



Board of Commissioners of Clayton County
Central Services Department
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Carol J. Rogers, Chief Procurement Officer
Authorized Purchasing Agent for Clayton County

INVITATION TO BID
ITB #25-146 ATHLETIC UNIFORMS & EQUIPMENT ANNUAL CONTRACT
FOR CLAYTON COUNTY, GEORGIA

SCHEDULE OF EVENTS		DATE
Bid Release Date:		October 28, 2025
Deadline for Questions: Questions must be submitted online at: https://www.bidnetdirect.com/georgia/claytoncounty .		November 11, 2025 3:00 P.M.
Answers will be posted by addendum online at: https://www.bidnetdirect.com/georgia/claytoncounty		November 18, 2025
All responses to this ITB must be submitted online at: https://www.bidnetdirect.com/georgia/claytoncounty . Vendors are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call Bidnet Direct's Support Team at 800-835-4603 ext. 2 for assistance.		November 25, 2025 3:00P.M.

**THIS BID SOLICITATION FORM
MUST BE SIGNED AND SUBMITTED WITH BID**

COMPANY NAME:	DATE:
MAILING ADDRESS:	PHONE:
CITY:	FAX:
STATE: ZIP:	SSN OR FEDERAL TAX ID:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:	AUTHORIZED SIGNATURE:

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ITB #25-146 ATHLETIC UNIFORMS & EQUIPMENT ANNUAL CONTRACT FOR CLAYTON COUNTY, GEORGIA

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. **Invitation to Bid:** This Invitation to Bid (ITB) is for qualified Bidders (“Bidder” or “Bidders”) to provide Athletic Uniforms & Equipment for Parks & Recreation for Clayton County, Georgia. A detailed Scope of Services (“SOS”) is set forth in this ITB.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the Clayton County Code of Ordinances. By submitting a Bid in reference to this solicitation, a Bidder acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the County’s Code of Ordinances, including Section 2-113 Competitive sealed bidding, which laws and ordinances are incorporated into this ITB by reference.
3. **Minimum Qualifications:** Each Bidder and its subcontractors shall have the minimum experience set forth in this ITB.
4. **Certificate of Authority to Transact Business in Georgia:** Each Bidder must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its Bid. This requirement also applies to Joint Venture (JV) Team Members, sub-consultants, and subcontractors.
5. **Business License:** Bidder is required to submit a copy of its current, valid business license with its Bid. If the Bidder is a Georgia corporation, Bidder is required to submit a valid county or city business license. If Bidder is a joint venture, Bidder is required to submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder is required to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
6. **Professional License:** Bidder must submit a copy of any professional license required by this ITB with its bid.
7. **No Offer by County and Firm Offer by Bidder:** This solicitation does not constitute an offer by County to enter into a Contract and shall not be construed by any Bidder to form a Contract. This solicitation is only an invitation for offers from interested Bidders and no offer shall bind County. A Bidder’s offer is a firm offer and may not be withdrawn except as provided in this ITB, the County’s Code of Ordinances and other applicable law.
8. **Bid Duration:** Bids submitted in response to this ITB must be valid for a period of One Hundred and Twenty (120) calendar days from the Bid Submission Deadline and must be marked as such.

- 9. Bid Submission Deadline:** Responses to this ITB will be accepted online at <https://www.bidnetdirect.com/georgia/claytoncounty> on or before **Tuesday November 25, 2025, by 3:00 P.M., Eastern Standard Time (EST)**
- 10. Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this ITB shall be submitted in writing by logging into <https://www.bidnetdirect.com/georgia/claytoncounty> on or before **Tuesday November 11, 2025, at 3:00 P.M., EST**. Questions received after the designated period shall not be considered. Any response made by the County will be provided in writing to all Bidders by addendum. It is the responsibility of each Bidder to obtain a copy of Addendum issued for this solicitation by logging into <https://www.bidnetdirect.com/georgia/claytoncounty>. No Bidder may rely on any verbal response to any question submitted concerning this ITB.
- 11. All Bidders, and/or representatives of Bidders, seeking an award of a Clayton County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Department of Central Services employee named in the solicitation, between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners, unless specified otherwise herein. Attempting to influence the outcome of any given contract prior to a recommendation of award to the Board of Commissioners is strictly prohibited.** The Director of Central Services will review alleged violations of this prohibition. If the Director of Central Services determines that such a communication has compromised the competitive process, the offer submitted by that Bidder may be disqualified from consideration for award, and that Bidder may, among other things, be placed on the Ineligible Source List. Violations of this prohibition may also be subject to prosecution under Federal, State or Local laws. Clayton County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain unfair advantage in a procurement competition, and as outlined in **the County's Ethics Code found in Article 2, Section 70-61, et seq. and all other applicable policies.**
- 12. Ownership of Bids:** Each Bid submitted to the County shall become the property of the County, without compensation to a Bidder for the County's use, in its discretion. The County shall not be liable for any Bid preparation costs incurred by Bidder.
- 13. Georgia Open Records Act:** Information provided to the County is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a) (34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 O.C.G.A. § 10-1-760 et seq.". All such records shall be labeled as a trade secret or confidential and include the relevant cite to the Open Records Act.

- 14. Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Contract that may be awarded pursuant to this ITB are set forth in Appendix B. Bidder must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Bidder, if any. For purposes of this section, "Bidder" shall mean an individual, corporation or other corporate entity submitting a Bid in connection with this solicitation, including each joint venture partner if Bidder is a joint venture.
- 15. Applicable County Small Local Business Programs:** The SLBE Programs applicable to this solicitation are set forth in Appendix A, Contract Compliance Requirements, included in this ITB. By submitting a Bid in response to this solicitation, each Bidder agrees to comply with such SLBE Programs.
- 16. Applicable Local Vendor Preference Program:** The Local Vendor Preference Program applicable to this solicitation is set forth in Appendix D.
- 17. Subcontractors and Manufacturers:** Bidders are required to submit, in writing, the addresses of any proposed Subcontractors or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed Subcontractors. County reserves the right to disapprove any proposed Subcontractors whose technical or financial ability, or resources, or experience are deemed inadequate.
- 18. Examination of Bid Documents:**
- 18.1** Each Bidder is responsible for examining with appropriate care the complete ITB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so shall be at the sole risk of the Bidder, who is deemed to have included all costs for performance of the Services in its Bid.
- 18.2** Each Bidder shall promptly notify County in writing should the Bidder find discrepancies, errors, ambiguities, or omissions in the Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential Bidders.
- 18.3** County may in accordance with applicable law, by addendum, modify any provision or part of the ITB at any time prior to the Bid due date and time.
- 18.4** Each Bidder shall confirm the receipt of each Addendum and acknowledge receipt by executing the Acknowledgment of Addenda Form provided with each Addendum.
- 18.5** The County may waive any technicalities and formalities. The County reserves the right to cancel the ITB in its entirety or all bids may be rejected in whole or in part as specified in the solicitation, where it is in the best interest of the County.
- 18.6** Pursuant to the Clayton County Code of Ordinance, Section 2-113 Bids may be disqualified by the Director of Central Services as a result of, but not necessarily limited to, the following reasons:
- 18.6.1** Failure to follow Clayton County's Bid schedule;
- 18.6.2** Failure to return applicable compliance and/or specification sheets;
- 18.6.3** Failure to return applicable addenda;

- 18.6.4** Failure to provide information on alternates or equivalents, when allowed;
- 18.6.5** Failure to provide bid bond when specifically stated will result in automatic rejection;
- 18.6.6** Failure of bidder to sign all requested documents;
- 18.6.7** Failure to submit Bid by deadline;
- 18.6.8** Failure of Provider to extend prices;
- 18.6.9** Failure to hold firm pricing;
- 18.6.10** Failure to meet specified delivery requirements;
- 18.6.11** Prices for services or items that exceeds the department's budgeted amount allowed for those items;
- 18.6.12** A bid submitted by a Person on the Ineligible Source List;
- 18.6.13** A bid which is non-responsive;
- 18.6.14** A bid submitted by a Person having been determined in violation of Section 2-97 of the Purchasing Code; and/or
- 18.6.15** A bid submitted by a Person who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process.

