



REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

RFP Number: 25-FD01	RFP Title: Milton Fire-Rescue Structural Personal Protective Equipment
--------------------------------------	---

Due Date and Time: August 28, 2025, by 2:00 pm EST	Number of Pages: 39
<i>*Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct</i>	

ISSUING DEPARTMENT INFORMATION

Issue Date: July 31, 2025

City of Milton Fire Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Website: www.miltonga.gov
---	--

INSTRUCTIONS TO OFFERORS

Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.	Mark Envelope/Package: RFP Number: 25-FD01 Name of Company or Firm
	Special Instructions: Deadline for Written Questions August 11, 2025, by 5:00 PM EST Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps

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

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



TABLE OF CONTENTS

Offeror's RFP Checklist

Disclosure Form

Proposal Letter

Contractor Affidavit and Agreement (E-Verify)

Schedule of Events

Section 1: Project Overview and Instructions

Section 2: RFP Standard Information

Section 3: Scope of Services

Section 4: Offeror Qualifications

Section 5: Cost Proposal

Section 6: Evaluation Criteria

Section 7: Standard Contract Information

Sample Standard Contract

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 City's website at <http://www.miltonga.gov/finance/bids-rfps> 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 City's website at <http://www.miltonga.gov/finance/bids-rfps> 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's 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 it 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:



**RFP# 25-FD01
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL**

We propose to furnish and deliver all the deliverables and services named in the Request for Proposals (25-FD01), Milton Fire-Rescue Structural Personal Protective Equipment.

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 Here_____



CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

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:

E-Verify Number

Date of Authorization

Name of Contractor

Milton Fire-Rescue Structural Personal
Protective Equipment
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:

SCHEDULE OF EVENTS

Task	Date
Issue RFP	July 31, 2025
Site Visit <i>(recommended, but not mandatory)</i>	n/a
Deadline for Questions	August 11, 2025, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, August 13, 2025
Proposals Due	By 2:00 p.m. EST on August 28, 2025
Award Contract	October 6, 2025 (proposed)

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.miltonga.gov/finance/bids-rfps>) FOR ADDENDA AND SCHEDULE UPDATES.

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 BACKGROUND AND STATEMENT OF INTENT

Milton, Georgia is a growing community located north of Atlanta with a population of approximately 41,376. Milton Fire-Rescue is a fully paid/professional department operating out of 4 Stations with 69 members.

Milton Fire-Rescue is intending to purchase structural fire gear and related items on an as needed basis. This will be an annual contract with the potential for four (4) one-year renewals.

The budget for this project is set each year by the demands of the department and the ongoing replacement of the current gear.

All Offerors must comply with all general and special requirements of the information and instructions enclosed herein.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until a Contractor 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, Procurement Manager. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is:

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

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 via the solicitation link on BidNet Direct, the procurement portal on the City's website, on or before **5 PM (EST) on August 11, 2025**. 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 **August 13, 2025**. 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.miltonga.gov/finance/bids-rfps> .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 Professionals 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 NON-DISCRIMINATION

All qualified applicants will receive consideration without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin.

1.4 SUBMITTING PROPOSALS

Proposals shall be submitted in two (2) separate files, one containing the technical proposal and the other containing the cost proposal. The City will score all technical proposals before evaluating the costs.

Offerors must organize their proposal into sections that follow the following format. This RFP is for one proposal that includes all intersection projects.

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. Contractor Affidavit and Agreement (eVerify)
5. Technical Proposal:
 - a. No more than forty (40) pages
 1. Cover page(s), table of contents, tabs, and required forms do not count toward the page limit

- b. Print-friendly, preferred font size 11-point

Each Proposal Shall Contain (more information on each of these is below):

- a. Introductory Letter
- b. Scope of Work/Specifications
- c. Pricing (See Section 5.0) ~ *in a separate file from technical proposal*

- 6. Applicable Addenda Acknowledgement Forms (if necessary)

Introductory Letter:

The introductory letter will include, but need not be limited to, the following information. The name of the manufacturer, as well as, the signature, printed name and title, telephone and fax number of the officer authorized to represent the manufacturer in any correspondence, negotiations and sign any contract that may result. The address of the office that will be provided with the service, a project manager's name, telephone number, fax number, and e-mail address. The federal and state tax ID numbers, and the state of incorporation, if applicable, must also be included.

