – Black (BUCKLE SILVER OR GOLD)			\$
		3in Clip on Tie W/Buttonhole – Navy and Black			\$
		100% Polyester 4 In Hand Tie – Navy and Black			\$
	CHAMPION	Champion Tactical Power blend Eco Fleece Crew Sweatshirt - Navy (SCREEN PRINT MILTON LOGO FRONT LEFT CHEST)			\$
	CHAMPION	Champion Tactical 9" Mesh Short W/Pockets - Navy (SCREEN PRINT MILTON LOGO LEFT LEG)			\$
	CHAMPION	Champion Eco Fleece Double Dry Non Pocket sweat pant – Navy (SCREEN PRINT MILTON LOGO LEFT LEG)			\$
		Sport-Tek Short Sleeve Competitor Tee – Navy (SCREEN PRINT MILTON LOGO FRONT LEFT CHEST)			\$
	5.11	Tactical Snag-Free Performance Short Sleeve Polo Men's With Embroidery MILTON FIRE RESCUE (COLOR SELECTION)			\$
	5.11	Tactical Snag-Free Performance Short Sleeve Polo Lady's With Embroidery MILTON FIRE RESCUE (COLOR SELECTION)			\$
	5.11	511 ¼ Zip Job Shirt 11.6Oz Polyester, Cotton Fleece – Navy			\$
	NIKE; (OR COMPARABLE)	NIKE Golf Dri-Fit Polo Style 363807 – (COLOR SELECTION) (MILTON FIRE-RESCUE IN RED FULL BACK SILK SCREEN)			\$
	MOCEAN (OR COMPARABLE)	Tech Solid Color Short Sleeve Reflective Bike Polo – White) (MILTON FIRE-RESCUE IN RED FULL BACK SILK SCREEN)			\$
	LAWPRO	Law Pro Zip Off Bike Patrol Pants – Navy or Black			\$
	PROPPER; (OR COMPARABLE)	Regular Uniform BDU Trouser 65P /35C Twill Pants - Black			\$
	BAYLY; (OR COMPARABLE)	Bell Crown White on top with a Black Braid, Standard Visor (2"), Gold FD Buttons, and a Permagold Nylon Strap.			\$
					\$
		<u>Other Items order below:</u>			\$
		Collar Extenders 10MM 2 Pack			\$
	KC CAPS;(OR COMPARABLE)	Winter Toboggan Wool Watch Cap (WITH EMBROIDERY MILTON PATCH) - Navy			\$
		Flex Fit Athletic Mesh Ball Cap – Navy or Black (WITH MILTON LOGO EMBROIDERY)			\$

	5.11	5.11 Red 8100 Turn out Gear Bag – Red			\$
	REEVES; (OR COMPARABLE)	Gold and Silver Name Plate – First initial and Last Name			\$
	BLAKINTON	5-Crossed Bugles Pin, 4-Crossed Bugles Pin, 3-Crossed Bugles Pin, 2-Crossed Bugles Pin, Double Bugles Pin-Gold			\$
	BLAKINTON	A2875 Captain Two Parallel Bugles, 5 Crossed, 4 Crossed, 3 Crossed, 2 Crossed, 15/16IN Collar Disk - Gold B484 Maltese Cross Badge Center Seal is A2886 Plain Scramble Screw Back - Gold			\$
	BLAKINTON	RH Collar Insignia – FAO Single Pumper - Blue			\$
		Red Gold Citation Cord, Red With Gold Tip (HONOR GUARD)			\$
		Scar Bib Scarfs Red (HONOR GUARD)			\$
		White Gold White Parade Belt No Eyelets-Keepers (HONOR GUARD)			\$
		Large White Cotton Dress Gloves (HONOR GUARD)			\$
	LAWPRO;(OR COMPARABLE)	'FD' Buttons Six buttons to set – Gold (HONOR GUARD)			\$
	MARLOW WHITE; (OR COMPARABLE)	Double-Breasted Dress Coat with Gold FD Buttons – Black (Class A Uniform)			\$
	MARLOW WHITE; (OR COMPARABLE)	Black Dress Pants (Class A Uniform)			\$
	<u>BOOTS:</u>				
	BATES	Black High Gloss Leather Sole Oxford			\$
	ROCKY	Black High Gloss Leather Shoe Oxford			\$
	ROCKY	Black Rocky Alpha Force Composite Toe Waterproof Boot			\$
	ROCKY	Black Rocky Pull On Wellington Boots			\$
	ROCKY	Black Rocky TMC Chukka Boot			\$
	THOROGOOD	Black Thorogood 6IN Quick Release Station Boot			\$
This list would also include embroidery services, alteration services and silk screening.			SUBTOTAL:		\$
			SALES TAX:		N/A - CITY TAX EXEMPT
			TOTAL		\$ -