- 19. Illegal Immigration Reform and Enforcement Act:** This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Bidder must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Provider Affidavit, Illegal Immigration Reform and Enforcement Act Forms attached herein as Forms F6.6 and F6.7, Appendix C, Required Submittal Forms must be submitted with the Bid at the time of submission. Under state law, the County cannot consider any Bid which does not include the completed form F6.6. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Provider Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Provider Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Bidders intending to do business with the County are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on County solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.
- 20. Multiple Awards:** The County reserves, in its sole discretion, the right to make one (1) award, no award, or award to multiple Bidders. The award(s) will be based on the Bid in its entirety or by components.
- 21. Award and Execution of Contract:** If the County awards contract pursuant to this solicitation, the County will prepare and forward to the Bidder a contract for execution substantially in the form of the Draft Contract included in this ITB. All Bidders shall thoroughly review the solicitation and Draft Contract prior to submitting a Bid. Any proposed revisions to the terms or language of this Draft Contract must be submitted in writing with the Bidder's response to the ITB. Since proposed revisions may result in a Bid being rejected if the revisions are unacceptable to the County, Bidder should review any proposed

revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the Bidder by the Clayton County Board of Commissioners, the County will provide the Bidder with three (3) unsigned contracts. The Bidder shall execute and return to the County three (3) signed contracts, with required insurance certificates and other documents as listed in this ITB or required by the County, within no more than ten (10) calendar days from receipt of the contracts.

- 22. Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this ITB.
- 23. Conflict of Interest:** Bidders are advised to read and familiarize themselves with the conflict-of-interest provisions of this ITB. The County reserves the right to issue ITB's for projects that are independent of ITB #25-146 Athletic Uniforms & Equipment Annual Contract for Clayton County, Georgia, except as stated in this ITB these Instructions, and the Notice to Bidders concerning Conflicts of Interests, Bidders under this ITB are not precluded from responding to such solicitations.
- 24. Tax Exemption Status:** The County is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by Clayton County. Exemption certificates are furnished upon request.
- 25. Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- 26. TITLE VI SOLICITATION NOTICE -** Clayton County, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.
- 27. COOPERATIVE PROCUREMENT-** The County may permit other governmental entities to purchase the same commodity, equipment, or service from suppliers at the same price and under the same terms and conditions as extended to the County in a competitively procured contract. Other governmental entities may utilize the County's competitively procured contracts as "piggyback" purchases if such contract stipulates allowance for such governmental entities to purchase the same commodity, equipment, or service from the supplier at the same price and under the same terms and conditions as extended to the County or if the governmental entity obtains written permission from the director and awarded supplier.

ITB #25-146 ATHLETIC UNIFORMS & EQUIPMENT ANNUAL CONTRACT FOR CLAYTON COUNTY, GEORGIA

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information **is included** in your Bid.
2. It is the sole responsibility of each Bidder to ensure that their Bid is inclusive of all submittals outlined below or elsewhere in this ITB.
3. **Failure to submit any of the items below may cause rejection of the Bid. Bidder must return each and every page of this ITB.**
4. Bidders are required to submit responses to solicitations electronically for e-Bid solicitations only online at: <https://www.bidnetdirect.com/georgia/claytoncounty>. The County will not consider any bid that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).
5. Any modifications to the Bid Cost Form may result in a Bid being deemed Non-Responsive.

<u>REQUIRED DOCUMENTATION</u>	<u>INITIAL IF INCLUDED</u>
1. BID SOLICITATION FORM	_____
2. ENTIRE BID	_____
3. SUBMITTAL CHECKLIST (THIS FORM)	_____
4. ADDENDA (IF APPLICABLE)	_____
5. BID COST FORM (ATTACHMENT B)	_____
6. REQUIRED FORM SUBMITTALS (APPENDIX C)	
F6.1 W-9 FORM	_____
F6.2 NON-CONFLICT OF INTEREST	_____
F6.3 NON-COLLUSION FORM	_____
F6.4 BUSINESS ENTITY CERTIFICATE	_____
F6.5 CERTIFICATE OF AUTHORITY-JOINT VENTURE	_____
F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT –PROVIDER AFFIDAVIT	_____
F6.7 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT-SUBCONTRACTOR AFFIDAVIT	_____
F6.8 SUBCONTRACTOR INFORMATION FORM	_____
F6.9 ACKNOWLEDGEMENT OF BIDDER	_____
F6.10 REFERENCE AND RELEASE FORM	_____
F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS	_____
F6.12 EXCEPTIONS TO SPECIFICATIONS FORM	_____
F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK	_____
F6.14 DEBARMENT FORM	_____
7. BUSINESS LICENSE	_____
8. PROFESSIONAL LICENSE (IF APPLICABLE)	_____
9. SLBE FORMS	_____

Printed Name

Title

Date

Signature

Firm Name

Email Address

Phone Number

ITB #25-146 ATHLETIC UNIFORMS & EQUIPMENT ANNUAL CONTRACT FOR CLAYTON COUNTY, GEORGIA

1. INTRODUCTION

Clayton County Board of Commissioners (the County) intends to enter into an Annual Contract for Athletic Uniforms & Equipment for Clayton County, Georgia. The County will request services on an as needed basis or as set forth in the Scope of Work.

1.1 INTENT TO AWARD

The County intends to award to the responsible bidder(s) who have submitted the lowest cost responsive bid(s) or whose bid represents the best value to the County. However, the County reserves the right to make multiple awards, awards based on lowest unit cost, or no award.

1.1.1 Responsibility - The determination of the Bidder's responsibility will be made by the County based on whether the Bidder meets the following minimum standard requirements:

- 1.1.1.1** Has the appropriate and adequate technical experience required;
- 1.1.1.2** Has adequate personnel and equipment to perform the work expeditiously;
- 1.1.1.3** Ability to comply with the required or proposed delivery and installation schedule;
- 1.1.1.4** Has a satisfactory record of performance;
- 1.1.1.5** The ability of Bidder to provide future maintenance and/or service;
- 1.1.1.6** Has adequate financial means to meet obligations incidental to the work; and
- 1.1.1.7** Such other factors as the County deem to be pertinent to either the Bid or the contract.

1.1.2 Responsiveness - The determination of the Bidder's responsiveness will be made by the County based on a consideration of whether the Bidder has submitted complete Bid documents meeting Bid requirements without irregularities, exclusions, special conditions, or alternative Bids for any item unless specifically requested in the solicitation.

1.2 TERM OF CONTRACT

The Contract shall commence within ten (10) calendar days after receipt of a written notice to proceed. The initial term of the Contract and any renewal terms are collectively referred to as the "Term." The initial term of this Contract shall be for one (1) year and may be automatically renewed for three (3) successive one (1) year terms upon the same terms and conditions. The services to be performed under this Contract shall commence on the effective date and terminate absolutely and without further obligation on the part of the County on December 31st of the year in which it was executed and on December 31st of each succeeding and renewed year, as

required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of the Contract.

1.3 SUB-CONSULTANTS AND SUBCONTRACTORS

Bidder must ensure the responsibility standards for each of its Sub-Consultants and Subcontractors as listed below and in each and every part of this ITB. Verification must include documentation that each Sub-Consultant or Subcontractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this ITB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Bidder shall not furnish any statement, representation, or certification in connection with Sub-Consultants or Subcontractors that is materially false, deceptive, incorrect, or incomplete. Failure of the Bidder to provide information concerning the responsibility of any Sub-Consultant or Subcontractor may result in a finding that the Bidder is not responsible.

1.3.1 All proposed Sub-Consultants and Subcontractors must be listed in the Bidders response. Bidder shall ensure that all proposed Subcontractors have adequate personnel, past experience, adequate facilities, finances, and business systems to perform the scope of services. The County reserves the right to approve all Subcontractors and Sub-Consultants on this ITB.

1.3.2 Bidder must have the responsibility of verifying the existence, authenticity, and dates of expiration of all licenses required by all Sub-Consultants and Subcontractors engaged in the work of this ITB. The lack of a valid license from the Bidder or any Sub-Consultant or Subcontractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Bidder, and the removal of any unlicensed entity from the project. In the event Bidder, a Sub-Consultant or Subcontractor is required to be licensed or certified as a condition precedent to providing goods or services under this ITB, the revocation or loss of such license or certification may result in immediate termination of the Bidder's Contract effective as of the date on which the license or certification is no longer in effect.

1.3.3 All Sub-Consultants and Subcontractors must be approved by the County prior to performing. Consultant must receive written permission to add sub-consultants or Subcontractors not initially submitted with Bidder's response. Sub-Consultants and Subcontractors shall not Sub-contract any portion of their work pursuant this ITB without the written consent of the County. Failure of the Bidder to obtain from the County prior approval of each Sub-Consultant or Subcontractor performing work on the project may result in suspension of work by that Subcontractor, removal of work performed by unapproved Subcontractor(s) and all permissible sanctions against the Bidder.