Proposal Meets Scope of Work/Specifications:

A detailed proposal will be provided specifying how the manufacturer will construct the Structural Personal Protective Equipment to meet the Scope of Work. Exceptions to the Scope of Work will be allowed if they are equal to or superior to that specified. All exceptions will be stated and fully explained in a Statement of Exceptions.

Final Cost:

The proposed cost per item will be included and cover freight and measuring of personnel.

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. Electronic Submittal Required and Deadline for Receipt of Proposals.

Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps by 2:00 PM on August 28, 2025. Proposals will be opened at approximately 2:30 p.m. and names of Firms will be announced. **Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

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 proposals are submitted via the BidNet Direct procurement portal by the designated time. Late proposals will not be accepted.

1.5 OFFEROR'S CERTIFICATION

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, Procurement Manager, 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 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 an RFP submittal for any purpose to answer questions or to provide clarification,
6. Award a portion of this RFP or not award any portion of this RFP 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 GENERAL

SPECIFICATIONS FOR STRUCTURAL PERSONAL PROTECTIVE EQUIPMENT

Sealed bids will be received by City of Milton Fire Dept. for the furnishing of all necessary labor, equipment and material for the Structural Personal Protective Equipment as outlined in the following specifications.

INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to cover the furnishing and delivery of Structural Personal Protective Equipment. These detailed specifications cover the requirements as to the type of construction, finish, tests to which the Structural Personal Protective Equipment shall conform. Minor details of construction and materials, which are not otherwise specified, are to be discussed with the Fire Chief or designee.

INSTRUCTIONS TO OFFERORS

The City's standards for bidding Structural Personal Protective Equipment must be strictly adhered to, and all bid forms and questions must be complete and submitted with the bid. Omissions and variations shall result in immediate rejection of the bid.

Bids shall only be considered from companies that have an established reputation in the field of Structural Personal Protective Equipment. Furthermore, in order to ensure fair, ethical, and legal competition, neither the original equipment manufacturer (O.E.M.) nor parent company of the O.E.M. shall have ever been fined or convicted of price fixing, bid rigging, or collusion. The successful bidder shall execute the City's standard agreement form. THE CITY HAS THE RIGHT TO REJECT ANY BIDS WHICH DOES NOT MEET THESE SPECIFICATIONS AND IS THE SOLE DECIDER TO DEEM WHICH BID IS IN THE BEST INTEREST OF THE CITY.

EXCEPTIONS

Exceptions shall be allowed if they are equal to or superior to that specified and provided, they are listed and fully explained on a separate page. All deviations, no matter how slight, shall be clearly explained on a separate sheet, in the bid sequence, citing the page and paragraph number(s) of the specifications, how the proposal deviation is different, how the deviation meets or exceeds the specifications and why it is necessary, and entitled "EXCEPTIONS TO SPECIFICATIONS". The City reserves the right to require a bidder to provide proof in each case that a substituted item is equal to that specified. The City shall be the sole judge in determination of acceptable substitutes.

Proposals that are found to have deviations without listing them or bids taking total exceptions to these advertised specifications will be rejected (no exception).

Bids not including all exceptions is a material breach and shall result in the bid being immediately rejected (no exception).

SERVICE AND WARRANTY SUPPORT

TO ENSURE FULL SERVICE AFTER DELIVERY, THE SELECTED BIDDER MUST BE CAPABLE OF PROVIDING SERVICE WHEN REQUIRED. The bidder shall show that the company is in position to render prompt service. If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the City. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

SIZING

To ensure a perfect fit, sizing shall be based on actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed between the manufacturer and the department. Garments shall be available in custom sizing. Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular and long. Male and female sizing available.