**BID SCHEDULE MUST BE RETURNED WITH PROPOSAL
RFP 18-FD02**

Company Name _____

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Title _____

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the criteria listed below. Proposals not meeting the minimum technical requirements and those who are non-responsive will not be considered. Positive or negative City of Milton experiences are part of the evaluation. Lack of service experience with the City is not a detriment to the evaluation as long as positive references and experiences can be produced. Location evaluation is determined by proximity to City Hall and Milton Fire Department. The City may request short-listed proposers to meet with City Staff for evaluation purposes.

Proposal Evaluation Criteria:

- References/Experience/Service/Location/24/7 Online Ordering Service 70%
- Price 30%

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 STANDARD CONTRACT

The City's standard contract is attached to this document as Appendix A. Offeror should notify the City of any terms within the standard contract that preclude them from responding to the RFP. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring Offeror at the time of contract negotiation.

7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS

This RFP and any addenda, the Offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The City's standard contract, attached as Appendix A, contains the contract terms and conditions which will form the basis of any contract negotiated between the City and the highest scoring Offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

7.2 SUBOFFEROR

The highest scoring Offeror will be the prime Offeror if a contract is awarded and shall be responsible, in total, for all work of any sub-contractors. All sub-contractor, if any, must be listed in the proposals. The City reserves the right to approve all sub-contractors. The Offeror shall be responsible to the City for the acts and omissions of all sub-contractors or agents and of persons directly or indirectly employed by such sub-contractors, and for the acts and omissions of persons employed directly by the Offeror. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

7.3 GENERAL INSURANCE REQUIREMENTS

See sample contract.

7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Offeror is required to supply the City of Milton with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Offeror nor

its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

7.5 COMPLIANCE WITH LAWS

The Offeror must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or sub-consulting by the Offeror subjects sub-contractors to the same provision. The Offeror agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.6 CONTRACT TERMINATION

See sample contract.



GOODS AND SERVICES PURCHASE CONTRACT
[PROJECT NAME]

This Goods and Services Purchase Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), by and between the City of Milton, Georgia, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, GA 30004 (hereinafter referred to as the “City”), and _____ **[INSERT FULL LEGAL NAME OF CONTRACTOR]**, a _____ **[INSERT STATE WHERE CONTRACTOR ENTITY WAS FORMED (E.G., GEORGIA) AND THE TYPE OF ENTITY (E.G., CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, ETC.)]**, having its principal place of business at _____ **[INSERT ADDRESS]** (herein after referred to as the “Contractor”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, City desires to obtain certain **[goods][software licenses]** and related **[support][training][installation]** services; and

WHEREAS, Contractor has represented that it is capable of providing **[goods][software licenses]** meeting the City’s specifications, and is qualified by training and experience to perform the related services;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

Section 1. Agreement. The Agreement shall consist of this Agreement, any Order sent by the City under this Agreement, and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit “A”** – City’s Request for Proposals
- Exhibit “B”** – Contractor’s Proposal
- Exhibit “C”** – Insurance Certificate
- Exhibit “D”** – Contractor Affidavit
- Exhibit “E”** – Subcontractor Affidavit

In the event of any discrepancy in or among the terms of the Agreement and the Exhibits hereto, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