2. SCOPE OF SERVICES

The Bidder shall provide Athletic Uniforms & Equipment as specified in this ITB and Attachment A, Scope of Services attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

The Bidder shall have a minimum of five (5) years of experience in providing Athletic Uniforms & Equipment, as specified in this ITB and Attachment A, Scope of Services attached hereto and incorporated herein by reference. Please be sure to include the necessary references to support this requirement in Appendix C, Required Form Submittals, F6.10 – Reference and Release Form.

4. STANDARD COUNTY CONTRACT

The Draft Contract, attached hereto as Attachment C, is a standard County document, which should be thoroughly reviewed by all Bidders prior to submitting a Bid. Please refer to Information and Instructions to Bidders, Exception Form, Award and Execution of Contract set forth in this ITB. Modifications or additions to the County's Standard Contract shall not be considered after contract award.

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APPENDIX A: CONTRACT COMPLIANCE REQUIREMENTS

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM

Clayton County has implemented a Small Local Business Program to promote full and open competition in all government procurement and purchasing. Goals for participation of Small Local Business Enterprises (SLBEs) are set for specific NIGP codes on a contract-by-contract basis for each specific prime contract with subcontracting possibilities. All forms included in this section must be completed for a Bidder to be considered responsive. **This project does not have a SLBE subcontracting goal.** However, Clayton County encourages Bidder to utilize small businesses whenever possible.

SLBE means a locally-based small business operating inside or outside of Clayton County, which meets the following criteria:

1. Demonstrates that the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103 et al., does not exceed the size standards as defined pursuant to 13 C.F.R. §121.201 et al. which can be found at:

Size Standard Table

<https://www.sba.gov/size-standards/?ms=nid4060>

2. Demonstrates that the net worth of each owner does not exceed \$2,047,000.00 exclusive of principal residence and the value of the SLBE;
3. Provides information regarding the ethnicity and gender of its original owners; and
4. Demonstrates that the firm is located or has an office in **Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale, or Spalding**
5. SLBE's must perform a commercially useful function, which means performance or provision of real and actual services under a contract or subcontract with Clayton County. Factors such as the nature and amount of work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

This package contains the following forms that Bidder are required to submit along with their bid:

1. **Statement of Successful Sub-contractors – A1**
2. **Letter of Intent to Perform as a Sub-contractor – A6:** submitted for each subcontractor. Any changes to the subcontractors listed in the bid must be approved by the Contract Compliance Division.

Addition/Removal or substitution of subcontractors MUST be approved by the Contract Compliance Division PRIOR to the sub performing work.

Monthly Utilization Reports are submitted on a monthly basis after the project has begun. ALL Monthly payment reports are to be submitted via online submission at

<https://claytoncounty.gob2g.com/>

Primes are required to report payments as well as NON ACTIVITY on a MONTHLY basis. Proof of sub payments documentation MUST also be uploaded into the reporting system at the time of payment reports. Tracking will take place on ALL subs, not just the certified firms, Letter of intent must be provided for EACH intended subcontractor on the project regardless of certification status.

Quarterly Subcontractor Performance Evaluations are required to be submitted for all subcontractors with sub agreements valued as \$25,000 and above.

A Compliance Kickoff will be scheduled to be held with the awarded bidder directly after the project kickoff meeting. This is a mandatory meeting to discuss compliance requirements on Clayton County projects for all contracts with certified SLBEs and/or sub agreements valued as \$25,000 and above.

Contact CCD at CentralServices.ContractCompliance@claytoncountyga.gov for any compliance-related questions.

By signing the bid, the Bidder is certifying that it has complied with the requirements of this Program. Please contact the Contract Compliance Division for a list of certified SLBE's.

CLAYTON COUNTY CENTRAL SERVICES
Statement of Successful Subcontractors

Project Name: Athletic Uniforms & Equipment Annual Contract

Bid Number: ITB #25-146

Bidder: _____ Vendor Number: _____ Bid Date Submittal : _____

Please provide the information requested for each subcontractor who will be utilized on this project. There is an SLBE goal of 0% on this project. A copy of each of the successful subcontractors' price quotes is due by the close of business on the second day following bid submission. A Letter of Intent for each subcontractor is required at the time of bid submission. If any item does not apply to an entity, please indicate N/A.

Name of Subcontractor	Clayton County Vendor ID Number	Certified as Small Local Business Enterprise (SLBE)- Yes or No*	If SLBE, which County is the firm located?*	Race/Ethnicity of Owner(s) of 51% or more of business	Gender of Owner(s) of 51% or more of business	Work to be Performed	NIGP Code	Dollar Value	Percent of Total Bid on Project

*If no Subcontractors will be utilized on this project, listed N/A (Not Applicable) on the document

Signature: _____

Date: _____

EXHIBIT A1

Revised 3/23/2016

**LETTER OF INTENT TO PERFORM AS A
SUBCONTRACTOR BETWEEN PRIME AND SUBCONTRACTOR/JOINT VENTURER**

In the event that a Bidder proposes to use subcontractors or joint ventures if awarded a contract for this project with Clayton County, the Prime Bidder is required to submit this signed Letter of Intent (LOI) from each subcontractor/joint venture partner that will be utilized on this project. A separate letter must be submitted for each proposed subcontractor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Statement of Successful Subcontractors (A2 Form) that was submitted with the bid. **This letter shall be completed and submitted with the bid to be deemed responsive. Final confirmation of subcontractors and amounts will be required from the successful bidder prior to award.**

Project Name Athletic Uniforms & Equipment Annual Contract **Bid Number** ITB #25-146

Name of Prime Vendor _____

Address: _____

Street City State Zip Code

Telephone: () _____ **Fax:** () _____ **Email:** _____

Name of Subcontractor _____

Address: _____

Street City State Zip Code

Telephone: () _____ **Fax:** () _____ **Email:** _____

Tax ID/FDIN # (DO NOT LEAVE BLANK) _____

Type of Agreement: ☐ Services ☐ Supplies ☐ Both Services & Supplies

Payment Type: ☐ Lump Sum _____ ☐ Hourly Rate _____ ☐ Unit Price _____

Estimated Subcontract Amount \$ _____ **Estimated % of Contract** _____

Description of Work to be Performed or Supplies Provided _____

List the government or private organization with whom the subcontractor/vendor is certified as a small, minority or woman-owned business enterprise: _____

The prime bidder and subcontractor/vendor listed above agree that upon execution of a contract for the above-named project between Clayton County and the prime bidder, that the subcontractor will perform the scope of work for the price as listed above. The parties acknowledge that this letter of intent is only valid if a contract is awarded to and executed with the prime bidder.

**Prime
Contractor**

Company Name

Signature Date

Printed Name/Title

Subcontractor

Company Name

Signature Date

Printed Name/Title

REVISED 9/26/18

APPENDIX B

BONDING AND INSURANCE REQUIREMENTS

APPENDIX B BONDING AND INSURANCE REQUIREMENTS

A. Bonding Requirements

There is no Bonding Requirements for this ITB.

B. Insurance Requirements

Preamble

The following requirements shall apply to all work under the Contract. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, Clayton County ("County") reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the Contract.

1. Evidence of Insurance Required Before Work Begins

No work under the Contract may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such is compliance satisfactory to County as to form and content and has been filed with County. Contractor/Consultant must provide County with a Certificate of Insurance and Endorsements that clearly and unconditionally indicate that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the Contract. If the Contractor/Consultant is a joint venture, the insurance certificate shall name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the Contract at the time Contractor/Consultant submits to County its executed Contract, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law and provide the required written documentation to County evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents or the transmittal correspondence, County may, in addition to any other rights it may have under the solicitation documents, the Contract or under applicable law, make a claim against any bid security provided by Contractor/Consultant, if any, or decline to enter into a contract with Contractor.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to County certifying that all insurance requirements set forth in this Appendix B and applicable to the Contract have been unconditionally satisfied.

For all contracts, regardless of size, companies providing insurance or bonds under the contract must meet the following requirements:

- i) Best's Rating not less than A-VII,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to County, County will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to County and submit to County evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance minimum requirements set forth in this Appendix B and applicable to the Contract will not relieve Contractor/Consultant from any liability under the Contract. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the Contract will not be construed to conflict with or limit Contractor/Consultant's indemnification obligations under the Contract.