CERTIFICATION

The manufacturer must certify that the garments proposed in its bid meet or exceed all requirements of NFPA 1971 STANDARD ON PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING, FED-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406. All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. The label of the third-party tester shall denote certification. The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

TRACKING LABEL SYSTEM

There shall be a PDF417, two-dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information:

- a. unique serial number
- b. item description (brand, model, material color)
- c. lot information (date of mfg., size, etc.)
- d. material description
- e. the standard to which the garment is compliant

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of 30% "error correction" capability.

3.1 SPECIFICATIONS

SCOPE AND PURPOSE

The following specification describes the minimum requirements for the materials, design and construction of protective clothing ensembles, excluding head and hands, affording protection against the adverse hazards associated with Structural Firefighting activities and certain other emergency operations as defined by NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting, 2018 Edition.

THERMAL PROTECTIVE PERFORMANCE

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP), as received, of not less than 45 when tested in accordance with NFPA 1971 standard. *This is a minimum requirement; no exceptions shall be considered.*

TOTAL HEAT LOSS (THL)

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL), as received, of not less than 275 when tested in accordance with NFPA 1971 standard. *This is a minimum requirement; no exceptions shall be considered.*

CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR)

Using approved breathable materials, there shall be a minimum area of 4" x 4" at the shoulders that provide a minimum of 25 CCHR at 2 psi, and a minimum 6" x 6" area at the knees that provide 25 CCHR at 8 psi. All three compression areas shall be constructed of high temperature fiber-based materials and sewn to the thermal liner on the inside of the liner toward the moisture barrier.

THIRD PARTY TESTING

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971, current edition, by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality.

WARRANTY

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for the NFPA assumed life of the gear (10 years) when properly used and cared for.

LABELING

Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language:

DO NOT REMOVE THIS LABEL
THIS GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971,
STANDARD ON PROTECTIVE ENSEMBLE FOR
STRUCTURAL FIRE FIGHTING, (current edition)

Additionally, the label(s) should include the following information:

- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Bar Code
- Date of manufacture
- Size
- Outer shell, thermal liner, and moisture barrier materials used.

SIZING BY VENDOR

The vendor shall be available to perform all sizing requirements within a reasonable time frame to be agreed upon by vendor and department.

3.2 COMPONENTS

THREAD

Garment shall be assembled using only 100% NOMEX® Thread. *This is a minimum requirement: no exceptions shall be considered.*

HOOK AND LOOP

All references to hook and loop fasteners will be defined as Flame Resistant hook and loop and shall be black in color.

OUTER SHELL MATERIAL

The outer shell shall be VIKING IQ 6.5 ounces per square yard, rip-stop weave featuring active air-entrapment technology. A blend of 89% Nomex, 9% Kevlar, 2% anti-static. (Generic version could state the outer shell shall be of rip-stop weave design weighing no more than 6.5 ounces per square yard.)

THERMAL LINER

The thermal liner shall be Glide Ice, or equivalent. The thermal liner shall be no more than 7.4 ounces per square yard in weight. (Generic version could state, Thermal liner shall be of quilted design weighing no more than 7.4 ounces per square yard and have a face cloth designed in a lightweight, 3.6 ounce per square yard twill weave, constructed of 60% DuPont Nomex filament and 40% DuPont Nomex/Lenzing FR spun yarns. Batting shall be two layers of DuPont Nomex E89 spunlace – 2.3 oz./square yard and 1.5 oz./square yard. Equivalent or better considered.)

3.3 COAT DESIGN AND CONSTRUCTION

COAT CONSTRUCTION

The body of the shell shall be constructed of five separate body panels consisting of two front panels, two side panels, and one back panel and shall be joined together by stitching with NOMEX® thread. The body panels shall be shaped to provide a tailored fit thereby enhancing mobility.

SIZING

The coats will be available in numeric sizing with 2-inch chest increments and graduated sleeve length measurements for the best fit. The length of the coat will be measured from the base of the collar on back to the bottom of the lower hem to ensure the required minimum overlap of the pants. 30" coat is standard, 28" 32" and 34" coats also offered. *Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.* All patterns will be graded to size to ensure proper fit.