Section 2. Supply of Goods. The City has requested proposals for provision of _____ **[describe goods/software licenses]**, attached hereto as **Exhibit “A”**, and the Contractor has submitted a proposal to supply these goods (the “Goods”), attached hereto as **Exhibit “B”**. The Contractor agrees to supply the Goods to the City in accordance with **Exhibits “A” and “B”**, and the following terms and conditions:

- A. **Quantity.** **[Option 1]** The Contractor shall supply the Goods in such quantities as the City requires, with quantities to be specified in further purchase orders issued by the City. The City reserves the right to purchase like goods and services from other vendors. The City guarantees no maximum or minimum purchase. **[Option 2]** The Contractor shall supply the City with the following Goods: _____.
- B. **Timing.** The Goods shall be delivered **[by _____]** **[within ____ days of ____.]**
- C. **[If Option 1 selected above] Individual Purchase Orders.** Each individual purchase of Goods shall begin with a

SAMPLE CONTRACT

written order ("Order") on a form provided by the City. Unless otherwise specified by on the Order, the invoicing and shipping addresses will be Attn: Purchasing Department, 2006 Heritage Walk, Milton, GA 30004. The following terms and conditions will govern each Order:

- i. Acceptance of each Order shall occur upon Contractor's acknowledgment of the Order, shipment of any Goods, or commencement of any work on Goods described by the Order. The Order shall be void unless signed by the City in accordance with the City's purchasing policy. Acceptance of each Order and any attachments constitutes a contract between Contractor and City, and this Agreement is made a part and a condition of the contract.
 - ii. The Contractor shall affix the Order number on all invoices, packages and documents related to each Order.
 - iii. A shipping memo showing the Order number must accompany all deliveries.
 - iv. All Goods required in a single Order shall shipped together unless partial shipments are authorized in writing by the City.
 - v. Acceptance of each Order is expressly limited to the terms stated in the Order and in this Agreement. If the Contractor objects to any terms stated in the Order, it shall notify City in writing within ten days of the date of the Order, and withhold shipment of the Good(s) listed therein until the controversy is resolved. Any oral or written acknowledgment or confirmation of any Order, any shipment of the Goods ordered, or the furnishing or any services pursuant to any Order shall, notwithstanding the terms of such acknowledgment or confirmation, constitute acceptance by the Contractor of each and all of the terms and conditions stated herein.
- D. Shipping and Delivery. The Goods shall be shipped via _____ [state shipping method and speed]. Packaging and packing of Goods shall insure safe arrival at their destination, secure lowest transportation cost, and conform with requirements of common carriers. The Contractor shall be responsible for any additional charges resulting from deviation from City's routing instructions. Contractor shall bear risk of loss or damage to Goods from shipment until delivery and inspection at the shipping address, with inspection to occur within seven business days of delivery. Defective or inaccurate shipments will be returned at Contractor's expense. Notwithstanding Contractor's delivery of any Goods, Contractor shall also bear risk of loss or damage to Goods beginning from the time that City gives notice of rejection of Goods pursuant to the inspection provisions above.
- E. Compensation. [Option 1] The amount paid as compensation for any Order shall be calculated based on the number of units ordered at the per-unit price set forth in **Exhibit "B"**, [plus Contractor's actual shipping costs][with shipping provided at no extra charge]. The prices set forth in **Exhibit "B"** shall be valid for at least one year from the Effective Date. A _____% annual increase may be applied to the prices, provided the Contractor notifies the City in writing at least 30 days prior to any increase in price. [Option 2] The amount paid as compensation for the Goods shall be _____, [plus shipping costs of _____][with shipping provided at no extra charge].
- F. Terms Added by Contractor. The City will not be bound to any additional or different terms transmitted by Contractor or included in Contractor's package, invoices, catalogs, brochures, technical data sheets, or other documents. The City will in no event be bound by silence or acceptance of Goods to any terms and conditions other than those stated in this Agreement.
- G. Warranty. Contractor warrants that any Goods supplied to City are of merchantable quality, free from defect, conform to all specifications set out in any Order, are fit for the purpose for which such goods are ordinarily employed and for the particular declared City purpose. If the Goods contain any component parts covered by separate warranties not automatically enforceable by the City, Contractor shall assign such warranties to the City.
- H. Compliance with Law. The Contractor specifically guarantees that:
- i. The Goods will be produced and shipped in compliance with the Federal Fair Labor Standards Act, the Federal Occupational Safety & Health Act, and DOT Hazardous Materials Regulations.
 - ii. If the Goods are "articles of wearing apparel" "fabrics" "interior furnishings", or "related material", covered by the Federal Flammable Fabrics Act, or similar state laws, then unless the Goods are exempted from the provisions of said laws, reasonable and representative tests have been made according to the procedures