3. Insurance Required for Duration of Contract

All insurance required by this Appendix B must be maintained during the entire term of the Contract, including any renewal or extension terms, and until all work has been completed to the satisfaction of the County. If Clayton County shall so request, the Contractor/Consultant will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify Clayton County in writing at the address listed below by mail, hand-delivery, or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Contract and Appendix B that concern the proposed cancellation, or termination of coverage.

Risk Management Division
Central Services Dept.
7994 N. McDonough St.
Jonesboro, GA 30236
Fax No. (770) 473-5907

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the County with evidence of required insurance prior to the commencement of this Contract, and, thereafter, with a certificate and

required endorsements evidencing renewals, replacements or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Certificates of Insurance as evidence of such coverage. Clayton County coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

Clayton County, GA, Clayton County Board of Commissioners, 7994 N. McDonough St., Jonesboro, GA 30236, must be named as certificate holder. All notices must be mailed to the attention of **Risk Management at 7994 N. McDonough St., Jonesboro, GA 30236**.

7. Project Number & Name

The project number and name, **ITB #25-146 Athletic Uniforms & Equipment Annual Contract for Clayton County, Georgia**, may be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements

The County must be covered as Additional Insured under all insurance (except Worker's Compensation and Professional Liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Contractor/Consultant must submit to County an Additional Insured Endorsement Evidencing County's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The County shall not have liability for any premiums charged for such coverage. The Endorsement must include the following verbiage: "Clayton County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor/Consultant."

9. Waiver of Subrogation Endorsement

The Workers' Compensation policy must contain a Waiver of Subrogation Endorsement in favor of Clayton County including the following verbiage, "Clayton County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor/Consultant."

10. Mandatory Sub-Contractor/Consultant Compliance
It is the sole responsibility of the general Contractor/Consultant to ensure all sub-Contractors/Consultants working under it have separately procured any and all types and limits of insurance that is required under any and all pertinent local, state, federal, ordinances or resolutions that are suitable for the particular trade that the sub-Contractor/Consultant is performing. It is also the sole responsibility of the general and/or prime Contractor/Consultant to ensure any and all sub-Contractors/Consultants or vendors carry types and limits of insurance not less than those listed herein and that the sub-Contractors/Consultants and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Clayton County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds per this Appendix B.
11. Self- Insured Retentions, Deductibles or Similar Obligations
Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Contractor/Consultant.
12. Task Order
Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed. Additional Insurance Requirements may be mandatory for particular Task Orders as required.
13. Coverage Limits
Coverage provided by the Contractor/Consultant shall not be limited to the liability assumed under the indemnification provisions of the Contract.
14. Non-limitation on the Contractor's/Consultants Liability
The obligations for the Contractor/Consultant to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor/Consultant whether or not same is covered by insurance.
15. Use of Premises
The Contractor/Consultant shall confine its apparatus, material and the operations of its workers to limits/requirements indicted by law, ordinances, permits, codes and any restriction of Contractor/Consultant and shall not unreasonably encumber the premises with its materials or supplies.

C. Coverage Types and Limits

1. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes in the following limits to cover each employee who is or may be engaged in work under the Contract:

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$1,000,000 each accident**

Bodily Injury by Accident/Disease **\$1, 000,000 each employee**

Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

2. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance in an amount not less than **\$1,000,000** per occurrence subject to a **\$2,000,000** aggregate. The following is the minimum insurance and limits that the Contractor/Consultant must maintain. If the Contractor/Consultant maintains higher limits than the minimums shown below, County requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County. The following indicated extensions of coverage must be provided:

- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Premises Operations
- Independent Contractor/Consultants/Sub-Contractor/Consultants
- Additional Insured Endorsement* (primary& non-contributing in favor of Clayton County)
- Any other type of liability for which this Contract applies

3. Commercial Automobile Liability Insurance

Automobile Liability Insurance with limits of liability of not less than **\$1,000,000** per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicle liability.

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

APPENDIX C
REQUIRED FORM SUBMITTALS

F6.1 W-9 FORM

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

F6.2 NON-CONFLICT OF INTEREST

By submitting a Bid in response to this solicitation, the Bidder represents that in the preparation and submission of this Bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any Contract, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in Bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Bidder certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Clayton County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure a Contract resulting from this Invitation to Bid.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

F6.3 NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that: I am _____ of the firm of _____.

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, bidder, Corporation or enter into any Contract, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Bidder certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Clayton County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure a Contract resulting from this ITB.

(Printed Name)

(Signature)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20_____

F6.4 BUSINESS ENTITY CERTIFICATE

(a) CORPORATE CERTIFICATE

I, _____, certify that I am the
_____ of the Corporation named as Bidder herein, same

(title)

being organized and incorporated to do business under the laws of the State of
_____ ; that _____ who executed this Bid on

behalf of the Bidder was, then and there, _____ and

(title)

that said Bid was duly signed by said officer for and on behalf of said corporation, pursuant to
the authority of its governing body and within the scope of its corporate powers.

This _____ day of _____, 20 ____.

(Printed Name)

(Signature)

(Corporate Seal must be affixed above)

(b) PARTNERSHIP, LLC AND OTHER ENTITIES

I, _____, certify that I am authorized to
sign to commit _____ named a Bidder in the foregoing Bid.

That said company is formed under the laws of the State of _____.

This ____ day of _____, 20 ____.

(Printed Name)

(Signature)

F6.5 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, and (1) certify that:

1. I am the _____ (2) of _____, (3) (hereinafter "Venturer").
2. Venturer is a partner and participation in the joint venture having submitted the Invitation to Bid No. _____ for _____
(Insert Project Name).
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Invitation to Bid No. _____ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20_____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP of Venturer).
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.

F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

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 for services on behalf of Clayton County Board of Commissioners (name of public employer), 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

ITB #25-146 Athletic Uniforms & Equipment Annual Contract for Clayton County, Georgia.
Name of Project

Clayton County Board of Commissioners
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

My Commission Expires: _____

F6.7 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 Clayton County Board of Commissioners 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 business days of receipt. If the undersigned Subcontractor receives notice of receipt of an affidavit from any Sub-Subcontractor that has contracted with a Sub-Subcontractor to forward, within five business days of receipt, a copy of such 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

ITB #25-146 Athletic Uniforms & Equipment Annual Contract for Clayton County, Georgia.
Name of Project

Clayton County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the forgoing 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

My Commission Expires: _____

F6.8 SUBCONTRACTOR INFORMATION FORM

The Bidder shall identify all proposed Subcontractors who shall be performing work under the proposed Contract. The Bidder certifies that the following individuals, firms or businesses must be hired or awarded subcontracts for the indicated portions of the work in the event that the Bidder is awarded a Contract.

Please list all proposed Subcontractors below:

<u>1. TYPE OF WORK:</u> _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

<u>2. TYPE OF WORK:</u> _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

<u>3. TYPE OF WORK:</u> _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

<u>4. TYPE OF WORK:</u> _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

<u>5. TYPE OF WORK:</u> _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

(Make additional copies as necessary)

F6.9 ACKNOWLEDGEMENT OF BIDDER

STATE OF GEORGIA
COUNTY OF CLAYTON

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this _____ day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing Bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this Bid, that this company, corporation, firm, partnership or individual has not prepared its Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if Bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and Scope of Services of this Invitation to Bid.

Bidder Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ day
of _____ 20____.

Notary Public in and for the State of ____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY BIDDER'S RESPONSE FROM FURTHER CONSIDERATION)

F6.10 REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime Bidder and each proposed Subcontractor using a separate Reference and Release Form for each. (Please make copies as necessary and submit with the Bid.) Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the ITB.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of the ITB.

Signed _____ Title _____
(Authorized Signature)

Company Name _____ ☐ Bidder ☐ Subcontractor

Date _____

F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I, _____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in the County's Invitation to Bid #22-206 Athletic Uniforms & Equipment Annual Contract for Parks & Recreation, Clayton County Georgia pertaining to insurance and/or bonding.

Bidder understands that it is required to share the County's insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay. **Bidder understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date Bidder receives a final contract from the County, may result in the forfeiture of the Bid guarantee submitted with its Bid and/or the disqualification of Bidder from further consideration for the contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____. Further, by signing below, I represent that _____ understands and agrees to unconditionally comply with all requirements related to bonding and/or insurance contained in the County's Contract attached hereto as Attachment C.