LINER SYSTEM CONSTRUCTION

The thermal liner will be sewn to the moisture barrier at its perimeter with the breathable membrane-oriented inward toward the thermal liner and away from the outer shell. The thermal liner and moisture barrier shall be stitched together and turned and top stitched to create a self-binding. The cuffs of the coat and pant liner system will have a anti-wicking binding to eliminate the possibility of wicking contaminants. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 2" from the hem. There will be an extra internal layer of thermal liner material sewn on the shoulder area of the liner system for increased protection and insulation. The extra layer will be sewn to the thermal liner layer only.

MOISTURE BARRIER / THERMAL LINER ATTACHMENT

The thermal liner and moisture barrier shall be completely removable from the coat shell. Strips of ½ inch wide FR hook and loop shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar and four 1"x 2" minimum retention tabs of hook and loop up high in the collar assembly spaced evenly side-to-side. The loop portion of the hook and loop shall be attached to the liner system with the hook fastener attached to the outer shell. The thermal liner assembly shall go completely into the collar area to create a seamless level of protection from the top of the collar, all the way down to the bottom of the coat in one liner assembly. The remainder of the thermal liner/moisture barrier shall be secured with a minimum of five snap fasteners appropriately spaced on each coat facing and full zippers at each sleeve end. The thermal liner and moisture barrier shall be completely removable from the pant shell. Snap fasteners shall be evenly spaced along the waistband to secure the thermal liner/moisture barrier to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of two snap fasteners per leg.

INSPECTION PORTAL (COAT)

The liner system will have an oversized opening located just above the rear bottom hem for the purpose of internal inspection. The opening will measure at least 16" and secure by means of a zipper. Liner opening will be such that it is covered with a finished flap of thermal liner material while being worn but is easily accessible under that flap for inspection. There shall be no break in the thermal liner assembly in any way while being worn, both for safety and comfort.

DRAG RESCUE DEVICE (DRD)

A removable Firefighter Drag Rescue Device shall be installed on each coat. This DRD shall be of a single loop design. Two ends of approved material will be sewn together to form a continuous loop. The DRD will be installed in the coat between the liner system and outer shell such that when properly installed it will loop around each arm. The strap will run through a reinforced high-point hole location located on the upper back of the coat, below the neckline, and centered so as to be accessible while wearing SCBA. The DRD material shall be sewn in such a way as to have a "handle" easily gripped with glove hands. This portion shall be on the outside of the coat through the centered hole location and shall secure to the outside of the coat with two small patches of hook and loop material. The opening and "handle" shall be covered by a flap of outer shell material and shall feature reflective lettering stating "DRD", or, at a minimum, have a reflective patch for ease of visibility.

COLLAR AND THROAT TAB

The collar of the coat shall measure not less than three inches in height and will be graded to size. The collar will be a four-layer construction with two outside layers of outer shell material encapsulating the same components as thermal liner assembly inside. The collar shall extend to the leading edges of the coat front body panels so that no gap occurs at the throat area. The throat tab will be a four-layer construction with two layers of outer shell material encapsulating the same components as thermal liner assembly. The throat tab shall be of an offset vee design for proper interface with an SCBA mask. (Option for 3" arced tab design as well). The throat tab will be attached to the forward left front side of the collar. The throat tab will be secured when closed with FR hook and loop. A 1 inch by 3 inches, minimum, FR loop will be sewn to the inside leading edge of the throat tab. A corresponding piece of FR hook measuring 1 inch by 3 inches, minimum, shall be sewn vertically to the right outside leading edge of the collar for closure. There shall be a similar section of FR hook on the outside of the left collar rearward from the throat tab attachment point so the throat tab can be rolled back and stowed when not in use.

PLEATED BACK

The back of the jackets will have two 2" outward facing vertical pleats sewn into the jacket outer shell. The pleats will extend from the top of the shoulder seam near the sleeves and will extend down the sides of the jacket to just below the bottom of the arm attachment points. The thermal liner assembly shall have two corresponding pleats to avoid bulk in the shoulder area. The shell and liner pleats will help enhance mobility.