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prescribed in Section 4 of the Flammable Fabrics Act and the Goods have been shown not to be so highly flammable as to be dangerous.

- iii. All Goods and elements of Goods supplied to the City are free of any infringement of a US or international copyright, patent or other intellectual property right.

Section 3. Supply of Services. The City has requested proposals for provision of _____ [describe support/training/installation services], attached hereto as **Exhibit “A”**, and the Contractor has submitted a proposal to supply these services (the “Services”), attached hereto as **Exhibit “B”**. The Contractor agrees to supply the Services to the City in accordance with **Exhibits “A” and “B”**, and the following terms and conditions:

- A. **Scope of Services.** Unless otherwise stated in **Exhibits “A” or “B”**, the Services include all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Services. Some details necessary for proper execution and completion of the Services may not be specifically described in the Scope of Work, but they are a requirement of the Services if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the work.
- B. **Timing.** The Services shall be provided in accordance with the following schedule _____. [specify schedule]
- C. **Compensation.** [Option 1] The amount paid as compensation for Services under each Order shall be [calculated based on the units of service ordered at the per-unit price][calculated based on the hourly rate] set forth in **Exhibit “B”**, [plus Contractor’s actual costs][with no additional compensation for Contractor’s costs]. The prices set forth in **Exhibit “B”** shall be valid for at least one year from the Effective Date. A _____% annual increase may be applied to the prices, provided the Contractor notifies the City in writing at least 30 days prior to any increase in price. [Option 2] The amount paid as compensation for the Services shall be [the fixed sum of _____] [calculated based on the hourly rate set forth in **Exhibit “B”**], [plus Contractor’s actual costs][with no additional compensation for Contractor’s costs].
- D. **Warranty.** Contractor represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform the Services, and shall perform the Services in a professional manner and workmanlike manner, consistent with prevailing industry standards and practices.
- E. **Licenses, Certification and Permits.** Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Agreement. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Services described in this Agreement.
- F. **Expertise of Contractor.** Contractor acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Contractor and that, therefore, City bears no responsibility for Contractor’s Services performed under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant’s performance. Consultant acknowledges and agrees that the acceptance or approval of Services by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and shall not relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant’s Services under professional and industry standards.
- G. **Consultant’s Reliance on Submissions by City.** Consultant must have timely information and input from City in order to perform the Services required under this Agreement. Consultant is entitled to rely upon information provided by City, but Consultant shall provide immediate written notice to City if Consultant knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

Section 4. Contract Term; Termination. The term of this Agreement (“Term”) will commence as of the Effective Date, and terminate [Option 1 - upon provision of the Goods and Services and payment for the same] [Option 2 - on

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_____] (provided that certain obligations will survive termination/expiration of this Agreement). City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to City for Contractor's breach of this Agreement, City shall pay Contractor any amounts owed as of the date of termination. If the Term of this Agreement spans more than one calendar year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent City's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City. Contractor understands that time is of the essence of this Agreement and warrants and represents that it will provide the Goods and perform the Services in a prompt and timely manner.

Section 5. Payment. There will be no down-payment for any Goods and Services. The City will pay Contractor upon receipt and inspection of the Goods and Services and approval of invoices for the same. No payments will be made for unauthorized Goods or Services. Invoices shall set forth in detail the Goods and Services provided, along with all supporting documents required by the Agreement or requested by City to process the invoice. Invoices shall be paid within 30 days of receipt unless reasonably disputed by the City, in which case the City may retain any disputed amounts until resolution of the dispute.

Section 6. Change Orders. Any modification to this Agreement shall require a written change order executed by the City in accordance with its purchasing regulations.