Date: _____, 20____.

Corporate Bidder

Name: _____
Title: _____

Non-Corporate Bidder

Name: _____
Title: _____

Notary Public (Seal)
My Commission Expires: _____

Notary Public (Seal)
My Commission Expires: _____

F6.12 EXCEPTIONS FORM

If there are, any exception(s) or clarification(s) taken to the ITB use this form to list description and page number to which you are taking an exception. ANY exception(s) to the ITB shall be explained in full. No exceptions shall be taken to the County's insurance or indemnification provisions. Clayton County will determine the Bidder's compliance with the Bid requirements based on the information submitted and its exceptions to the ITB. Attach additional pages if more space is needed.

[illegible]

F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK

Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work

Required for each contract or arrangement to prepare or develop specifications or requirements
(O.C.G.A. § 36-80-28)

The undersigned Consultant, who is entering into a contract or arrangement with (Clayton County, Georgia) to prepare or develop specifications or requirements for an invitation for bids, request for proposals, purchase order, or any other type of solicitation for said (Clayton County, Georgia) certifies that:

1. Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of (Clayton County, Georgia), as may be related to the project.
2. Consultant discloses below any material transaction or relationship currently known to Consultant that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Consultant, or the Consultant's employees, agents or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. Consultant shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.
4. Consultant acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the (Clayton County, Georgia), entitling (Clayton County, Georgia) to seek injunctive relief in addition to all other legal remedies.

Signature of Contractor's Authorized Official

Printed Name & Title of Authorized Official

Date

F6.14 CERTIFICATION OF DISQUALIFICATION OR REMOVAL

The undersigned Bidder/Proponent declares that the applying organization has not been debarred, disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of violations of law or safety regulation.

I, _____, authorized agent of _____
(Name of Organization)

Hereby certify, under penalty of perjury under the laws of the State of Georgia, that the organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation.

Bidder/Proponent Information:

(Company) (Signature)

(Address) (Printed Name)

(City, State, Zip) (Title)

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

Notary Public in and for the State of _____
(Seal)

APPENDIX D: CONTRACT COMPLIANCE REQUIREMENTS

LOCAL VENDOR PREFERENCE (LVP) PROGRAM

Clayton County Local Vendor Preference Program

Local Preference is given to applicants that have a business location within the geographic boundaries of Clayton County and submit a responsive and responsible bid or proposal within five (5) percent of the low bid submitted by any out-of-county bidder. **THIS PROJECT HAS NO LOCAL PREFERENCE.** The term business location means that the business or supplier must operate and maintain a staffed, fixed, physical place of business within Clayton County, and must have held a valid business license from Clayton County or a city located within Clayton County for at least one (1) year prior to the date of submission of its proposal or bid, as applicable.

In order to receive the Local Preference of five (5) percent the Proposer must meet the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points.

The Bidder must meet EACH of the following criteria in order to receive local preference:

- 1) The business or supplier must operate and maintain a staffed, fixed, physical place of business within Clayton County, and must have held a valid business license from Clayton County or a city located within Clayton County for at least one (1) year prior to the date of submission of its proposal or bid, as applicable; and
- 2) The business or supplier must provide a copy of a current business license and/or occupational tax certificate; and
- 3) The business or supplier must have paid all real and personal taxes owed to Clayton County; and
- 4) The business or supplier must certify its compliance with the Georgia Security and Immigration Act; and
- 5) The business or supplier must certify its compliance with the Georgia Secretary of State's registration requirements.

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

1. INTENT

Clayton County Board of Commissioners (The County) intends to enter into an annual contract for Athletic Uniforms and Equipment (Product). The County is seeking a Bidder to procure and provide Product on as needed basis.

2. SPECIFICATIONS

- 2.1** The County does not guarantee that it will purchase any specified amount of any item listed in the Bid Cost sheet. However, the contract awarded will be used as the primary approved supply source for athletic uniforms and equipment for the County's Parks & Recreation Department and the participants for various sports, including football, baseball, softball, track and field, softball, soccer, basketball and cheerleading.
- 2.2** Bidders should be prepared to submit samples for evaluation. Failure to submit requested samples shall be grounds for disqualification for award of the contract. The County shall be reimbursed by the successful Bidder for shipping costs incurred in returning merchandise that was shipped in error, out of date, is defective or for any other reason not attributable to the County.
- 2.3** Bidders shall provide the manufacturer's names, unit price(s) and standard packing, specifications, descriptions, and other literature with its bid. Bidder shall provide costs for the items set forth on the Bid Cost Form. Each Sport standard uniform shall include all costs for screen printing, letters, numbers, and County logos. Acceptable Technologies- Screen Printing and Dye Sublimation.
- 2.4** The County reserves the right to award multiple contracts for the purchase of these commodities.
- 2.5** The Bidder shall include shipping costs in its Bid costs.
- 2.6** The County's use of brand names is intended to set a standard and not to limit competition. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed to exclude other manufactured products of comparable quality, design and efficiency.

- 2.7** Bidder shall demonstrate that it has additional inventory of items purchased for sizing and exchanges.
- 2.8** The County estimates the following uniforms and equipment will be ordered for the following sports:
- 2.8.1 BASEBALL.** The County estimates that there will be approximately 800 items ordered. Items will be ordered tentatively by January and must be received no later than March 1.
- 2.8.2 SOFTBALL.** The County estimates that there will be approximately 150 items ordered. Items will be ordered tentatively by Bidder's Booking Order Date. Items will be ordered tentatively by January and must be delivered no later than March 1.
- 2.8.3 FOOTBALL.** The County estimates that there will be approximately 500 items ordered. Items will be ordered tentatively by April and received no later than August.
- 2.8.4 CHEERLEADING.** The County estimates there will be approximately 200 items ordered. Items will be ordered tentatively by June 30th and received no later than September 1st.
- 2.8.5 SOCCER.** The County estimates there will be approximately 400 uniforms ordered (400 each season). Spring items will be ordered tentatively by January 15th and received no later than March 1st. Fall items will be ordered by tentatively June 15th and received no later than August 1st.
- 2.8.6 BASKETBALL.** The County estimates there will be approximately 400 uniforms ordered. Items will be ordered tentatively by October 15th and delivered December 1st.
- 2.8.7 TRACK & FIELD.** The County estimates there will be approximately 100 items ordered. Items will be ordered tentatively by January 15th, with a delivery date of March 1st.

ATTACHMENT B BID COST FORM

The Bidder shall furnish all labor, resources, materials, tools, equipment, and services required to satisfactorily complete the services in the ITB for the total cost stated below. All costs listed below are inclusive. The County will not be responsible for charges that are not included on the Bid Cost Form.

Any modifications to the Bid Cost Form may result in a Bid being deemed Non-Responsive.

(PLEASE COMPLETE EXCEL SPREADSHEET)



ATTACHMENT C
DRAFT COUNTY CONTRACT

**ITB #25-146 ATHLETIC UNIFORMS & EQUIPMENT ANNUAL CONTRACT
FOR CLAYTON COUNTY, GEORGIA**

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**ITB #25-146 ATHLETIC UNIFORMS & EQUIPMENT FOR
CLAYTON COUNTY, GEORGIA**

THIS CONTRACT for Athletic Uniforms & Equipment for Clayton County, Georgia is made as of this _____ day of _____, 20____, and entered into by and between Clayton County, Georgia, a political and legal subdivision of the State of Georgia (hereinafter referred to as "County") and _____ (hereinafter referred to as "Supplier"), a state of _____, authorized to conduct business in the State of Georgia, whose principal place of business is located at _____.

W I T N E S S E T H:

WHEREAS, the County is in need of Athletic Uniforms & Equipment on an as-needed basis for Parks & Recreation Department;
and

WHEREAS, the County issued Invitation to Bid (ITB) #25-146 Athletic Uniforms & Equipment Annual Contract for Clayton County, Georgia and requested Bids from qualified Suppliers to provide the required commodities; and

WHEREAS, the Supplier responded to the ITB and represented that it is qualified, possesses the expertise, knowledge, and skills necessary to provide the requested Athletic Uniforms & Equipment for Parks & Recreation and any related commodities; and

WHEREAS, the County desires to enter into a Contract with the Supplier at the compensation and terms provided herein.