SLEEVES

The sleeves shall be multi-panel construction and ergonomic design to follow the natural form of the arm. The outer shell material shall be sewn in a "cupped" design on the outside of the elbow area to allow for better conformation to the elbow and ease of mobility.

ELBOW REINFORCEMENTS

The elbows of the coat shall be reinforced with Ara-shield, or equivalent. The elbow reinforcement material shall be sewn in a "cupped" design on the outside of the elbow area to allow for better conformation to the elbow and ease of mobility.

SLEEVE CUFF REINFORCEMENT

The sleeve cuffs shall be reinforced with black Ara-shield, or equivalent. The cuff reinforcements shall not be less than 2 inches in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance.

WRISTLETS

Each coat shall be equipped with full knit wristlets, with a fully finished, reinforced thumbhole design. These shall be of appropriate length and thumbhole positioned properly for comfort and best protection. The wristlets shall be sewn to the sleeve end of the thermal liner assembly.

STORM FLAP

The storm flap will be centered over the left and right-side body panels to ensure there is no interruption in thermal or moisture protection. The storm flap will consist of the same components as thermal liner assembly sandwiched between 2 layers of outer shell material. The storm flap shall extend the full length of the front of the coat from the bottom of collar, to bottom hem of the coat to insure no gaps.

NAPOLEAN-STYLE STASH POCKET

Under the storm flap in the upper chest area will be a stash pocket located under the left front body panel. The pocket opening shall measure approximately 5-inches long. The inside pocket shall measure approximately 5-inches by 8-inches. The pocket shall be located between the outer shell and the liner system. This pocket will allow for storage of items for easy access without zipping open coats.

STORM FLAP AND COAT FRONT CLOSURE SYSTEM

The coat shall be closed by means of zipper and hook and loop, a heavy duty high-temp polymer zipper of appropriate length for coat length, on the coat fronts and FR hook and loop on the storm flap. The storm flap shall close center over the zipper securing the left and right coat body panels and shall be secured with FR hook and loop. The left faps of the FR hook and loop shall be appropriate for the length of coat and run the full length of the storm flap vertically. An appropriate length of FR loop shall be installed along the underside leading edge of the storm flap. A corresponding appropriate length of FR hook shall be sewn to the front body panel and positioned to engage the loop Velcro when the storm flap is closed.

BELLOWS/HANDWARMER

Each coat will be equipped with Bellows/Handwarmer pockets on the left side and right side of the front of the coat. The pockets shall be located at the bottom of the coat near the storm flap and be stitched to the respective body panels. reflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two sewn drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. The pockets shall be lined with KEVLAR Twill material on the inside. The pockets shall measure 2-inch-deep by 10-inch-wide by 8 inches high. The pocket flaps will be constructed of two layers of outer shell material and shall measure approximately 5 inches by ½ inch wider than the pocket. There shall be a strip of Ara-shield material centered vertically on the pocket flap to facilitate easy gripping with a gloved hand. The pocket flap will be secured closed by means of a horizontal piece of FR loop installed on the leading edge of the underside of the pocket flap and three evenly spaced vertical tabs of FR hook on the outside upper portion of the pocket. This facilitates definitive closure, even if the pocket is full.

FLASHLIGHT STRAP

Each coat shall be equipped with a flashlight strap. An inward facing reverse pant hook shall be attached to the upper right chest in a vertical position with hook facing down. Below the pant hook will be a strap constructed of outer shell material to wrap around a

flashlight. The strap will have FR hook and loop sewn to the ends to secure to itself. There will be approximately 4 inches between the pant hook and strap.