Section 7. Covenants of Contractor.

- A. **Compliance with Law.** Contractor shall provide the Goods and perform all Services in accordance with the standard of care and quality ordinarily expected in the industry and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*).
- B. **Assignment of Agreement.** Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of, this Agreement, without the prior express written consent of the City.
- C. **Insurance.** Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the City, as shown on Exhibit "B", attached hereto and incorporated herein by reference. Contractor shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage.
- D. **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:
 - (1) Contractor shall provide evidence on City-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
 - (2) Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing; **or**
 - (3) If Contractor does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of this Agreement, in accordance with O.C.G.A. § 13-10-91(b)(5) Contractor shall provide a copy of Contractor's state issued driver's license or state issued identification card and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of this Agreement.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to City or provided City with evidence that

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it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above, or provided City with the appropriate state issued identification as noted in sub-subsection (3) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor agrees to 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, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the Contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor. Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Contractor agrees that the employee-number category designated below is applicable to Contractor.

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

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

- E. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in providing the Goods and performing the Services. Contractor and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Contractor and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.
- F. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- G. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

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- H. Responsibility of Contractor and Indemnification of City. Contractor covenants and agrees to take and assume all responsibility for defects in the Goods sold and Services provided in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the character of the Goods and the performance of the Services rendered, including without limitation any actual or alleged patent infringement, domestic or foreign, in the use of the Goods. Contractor shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Services, supply of the Goods, or operations by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable. The defense and indemnity obligations above shall apply regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that with respect to engineering, architectural, or land surveying services, there shall only be an indemnity obligation to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.
- I. Independent Contractor. Consultant hereby covenants and declares that it is engaged in an independent business and agrees to provide the Goods and perform the Services as an independent contractor and not as the agent or employee of City. Consultant agrees to be solely responsible for its own matters relating to the time and place the Services are performed and the method used to perform such Services; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring and payment of consultants, agents or employees to complete the Services, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Any provisions of this Agreement that may appear to give City the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of City with regard to the results of such services only. Inasmuch as City and Consultant are independent of each other, 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. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Consultant 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. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of City without the express knowledge and prior written consent of City.
- J. Confidentiality. Consultant acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information.
- K. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Services to be performed by Consultant ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

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Section 8. Miscellaneous.

- A. Entire Agreement; Counterparts; Third Party Rights. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- B. Governing Law; Business License. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice-of-law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court. During the Term of this Agreement, Contractor shall maintain a business license with the City, unless Contractor provides evidence that no such license is required
- C. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- D. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.
- E. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities.
- F. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Contractor represents that it has reviewed and become familiar with this Agreement. The Parties agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement, effective as of the Effective Date first above written.

[SIGNATURES ON FOLLOWING PAGE]

SAMPLE CONTRACT

CONTRACTOR: _____
[INSERT FULL LEGAL NAME OF CONSULTANT]

Signature: _____

Print Name: _____

Title: [CIRCLE ONE]
President/Vice President (Corporation)
General Partner (Partnership/Limited Partnership)
Member/Manager (LLC)
Owner (Sole Proprietorship/Individual)

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

Signature: _____

Print Name: _____

Title: _____
(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

By: Joe Lockwood, Mayor

[CITY SEAL]

Attest:

Signature: _____

Print Name: _____

Title: City Clerk

Approved as to form:

City Attorney

EXHIBIT "A"

[INSERT REQUEST FOR PROPOSAL]

SAMPLE

EXHIBIT “B”

[INSERT PROPOSAL]

SAMPLE

SAMPLE CONTRACT

EXHIBIT “C”

[INSERT INSURANCE CERTIFICATE MEETING STANDARD (OR OTHERWISE APPROVED)
REQUIREMENTS OF THE CITY OF MILTON, GEORGIA]

SAMPLE

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

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 services on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

[INSERT NAME OF PROJECT]

Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

SAMPLE CONTRACT

EXHIBIT "E"

STATE OF _____
COUNTY OF _____

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 services under a contract with _____ (name of contractor) on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

[INSERT NAME OF PROJECT]
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