NOW THEREFORE, the County and the Supplier in consideration of the promises and the mutual covenants contained in this Contract, the sufficiency and receipt of which is hereby acknowledged, agree as follows:

**ARTICLE 1
TERM**

- 1.1** This Annual Contract shall commence within ten (10) calendar days after receipt of written notice to proceed.
- 1.2** The initial term of this Annual Contract and any renewal terms are collectively referred to as the "Term". The initial term of this Contract shall be for one (1) year, and may be automatically renewed for four (4) successive one (1) year terms upon the same terms and conditions. The commodities to be provided and/or the services to be performed under this Contract shall commence on the effective date of the Contract and terminate absolutely and without further obligation on the part of the County on December 31st of the year in which it was executed and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. If needed, the Annual Contract will be extended ninety (90) days or for such period beyond the Contract expiration date as it may be necessary to afford the County a continuous supply of the commodities or services.

- 1.3** Upon executing its option to renew, the County will notify the Supplier of such renewal, at which time the Supplier shall be bound to provide the commodities and/or services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal. Supplier acknowledges that its initial execution of this Contract operates as its contract to continue to provide Services during any renewal Term.
- 1.4** **Amendments.** The County expects the costs of products to remain firm during the entire Contract term and any renewals. However, if there are any proposed price changes during any renewal period for this Contract, they must be submitted in writing to the Director of Central Services ninety (90) days prior to renewal. Any requested price changes shall be based upon the manufacturer's price or the industry's price changes which must be within the parameters of the Consumer Price Indexes (CPI) program data on changes in the prices paid by urban consumers for a representation of the same or similar products and supported by sufficient documentation. All requested price changes must be reviewed by the Director of Central Services prior to submission to the Board of Commissioners for review and approval. If the proposed price changes are not acceptable to both Parties, the Contract will not be renewed or the particular product or commodity may be deleted from the scope of the Contract.

ARTICLE 2

SCOPE OF SERVICES

- 2.1** The Supplier shall provide Athletic Uniforms & Equipment for Parks & Recreation on an as-needed basis for Clayton County, Georgia as specified in this Contract and Attachment A, Scope of Services, attached hereto and incorporated herein by reference.
- 2.2** This Annual Contract shall allow any County department to order Athletic Uniforms & Equipment. Should the Supplier be unable to provide the contracted commodities and/or service by the requested delivery date or should the terms of the Contract cause unreasonable financial constraints on the County, the County may obtain the commodities in the open market through a competitive process.
- 2.3** The County shall order Athletic Uniforms & Equipment on an as-needed basis and does not guarantee Supplier that it will order any minimum amounts.

ARTICLE 3

COMPENSATION AND INVOICING

- 3.1** **Compensation.** The Supplier shall be compensated as set forth in Attachment B, Bid Cost Form, attached hereto and incorporated herein by reference.
- 3.2** A Contract Number will be generated by Clayton County Central Services to the Supplier for the acquisition of products and/or services specified, after all Supplier required documents have been received in the Central Services office. All Project documents must reference the Contract Number and Bid number.

3.3 Invoices

- 3.3.1** Invoices and/or statements may be emailed to: Accountspayable@claytoncountyga.gov or signed originals mailed directly to the address listed below. Please note: only PDF format will be accepted as an original invoice. No faxed copies will be accepted.

Clayton County Board of Commissioners
Finance Department
P.O. Box 999
Jonesboro, GA 30237

- 3.3.2** The following information must appear on all invoices submitted:

- 3.3.2.1** Name and address of the Supplier;
- 3.3.2.2** Detailed breakdown of all charges for the services or products delivered, stating the applicable period of time;
- 3.3.2.3** Clayton County's Contract Number and Bid Number; and
- 3.3.2.4** Statement from the Supplier that all quantities are a true and correct representation of the work completed for the billing period. The statement shall be signed by an authorized representative of the Supplier.
- 3.3.2.5** Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

- 3.4 Payments.** Payment shall be tendered to the Supplier upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions, and specifications of the Contract by completed services; delivery of ordered commodities and/or products; verification of completion of work; assurance that the work is completed as specified and warranted; and receipt of a valid invoice.

- 3.5 County's Tax Exemption.** The County is exempt from Federal Excise Tax or Georgia Sales Tax in regards to goods and services. The County will provide exemption certificates to Supplier upon request.

- 3.6** Supplier's prices shall include any and all travel expenses, shipping and delivery costs.

ARTICLE 4
WARRANTIES AND CONTRACT PERFORMANCE

- 4.1** The Supplier's Statement of Warranty should include all applicable manufacturers' warranties and the Supplier's warranty in regards to products, equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage.
- 4.2** The Supplier shall promptly correct all commodities, products and/or work rejected by the County as faulty, defective, or failing to conform to the Scope of Services. The Supplier shall bear all costs of correcting or replacing such rejected products and/or services.
- 4.3** The Supplier warrants that all Athletic Uniforms & Equipment shall be of the quality required by the County and in conformance with the manufacturer's requirements, warranty and standards. The Supplier shall provide Athletic Uniforms & Equipment that conform to the highest standards of the industry's practices and/or services.
- 4.4** All Athletic Uniforms & Equipment shall comply with any applicable federal, state, or local laws, rules or regulations governing the type of commodities and/or products provided through this Contract.
- 4.5 Representations of Supplier.** The Supplier represents and warrants to the County that:
- 4.5.1** The Supplier is a _____ duly organized, validly existing and in good standing under the laws of the State of _____; Supplier is qualified to transact business in the State of Georgia and has the full and complete right, power and authority to enter into this Contract; Supplier shall perform the Supplier's duties and obligations under this Contract in accordance with the terms and conditions of this Contract; and
- 4.5.2** The Supplier has obtained or will obtain all necessary licenses and permits that are required for the Supplier to provide the Athletic Uniforms & Equipment pursuant to this Contract.
- 4.6** The Supplier further represents and warrants to the County that:
- 4.6.1** Supplier possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Supplier will use its reasonable efforts to ensure that the commodities and/or products provided under this Contract will be provided and delivered in accordance with industry standards;
- 4.6.2** The Supplier is fully experienced and properly qualified to provide the Athletic Uniforms & Equipment requested and Supplier is properly equipped, organized and financed to provide such commodities and/or products and services; and

4.6.3 Following the date of acceptance of this Contract, all Athletic Uniforms & Equipment provided by the Supplier to the County will conform to the representations contained in this Contract.

4.7 The Supplier is responsible to the County for all acts and omissions of its employees, subcontractors and agents.

4.8 Sufficient Supplies, Products and Equipment. The Supplier shall maintain adequate supplies of Athletic Uniforms & Equipment and sufficient and properly trained staff and personnel to provide the requested Athletic Uniforms & Equipment in a skilled and satisfactory manner so as not to delay the delivery of the same. The Supplier covenants with the County to utilize its best skill, efforts and judgment in furthering the interests of the County; to furnish efficient business administration and supervision; and to make best efforts to furnish at all times an adequate supply of workers and materials so as to provide the required Athletic Uniforms & Equipment in the best way and most expeditious and economical manner consistent with the best interests of the County.

4.9 Neither payment nor any provision in this Contract shall relieve the Supplier of responsibility for Athletic Uniforms & Equipment and commodities not in accordance with this Contract and it shall remedy the same. The County shall give notice of defects or omissions with reasonable promptness. The Supplier shall within (10) days and without expense to the County, correct, remedy, replace, or supply the omitted commodities and/or products or services or replace all defective commodities and/or products. If the Supplier does not make good the deficiency or supply any omitted Athletic Uniforms & Equipment within the time designated in the notice from the County, the County may consider the failure to be an event of default and may terminate this Contract.

4.10 The County reserves the right to enforce the Supplier's delivery of commodities and services provided in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of Contract. It will be understood that time is of the essence in the Supplier's performance and delivery of products, equipment and/or services.