CONVERTIBLE RADIO POCKET

Each coat shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, stitched to the coat on the left upper chest, and shall have a sewn drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR hook and loop. There shall be a separate Ara-shield tab, approximately ¾ inch by 5 inches, sewn centered overlaying the pocket flap vertically. This tab shall have an independent FR hook and loop closure. This facilitates the convertibility of the radio pocket by allowing the pocket flap to be stowed internally to allow better access to the radio knobs, while still securing the radio in the pocket. The pocket shall also have internal FR hook and loop sewn on the front and back of the pocket to allow for the pocket height to be adjusted internally for different size radios. This pocket should be Kevlar twill lined. The radio pocket flap will have FR hook and loop along the length of its attachment point but be sewn secure at the right corner. This will allow forth flap to be "opened" and external cord to be secured in it. The flap should be of a design to allow for radio antenna to protrude.

MIC TAB

A tab shall be constructed to hold a microphone for a portable radio. It shall be sewn to the coat at the ends only. The microphone tab shall be mounted centered above the radio pocket and shall be constructed of double layer outer shell material.

REFLECTIVE FLUORESCENT TRIM AND PATTERNS

The retroreflective fluorescent trim shall be approved Yellow/Silver Triple Trim. Each coat shall have reflective fluorescent trim sewn to the outside of the outer shell to meet the requirements of NFPA #1971 (current edition). The trim pattern shall be NFPA basic style with two full circumference bands of trim around coat, one at bottom hem, and one at level of bottom of sleeve attachment, and a single band around the arm near the cuff.

SEWN ON RETROREFLECTIVE LETTERING

Each coat shall have approved 3-inch yellow letters reading "Department name". Lettering will be sewn on to the Drop-Down Name Panel with "FF NAME.

3.4 PANT DESIGN AND CONSTRUCTION

PANT CONSTRUCTION

The pants should be of multi-panel ergonomic design to provide better mobility and fit.

SIZING

The Pants shall be available in even size waist measurements and inseam measurements of two-inch increments. Measured and built for each wearer. No generalize sizing.

INTERNAL HARNESS

The harness must be a Class II NFPA-approved internal harness, approved by the department, and compatible with the department's bailout system.

LINER SYSTEM CONSTRUCTION

The thermal liner will be sewn to the moisture barrier at its perimeter with the breathable membrane-oriented inward toward the thermal liner and away from the outer shell. The thermal liner and moisture barrier shall be stitched together and turned and top stitched to create a self-binding along the waist. The cuffs of the pant liner will be bound with anti-wicking material to avoid the wicking of contaminants.

MOISTURE BARRIER / THERMAL LINER ATTACHMENT

The thermal liner and moisture barrier shall be completely removable from the pant shell. Evenly spaced snap fasteners shall be spaced along the waistband to secure the thermal liner/moisture barrier to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of two snap fasteners per leg located at the side seams.

INSPECTION PORTAL (PANT)

The liner system will have an oversized opening located at the top rear hem of the pant for the purpose of internal inspection. The opening will measure approximately 12 inches long. The opening will be secured with a zipper. This opening will be such that it is covered with a finished flap of thermal liner material while being worn but is easily accessible under that flap for inspection. There shall be no break in the thermal liner assembly in any way while being worn, both for safety and comfort.

SUSPENDER ATTACHMENT

The pants will be equipped with four horizontal suspender attachment tabs, sewn horizontally across the length of top and bottom of each tab. There will be two in the front, and two in the back, positioned evenly for appropriate width of the suspenders. These shall be at the top, inside of the waist of the pants to make for low-slung suspender attachment points, for comfort for the wearer.

SUSPENDERS

The suspenders shall have quick-attach clips and shall be of a padded H-back design, leather suspenders or suspenders that are comparable or equivalent.

PANT CLOSURE SYSTEM

The pants shall have a vertical fly closure with an internal zipper and approximately 1 1/2 inch by 7-inch closure flap secured by FR hook and loop. There shall be a centering snap centered at the top of the fly. The fly flap shall be constructed of two layers of outer shell material with the same thermal liner assembly components sandwiched between. The fly flap will be stitched to the left side of the opening on front of the pants and close centered over the zipper.

TAKE UP STRAPS

There shall be a take-up strap sewn to each side of the pant, below the belt line, centered over the side seam. These straps shall facilitate adjustability in the fitness of the garment and shall be made using approved materials.