4.11 Construction of Warranties Expressed in the Contract with Warranties Implied by Law. All warranties made by the Supplier and/or subcontractors in all provisions of the Contract, whether or not the Contract specifically denominates the Supplier's and/or subcontractors promise as a warranty or whether the warranty is created only by the Supplier's affirmation or promise, or is created by a description of the materials, goods and services to be provided or by provision of samples to the County, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Supplier. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

- 4.12 Nonconforming Goods Warranty.** All goods delivered by Supplier to the County shall be free from any defects in design, material or workmanship. If any goods offered by the Supplier are found to be defective in material or workmanship, or do not conform to Supplier's warranty, the County shall have the option of returning, repairing or replacing the defective goods at Supplier's expense. Payment for goods shall not constitute acceptance. Acceptance by the County shall not relieve the Supplier of its warranty or any other obligation under this Contract.
- 4.13 Compliance with Federal Safety Acts.** Supplier warrants and guarantees to the State that the goods provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Flammable Fabrics Acts; the Occupational Safety and Health Act; and the Anti-Kickback Act of 1986.
- 4.14 Product Recall.** In the event that any of the goods are found by the Supplier, the County, or any court having jurisdiction, to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement, so as to require or make advisable that such goods be reworked or recalled, the Supplier will promptly communicate all relevant facts to the County and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs and other related documents, provided that nothing contained in this section shall preclude the County from taking such action as may be required of it under any such law or regulation. The Supplier shall perform all necessary repairs or modifications at its sole expense except to any extent that the Supplier and the County shall agree to the performance of such repairs by the County upon mutually acceptable terms.

ARTICLE 5

BONDING AND INSURANCE REQUIREMENTS

The Supplier shall comply with all bonding and insurance requirements set forth in Appendix B, Bonding and Insurance Requirements, attached hereto and incorporated herein by reference.

ARTICLE 6

INDEPENDENT SUPPLIER

In conducting its business hereunder, the Supplier shall act as an Independent Supplier and not as an employee or agent of the County. The selection, retention, assignment, direction and payment of the Supplier's employees shall be the sole responsibility of the Supplier.

ARTICLE 7

CONTROLLING LAW AND VENUE

- 7.1** The Contract shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

- 7.2 Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of the State Courts of Clayton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Contract will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non convenience to the conduct of any such action or proceeding in such court.

ARTICLE 8 **ASSIGNMENT**

- 8.1** Except as otherwise provided herein, this Contract shall not be sold, assigned or transferred by the Supplier by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Supplier, or with a business entity which is merged or consolidated with the Supplier or which purchases a majority or controlling interest in the ownership or assets of the Supplier without the prior written consent of the County.
- 8.2** The Supplier may subcontract to an Affiliate or a third-party, work to be performed under this Contract or otherwise assign the rights and obligations hereunder to such Affiliate, but will remain financially responsible for the performance of such obligations.

ARTICLE 9 **NON-DISCRIMINATION**

Notwithstanding any other provision of the Contract, during its performance the Supplier, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Contract does hereby covenant and agree, that:

- 9.1** No person on the grounds of age, race, color, religion, sex, sexual orientation, marital status or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- 9.2** In the furnishing of services or materials therein or thereon, no person on the grounds of age, race, color, religion, sex, sexual orientation, marital status or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

ARTICLE 10
TERMINATION AND DEFAULT

- 10.1 Termination by County for Cause.** County may at its option, by giving written notice to Supplier, terminate this Contract:
- 10.1.1.** For a breach of the Contract by Supplier that is not cured by Supplier within ten (10) days of the date on which County provides written notice of such breach or such other date in the written notice;
 - 10.1.2.** Immediately for a material breach of the Contract Documents;
 - 10.1.3.** Immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Supplier's obligations under this Contract or is in violation of any County Ethics Ordinances;
 - 10.1.4.** The Supplier fails to deliver or has delivered nonconforming goods or services or fails to perform to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but not limited to, the express warranties made by the Supplier;
 - 10.1.5.** The County determines that satisfactory performance is substantially endangered or that a default is likely to occur;
 - 10.1.6.** The Supplier fails to make substantial and timely progress toward performance of the Contract; and/or
 - 10.1.7.** The Supplier has engaged in conduct that has or may expose the County to liability as determined in the County's sole discretion.
- 10.2. Re-procurement Costs.** In addition to all other rights and remedies County may have, if this Contract is terminated by County pursuant to the above subsection entitled "Termination by County for Cause", Supplier will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by County in the completion of the Services, including the cost of administration of any Contract awarded to other Persons for completion. If County improperly terminates this Contract for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of Section 11.4 of this Contract, entitled "Termination by County for Convenience".
- 10.3. Termination by County for Insolvency.** County may terminate this Contract immediately by delivering written notice of such termination to Supplier if Supplier:
- 10.3.1.** Becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature;
 - 10.3.2.** Files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors;

- 10.3.3.** Is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally;
- 10.3.4.** Fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any applicable law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or
- 10.3.5.** Applies for or consents to the appointment of any receiver for all or any portion of its property.

10.4. Termination by County for Convenience. At any time during the Term of this Contract or any issued Task Order, County may terminate this Contract for convenience upon thirty (30) days written notice of such termination. Upon a termination for convenience, Supplier waives any claims for damages, including loss of anticipated profits. As Supplier's sole remedy and County's sole liability, County will pay costs for the Work properly performed prior to the notice of termination, plus all reasonable costs for Work performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Supplier in its business within the thirty (30) days following termination. If requested, Supplier shall substantiate such costs with proof satisfactory to County.

10.5. Effect of Termination. Unless otherwise provided herein, termination of this Contract, in whole or in part and for any reason, shall not affect:

10.5.1. Any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or

10.5.2. Any remedies to which a Party may be entitled under this Contract, at law or in equity.

10.5.3. Upon termination of this Contract, Supplier shall immediately:

10.5.3.1. Discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services;

10.5.3.2. Inventory, maintain and turn over to County all Work Product, licenses, equipment, materials, plants, tools, and property furnished by Supplier or provided by County for performance of the terminated Services;

10.5.3.3. Promptly obtain cancellation, upon terms satisfactory to County, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by County;

- 10.5.3.4** Take all necessary or appropriate steps to limit disbursements and minimize costs;
 - 10.5.3.5** Furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require;
 - 10.5.3.6** Cooperate in good faith with the County during the transition period between the notification of termination and the substitution of any replacement Supplier;
 - 10.5.3.7** Immediately return to the County any payments made by the County for goods and services that were not delivered or rendered by the Supplier;
 - 10.5.3.8** Comply with all other reasonable requests from County regarding the terminated Services; and
 - 10.5.3.9** Continue to perform in accordance with all of the terms and conditions of this Contract any portion of the Services that are not terminated.
- 10.6** Pursuant to O.C.G.A. §36-60-13(b) (1), if funding for this Contract is terminated, County will not be obligated to continue purchasing the commodities. County shall terminate this Contract upon ten (10) days' written notice to the Supplier.
- 10.7** In the event the Supplier is required to be certified or licensed as a condition precedent to providing goods and/or services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

ARTICLE 11

NOTICE

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by:

- 11.1** Registered or Certified United States mail, return receipt requested, postage prepaid;
- 11.2** Personal delivery to the County;
- 11.3** Overnight courier service; and/or
- 11.4** Delivered in person to the Supplier or his authorized representative on the work site.
- 11.5** All notices sent to the addresses listed below shall be binding unless said address is

changed in writing no less than two (2) weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Supplier to the County or by the County to the Supplier's authorized representative via Certified First Class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to County, addressed to:
Clayton County Central Services Department
7994 N. McDonough Street
Jonesboro, GA 30236
Attn: Chief Procurement Officer

With a copy to:
Clayton County Office of the County Attorney
102 Smith Street
Jonesboro, GA 30236
Attn: County Attorney

If to the Supplier, addressed to:

ARTICLE 12

FEDERAL WORK AUTHORIZATION

- 12.1** Pursuant to O.C.G.A. §12-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the County cannot enter an Contract for the physical performance of services unless the Supplier and its subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- 12.2** The Supplier certifies that it has complied and will continue to comply with O.C.G.A. §12-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 12.3** The Supplier agrees to sign an affidavit evidencing its compliance with O.C.G.A. §12-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 12.4** The Supplier agrees that in the event that it employs or Contracts with any subcontractor(s) in connection with this Contract, the Supplier will secure from each subcontractor an affidavit that indicates the employee-number category applicable to that subcontractor and certifies the subcontractor's current and continuing compliance with O.C.G.A. §12-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

ARTICLE 13

CORPORATE AUTHORITY

- 13.1** The Supplier has executed the Certificate of Corporate Authority attached hereto as Appendix C, Required Forms Submittal. The officials of the Supplier executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Supplier. The Supplier has all requisite power and authority to enter into and perform its obligations under this Contract. The execution and delivery by the Supplier of this Contract and the compliance by the Supplier with all of the provisions of this Contract:
- 13.2** Is within the purposes, powers, and authority of the Supplier;
- 13.3** Has been done in full compliance with applicable law and has been approved by the governing body of the Supplier and is legal and will not conflict with or constitute on the part of the Supplier a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Supplier is a party or by which the Supplier is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Supplier; and
- 13.4** Has been duly authorized by all necessary action on the part of the Supplier. This Contract is a valid, legal, binding and enforceable obligation of the Supplier.

ARTICLE 14

INDEMNIFICATION

Supplier shall indemnify and hold the County, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

- 14.1** Supplier's or Supplier's Personnel's performance, nonperformance or breach of this Contract;
- 14.2** Compensation or benefits of any kind, by or on behalf of Supplier's Personnel, or any subcontractor, claiming an employment or other relationship with Supplier or such subcontractor (or claiming that this Contract creates an inherent, statutory or implied employment relationship with County or arising in any other manner out of this Contract or the provision of services by such Supplier's Personnel or subcontractor);
- 14.3** Any actual, alleged, threatened or potential violation of any applicable laws by Supplier or Supplier's Personnel, to the extent such claim is based on the act or omission of Supplier or Supplier's Personnel, excluding acts or omissions by or at the direction of County;

- 14.4** Death of or injury to any individual caused, in whole or in part, by the tortious conduct of Supplier or any Person acting for, in the name of, at the direction or supervision of or on behalf of Supplier; and
- 14.5** Damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Supplier or any Person acting for, in the name of, at the direction or supervision of, or on behalf of Supplier.
- 14.6** This indemnification provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of this Contract and continue for a period of two (2) years after termination thereof.
- 14.7** The Supplier shall protect Clayton County from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Supplier.
- 14.8** This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.
- 14.9** Supplier shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.
- 14.10** Supplier shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of Clayton County, Georgia, its departments, all elected and appointed officials, to include, but not limited to, its Commissioners, directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Contract.

ARTICLE 15

SLBE

- 15.1** Contractor shall comply with the County's Small Local Business and Procurement Nondiscrimination Program and Contract Compliance Requirements set forth below and in Appendix A, Contract Compliance Requirements, attached hereto and incorporated herein by reference. There is No SLBE goal for this Project.
- 15.2** Contractor has a dual reporting requirement. Contractor shall provide subcontractor agreements to the Contract Compliance Division of Central Services. Additionally, Contractor will be required to enter all payments and invoice information associated with the Contract into the County's monitoring system (canceled checks and invoices must also be scanned and attached to the file). All subcontractors are required to register in the system and acknowledge the payments reported.
- 15.3** If the Contractor's SLBE participation does not meet the goals established for the Contract, it will be required to submit evidence demonstrating that good faith efforts were made to meet the goal during the Contract term.

- 15.4** All SLBEs must perform a commercially useful function, which means performance or provision of real and actual services under the Contract or subcontract. The County shall consider factors such as the nature and amount of work subcontracted, whether the SLBE has the skill and expertise to perform the work for which it has been certified, whether the SLBE actually performs, manages or supervises the work and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them in determining if the SLBE is performing a commercially useful function.
- 15.5** If the Contractor fails to meet the SLBE participation percentages set forth in this Contract and fails to demonstrate good faith efforts to meet goals, the Contractor may be subject to any and all penalties listed in this Contract and the County's ordinances including the withholding of payments, being placed on the County's ineligible source list and termination of the Contract.

ARTICLE 16

UNAUTHORIZED GOODS OR SERVICES

Supplier acknowledges that this Contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the County's Board of Commissioners. Under Georgia law, Supplier is deemed to possess knowledge concerning the County's ability to assume contractual obligations and the consequences of Supplier's provision of goods or services to the County under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Supplier may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Supplier agrees that if it provides goods or services to the County under a Contract that has not received proper legislative authorization or if Supplier provides goods or services to the County in excess of the contractually authorized goods or services, as required by the County's Code of Ordinance, the County may withhold payment for any unauthorized goods or services provided by Supplier. Supplier assumes all risk of non-payment for the provision of any unauthorized goods or services to the County, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the County, however characterized, including, without limitation, all remedies at law or equity.

ARTICLE 17

AUDIT AND INSPECTION RIGHTS

- 17.1** General. Contractor will provide to County, and any Person designated by County, access to Contractor's Personnel and to Contractor owned Facilities for the purpose of performing audits and inspections of Contractor, Contractor's Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections, and access may be conducted to: verify the accuracy of Charges and invoices; examine Contractor's performance of the Services; monitor compliance with the terms of this Agreement; and any other matters reasonably requested by County. Contractor shall provide full cooperation to County and its designated Persons in connection with audit functions and examinations by regulatory authorities.

- 17.2** All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours). Contractor shall promptly respond to, rectify the deficiencies identified in, and implement changes suggested by any audit or inspection report. If any audit or inspection of Charges or Services reveals that County has overpaid any amounts to Contractor, Contractor shall promptly refund such overpayment and Contractor shall also pay to County interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by applicable law, if lower) from the date the overpayment was made until the date the overpayment is refunded to County by Contractor.
- 17.3** Records Retention. Until the later of: six (6) years after expiration or termination of this Agreement; the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or the date such retention is no longer required to meet County's records retention policy or any record retention policy imposed by applicable law. If more stringent than the County's policy, Contractor will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable the County to enforce its audit rights under this Agreement.

ARTICLE 18

MISCELLANEOUS PROVISIONS

- 18.1 Entire Agreement.** This Contract constitutes the entire agreement between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof and all representations, warranties, inducements, promises or contracts, oral or otherwise, between the parties not embodied in this Contract shall be of no force or effect.
- 18.2** County hereby engages the Contractor, and the Contractor hereby agrees to provide the services and/or products set forth herein in accordance with this Contract, consisting of the following documents, attached hereto and incorporated by reference:
- 17.2.1** Amendments or Change Orders as mutually agreed and signed by both parties;
 - 17.2.2** The Contractor's insurance certificates;
 - 17.2.3** The Contractor's licenses; and
 - 17.2.4** Appendices A – C; Attachments A and B and Exhibit A .
- 18.3 Change Orders.** County and the Contractor hereby agree, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing, conforms to the County's policies and procedures governing change orders, is signed by County's and the Contractor's duly authorized representatives in the same manner as this Contract is executed.
- 18.4 Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Contract shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the

original intent of the parties.

- 18.5 Headings.** The headings used in this Contract are intended for convenience and reference only and do not define or limit the scope or meaning of any provision of this Contract.
- 18.6 Force Majeure.** Neither party shall be held to be in breach of this Contract because of any failure to perform any of its obligations hereunder if said failure is due to any natural disaster, act of God, act of terrorism, fire, flood, accident, strike, riot, insurrection, war, labor disputes or stoppages, government acts or orders, epidemics, pandemics or outbreak of communicable disease, quarantines, national, regional or local emergencies or any other cause whether similar in kind to the foregoing or otherwise, over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates, as soon as practicable after the force majeure condition ceases to exist or at such time the party or parties can reasonably continue such performance.

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18.7 Waiver. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

18.8 Clayton County Holidays. Clayton County Board of Commissioners is open Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays approved by the Board of Commissioners (BOC), closings due to inclement weather, and such other times as determined by the Chief Operating Officer (COO) or BOC.

New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

Martin Luther King Jr.'s Birthday
Juneteenth
Labor Day
Day after Thanksgiving
Day after Christmas

18.9 TITLE VI SOLICITATION NOTICE - Clayton County, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.

- 18.10 Product Shipment and Delivery.** All products shall be shipped F.O.B. Destination, freight prepaid and allowed. Destination shall be the location(s) specified in the Proposals and Quotations (attached hereto as Exhibit B). All items shall be at the Contractor's risk until they have been delivered and accepted by the County. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the County, regardless of when the hidden damage is discovered.
- 18.11 Cumulative Remedies.** Except as otherwise provided herein, all rights and remedies under this Contract are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 18.12 No Drafting Presumption.** No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Contract.
- 18.13 Survival.** Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Contract.
- 18.14 Publicity.** Contractor shall not make any public announcement, communication to the media, take any photographs or release any information concerning County, the Services of this Contract or any information relating to this Contract without the prior written consent of County.

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

CLAYTON COUNTY, GEORGIA

BY: _____
Dr. Alieka Anderson-Henry, Chairwoman
Clayton County Board of Commissioners

Attest:

Clerk

NAME OF COMPANY

Seal

BY: _____

BY: _____ (Corporate Seal)
Signature (Corporate Secretary)

Signed, sealed and delivered
in the presence of:

_____, Notary Public

This ____ day of _____, 20__