BELLOWS POCKETS

Each pant will have a bellow expansion pocket on the outside side of each pant leg in the upper thigh area. The pockets will measure 2-inch-deep by 10-inch-wide by 10-inch-high. Two sewn drain eyelets shall be in the bottom of each bellows pocket to facilitate drainage of water. The pockets will be lined with Kevlar twill material on the inside. The pocket flaps will be constructed of two layers of outer shell material and shall measure approximately 5

inches deep and ½ inch wider than the pocket. There shall be a strip of Ara-shield material centered vertically on the pocket flap to facilitate easy gripping with a gloved hand. The pocket flap will be secured closed by means of a horizontal piece of FR loop installed on the leading edge of the underside of the pocket flap and three evenly spaced vertical tabs of FR hook on the outside upper portion of the pocket. This facilitates definitive closure, even if the pocket is full. The right pocket shall have a removable Ara-shield tool pouch installed. This tool pouch should be secured while in use by means of FR hook and loop.

KNEE REINFORCEMENTS

The knee area should be reinforced with black Ara-shield material, or equivalent. The knee reinforcement material shall be sewn in a “cupped” design on the outside of the knee area to allow for better conformation to the knee and ease of mobility. This also lessens the chance for “rolling” of the protection.

PADDING UNDER KNEE REINFORCEMENTS

For greater thermal protection there shall be thermal liner material sewn internally in the garment. This shall pass minimum CCHR requirements. For greater comfort there shall be removable knee pads to be placed in internal pockets sewn to the inside of the thermal liner assembly in each leg.

PANT CUFF REINFORCEMENTS

The cuff area of the Pants shall be reinforced with black Ara-shield material, or equivalent. The cuff reinforcement shall be no less than 2 inches in width and folded in half to allow for equal protection on the inside and outside of the leg openings. The cuff reinforcement shall be stitched to the outer shell for better abrasion resistance in this area.

BOOT CUT

The Pant leg cuffs will be constructed so that the back of the leg is higher than the front to provide less chance of “walking off the back of the cuffs.

REFLECTIVE FLUORESCENT TRIM

The Pants shall have a stripe of reflective fluorescent trim encircling each leg just above the lower hem to comply with the requirements of NFPA 1971 (current edition) in 3-inch red/orange Triple Trim.

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. If necessary, use additional pages for exceptions.

3.5 ADDITIONAL FIRE GEAR AND RELATED EQUIPMENT

- **Fire Helmets:**

- Bullard Lightweight Traditional Structural Fire Helmet NFPA Certification with NFPA Bourke's, Black, Red, White in color, or equivalent.
- Cairns 880 Chicago Helmet, Deluxe, NFPA Certification with NFPA Bourke's, Black, Red, White in color, or equivalent.
- Cairns 1836 Gloss Traditional Fire Helmet, Deluxe NFPA Certification with NFPA Bourke's, Black, Red, white in color, or equivalent.

- **Turnout Boots:**

- HAIX FIRE HERO XTREME, 11" Leather Bunker Boot, Medium, Narrow, Wide, Men and Women's sizes, NFPA, or equivalent.
- Globe Supreme 14" Pull-on Structural Boot, or equivalent.

- **Structural Firefighting Gloves:**

- Dragon Fire X2S (NFPA 1971-2018 Edition) Sizes Small-X-Large, or equivalent.
- Fire-Dex Dex-Pro 3D Leather Glove, Sizes Small-X-Large, or equivalent.
- Lion Commander Ace structural fire fighting gloves, gauntlet leather, small-xx-, or equivalent.

- **Extrication Gloves:**

- RINGERS® R327 Sizes 8.0-13 (Small-XXL), or equivalent.

- **Suspenders:**

- Padded H-back design or suspenders that are comparable or equivalent.
- Leather suspenders or suspenders that are comparable or equivalent.

- **Internal Harness:**

- Harness must be NFPA Class II internal harness.

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 PROPOSAL ~ IN A SEPARATE FILE

RFP 25-FD01: Cost Proposal ~ Page 1 of 2

The Offeror's cost proposal shall be signed by an authorized agent of the company. All pages of the Cost Proposal must be returned with the proposal. There is no maximum page limit to Section 5.

The undersigned Offeror, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, 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 for the total contract price below:

Price for Coat: _____ **Price for Pants:** _____

Total Price for Both/Set: _____

Print Total Price: _____

*Please list any proposed annual price increase/percentage: _____

Print/Type Company Name and Address:

Authorized Signature _____ Date _____

Print/Type Name and Title _____



MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE
RFP 25-FD01: Cost Proposal ~ Page 2 of 2

Pricing for additional Fire gear (for convenience only ~ not scored in Cost points):

Fire Helmets:	<i>*If Equivalent is provided, please list brand</i>
Bullard Lightweight Traditional Structural Fire Helmet NFPA Certification with NFPA Bourke's, Black, Red, White in color, or equivalent.	\$
Cairns 880 Chicago Helmet, Deluxe, NFPA Certification with NFPA Bourke's, Black, Red, White in color, or equivalent.	\$
Cairns 1836 Gloss Traditional Fire Helmet, Deluxe NFPA Certification with NFPA Bourke's, Black, Red, white in color, or equivalent.	\$
Turnout Boots:	
HAIX FIRE HERO XTREME, 11" Leather Bunker Boot, Medium, Narrow, Wide, Men and Women's sizes, NFPA , or equivalent.	\$
Globe Supreme 14" Pull-on Structural Boot, or equivalent.	\$
Structural Firefighting Gloves:	
Dragon Fire X2S (NFPA 1971-2018 Edition) Sizes Small-X-Large, or equivalent.	\$
Fire-Dex Dex-Pro 3D Leather Glove, Sizes Small-X-Large, or equivalent.	\$
Lion Commander Ace structural fir fighting gloves, gauntlet leather, small-xx-, or equivalent.	\$
Extrication Gloves:	
RINGERS® R327 Sizes 8.0-13 (Small-XXL), or equivalent.	\$
Suspenders:	
Padded H-back design or suspenders that are comparable or equivalent.	\$
Leather suspenders or suspenders that are comparable or equivalent.	\$
Internal Harness:	
Harness must be NFPA Class II internal harness.	\$

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria:

- A selection team for the City will initially evaluate and score all submittals received.
- Proposals not meeting the minimum requirements and those who are non-responsive will not be considered.
- Cost Proposals will be reviewed after the technical review process.

Proposal Evaluation Criteria

1. Proposal meets Scope of Work/Specifications	50 pts
2. Price	50 pts

Total Possible Points: 100 pts

1. Interviews and Product Demonstration

If applicable, short-listed Firms will be invited to give a presentation to the City of Milton. At this time, they can provide live demonstrations and discuss the benefits with the City. A question and answer will follow the presentation.

2. Final Ranking

Upon completion of the interviews and demonstrations, the evaluation committee will rank the short-listed proposals based on a combination of the evaluation scores.

The City has the right to award this contract solely based upon review of the submitted proposals and subsequent negotiation

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 SUBCONTRACTOR

The highest scoring Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposals. The City reserves the right to approve all sub-contractors. The Contractor shall be responsible to the City for the acts and omissions of all sub-contractor or agents and of persons directly or indirectly employed by such sub-contractor, and for the acts and omissions of persons employed directly by the Contractor. 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 Contractor 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 Contractor nor its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within ten (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 OFFERORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

7.5 COMPLIANCE WITH LAWS

The Contractor 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 subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made based on 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.



SAMPLE CONTRACT ONLY ~ DO NOT RETURN WITH PROPOSAL

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 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.

3. | **RFPI 15-5001** 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 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 4 SEP 25 1001 Date, and terminate [Option 1 - upon provision of the Goods and Services and payment for the same] [Option 2 - on _____] (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

50157 06-5001
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 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.

- 15B-25-5001
- G. Non-discrimination. 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.
- 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

71150-21-5001
All Materials are hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

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]

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]

EXHIBIT "B"

[INSERT PROPOSAL]

EXHIBIT "C"

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

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:

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:
